



Internal Reference:
PO # _____
FP # _____

## SERVICES AGREEMENT

Between the University of Vermont and State Agricultural College and  
Central Vermont Regional Planning Commission

### Contact Information

Christian Meyer  
Central Vermont Regional Planning Commission  
29 Main Street, Suite 4  
Montpelier VT, 05602  
(802) 229-0389 / meyer@cvregion.com]

### Time period ("Term")

5-15-25 through 10-15-25

### Services to be Performed/Products to be Delivered

Central Vermont Regional Planning Commission ("Provider") agrees to provide the following services and/or products ("Work") to the University of Vermont and State Agricultural College ("UVM") (UVM and Provider each a "Party" and collectively, the "Parties"):

1. Provider is in the business of:
  - a. Coordinating education, planning and outreach with member municipalities in their region.
2. Scope of Work:
  - a. To coordinate the development and implementation of community listening sessions between the Center for Rural Studies and member communities.
3. Schedule of Deliverables (with timetable):
  - a. May 2025- Select potential dates for 1 in-person and at least one online listening session.
  - b. May-June 2025- Coordinate with municipal representatives to get them signed up for listening sessions.
  - c. June, July, August- Host the CRS and municipal representatives for listening sessions.

Provider retains sole and complete discretion over (i) the manner and means of carrying out the Work; and (ii) its activities with third parties as long as such activities do not conflict with UVM's rights pursuant to this Agreement.

### Terms of Payment

UVM will pay Provider a flat rate of \$5,000 for these services.

Business expenses are *not* reimbursable: [☒X]

The *total value of the contract*, including any/all reimbursable expenses, is not to exceed \$5,000. Invoices will itemize Work delivered.

Payments are made only after satisfactory completion and acceptance of Work. Any services, products or expenses that exceed or vary from those allowed herein shall not be performed, provided or incurred without UVM's prior written approval.

Time is of the essence in performance and provision of Work. UVM may reject Work and seek Work elsewhere (i) if not satisfactorily completed on specific dates mutually agreed upon by the parties; or (ii) if no date is specified, if delivery of Work is not completed within a reasonable time.

Invoices will be submitted:

- June 30, 2025 for \$2,500
  - Upon successful coordination with the CRS team to engage and sign up municipal representatives for listening sessions.
- October 2025 for \$2,500
  - Upon project finalization including successful completion of one in person listening session and at least one online listening session.

Payable net thirty (30) days, and addressed to:

The Center for Rural Studies  
University of Vermont  
146 University Place  
Michael.Moser@uvm.edu

Upon approval of invoice, payment will be made to Central Vermont Regional Planning Commission.

A final invoice will be required no later than December 2025. Invoices submitted thereafter will not be paid by UVM.

### **Representations**

Provider represents and warrants to UVM that (i) Provider is a professional entity whose staff has the requisite skills, training and tools to perform the Work specified herein; (ii) Provider's staff will use their professional knowledge, care and judgment to perform the Work, in accordance with any applicable federal, state or local law and regulations; and (iii) all Work will be provided in a good and workmanlike manner consistent with standard industry practices.

### **Independent Contractor Relationship**

Provider's relationship with UVM is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Provider is not authorized to make any representation, contract or commitment on behalf of UVM unless specifically requested or authorized in writing to do so by UVM.

Unless otherwise required by law, (i) Provider is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Work and receipt of fees under this Agreement; (ii) no part of Provider's compensation will be subject to withholding by UVM for the payment of any social security, federal, state, workers compensation, or any other employee payroll taxes (and any and all such taxes and withholding shall be the sole responsibility of Provider); (iii) Provider and any of its employees, subcontractors or agents are not UVM employees and are not eligible for any UVM employee benefits, including but not limited to health insurance, and all rights to such benefits are waived; and (iv) the foregoing applies to any third parties Provider may retain in order to fulfill Provider's obligations pursuant to this Agreement. If Provider retains a third party to perform any portion of the Work, Provider remains responsible for all Provider obligations and responsibilities under this Agreement.

### **Confidential Information and UVM Data**

“Confidential Information” means all confidential information of UVM in oral, written, graphic, electronic or other form including, but not limited to UVM’s financial, personal, personal identifying and commercial proprietary information, and any other data or information typically and reasonably considered confidential, that is disclosed, whether orally, visually or in writing to Provider as a result of this Agreement. Confidential Information also includes Provider’s access to or effect on any confidential, sensitive or statutorily-protected UVM content or data (“UVM Data”).

The use of Confidential Information or UVM Data is strictly limited for the purpose of providing Work under this Agreement. Provider shall safeguard Confidential Information and UVM Data from unauthorized use, access or disclosure: (i) meeting all requirements imposed by laws or regulations according to commercially acceptable standards; and (ii) using at least the degree of care it uses to protect its most sensitive confidential information and data. Provider shall not disclose Confidential Information to any third party unless permitted by the terms of this Agreement or to subcontractors who have agreed to maintain confidentiality to the same extent required of Provider under this Agreement. Where Provider or its agents will have access to data protected by statute or regulation (including but not limited to HIPAA or FERPA), Provider will follow all applicable requirements for confidentiality and security of that data.

At the conclusion of the term of this Agreement, Provider must return any such Confidential Information in its possession and destroy any retained copies. Upon UVM’s request, Provider must certify in writing the destruction thereof. Provider will be responsible for any breach of these obligations caused by its employees or representatives.

In the event that Confidential Information is required by law or regulation to be disclosed, Provider shall immediately, after it receives notice, notify UVM in writing of the required disclosure so that UVM may assert whatever exclusions or exemptions may be available to it under such law or regulation.

### **Access to Records Laws**

UVM is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. (“PRA”), and may be required to release this Agreement and/or related documents in response to a PRA request. If such a request is made, UVM will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Provider and insofar as permissible under Vermont law; and (ii) notify Provider prior to release of requested information so that Provider may, at its own cost and expense, assert whatever exclusions or exemptions may be available to it pursuant to the PRA.

### **Work Product**

Provider acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of UVM. Provider does hereby, without the need for further documentation, sell, assign, and transfer to UVM, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work.

Provider shall not use any form of UVM’s name, logo or registered trademarks without first receiving UVM’s written consent, which is in UVM’s sole discretion. Approval may require compliance with UVM licensing requirements, as directed by: <https://www.uvm.edu/policies/licensing-trademarks>

### **UVM Policies**

Provider shall abide by all applicable UVM policies, including but not limited to its (i) *Background and Reference Checks Policy* (V.7.15.2)(see policy for applicability); (ii) *Tobacco and Cannabis-Free Policy* (V.3.17.4)(which applies to all individuals providing goods or services on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property); (iii) *Data Breach Notification, Privacy and Information Security Policies* (V.9.1., V.9.2.5 and V.1.7.3 respectively); and (iv) *Payments to Foreign Nationals and Entities Policy*

(V.4.10.3)(which includes the requirement that foreign nationals doing business with the University *from within the U.S.* are required to provide evidence of U.S. non-immigrant visa status). These and other UVM policies are available at: <https://www.uvm.edu/policies>.

### **Indemnification**

Provider will indemnify and hold UVM harmless from and against any claims, actions, liabilities, damages, costs and expenses (including attorneys' fees), regarding but not limited to (i) loss of life, bodily injury or damage to property, arising from any negligent or intentional wrongful act or omission by Provider or any of its employees, agents, representatives or subcontractors; (ii) Provider's violation of applicable federal, state or local law or regulations; or (iii) Provider's material breach of this Agreement.

### **Limitation of Liability**

Except for (i) indemnification obligations, and/or (ii) to the extent covered by insurance (and at a minimum the dollar limits of insurance required pursuant to this Agreement), neither Party shall be liable to the other Party or third parties for any incidental, special, indirect, punitive, exemplary or consequential damages, including but not limited to loss of time, profit or goodwill, or economic loss, as a result of either Party's actions or omissions related to its performance of this Agreement, even if either Party has been advised of or is aware of the likelihood of such damages. UVM's total liability under or in connection with this Agreement shall not in aggregate exceed the fees and expenses paid by UVM.

### **Insurance**

Provider shall obtain and maintain and *provide evidence of* insurance in an amount sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this Agreement, including the following minimum insurance standards:

Professional Liability Insurance: if applicable to cover financial loss to UVM arising out of the acts, errors or omission of the Provider, in an amount not less than \$1,000,000 per claim.

Commercial General Liability Insurance: including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.

Cyber-risk Liability: If Provider has access to, is responsible to transfer, store, or, as a result of services provided under this Agreement, UVM may suffer data destruction, extortion, breach, and/or theft, in an amount not less than \$5,000,000 per occurrence.

Automobile Liability Insurance: If Provider will drive on UVM premises and use the vehicle to conduct the business that is the subject of this Agreement, in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

Standard Worker's Compensation - Health/Accident/Disability Insurance:

- (i) Worker's Compensation as required by Vermont state statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate; or
- (ii) If Provider is a sole proprietor for whom Vermont state statute does not require worker's compensation insurance, one of the following is required:
  - (a) the foregoing worker's compensation insurance, or
  - (b) health, accident and disability insurance which Provider warrants will cover all costs and expenses associated with any injuries/illnesses/death arising out of or related to the performance of

Provider's Work in connection with this contract. Provider shall hold UVM harmless from any injury or disability that may result from Work performed in connection with this contract, as permitted by law. Provider will be responsible for any and all costs, including but not limited to medical bills, co-payments and deductibles, not covered by Provider's health/accident/disability insurance as well as any lost work-time/wages due to any injury/illnesses/death.

If the current Certificate of Insurance (COI) *expires* prior to the dates of performance under this Agreement, Provider shall furnish an updated COI (evidencing coverage during the dates of performance) no later than 20 days prior to the start of performance.

*In no event may Provider commence Work prior to the effective date of the required insurance.* Delay in or failure to obtain a COI shall not constitute a waiver of these requirements nor relieve Provider from any liability or indemnification obligations. Provider's policy or policies shall be considered primary insurance and exclusive of any insurance carried by UVM.

Provider shall name UVM as additional insured on its liability policies (other than Workers Compensation) and *should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.* Any liability coverages on a "claims made" basis should be designated as such on the Certificate.

### **No Third-Party Beneficiaries**

This Agreement shall be binding upon, and inure solely to, the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

### **Project Inquiries**

Provider shall not release any Work for publication, advertisement or other purpose without the prior written approval of UVM. Provider agrees to refer any third party or media inquiries regarding the Work promptly to the UVM Communications Office. Provider also agrees to refer any inquiries regarding public rights of access to meetings or documents immediately to the UVM Office of the General Counsel.

### **Accessibility**

Provider shall comply with all federal and state laws and regulations in the provision of Work under the Agreement, including but not limited to, the provision of equally effective, substantially integrated and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act, and the requirements of Section 504 of the Rehabilitation Act.

### **Termination**

This Agreement will expire on [December 31, 2025], the "Termination Date", and may thereafter be renewed only upon mutual agreement of the Parties in writing. Either Party may terminate the Agreement for convenience upon thirty (30) days prior written notice to the other Party. The Agreement may be terminated immediately for material breach upon written notice to the breaching Party.

In the event Provider terminates this Agreement prior to its completion, UVM shall have no further payment obligation and Provider shall promptly refund any prepayments for Work not satisfactorily completed. In the event UVM terminates this Agreement for its convenience prior to the Termination Date, Provider will receive a pro rata contract price based upon the percentage of Work satisfactorily completed as of the Termination Date. If UVM terminates the Agreement for material breach by Provider, Provider will be paid only for Work satisfactorily completed as of the date of notice of termination. Provider agrees that upon notice of termination by UVM, Provider will cease all Work under the Agreement, unless the Parties mutually agree in writing that certain Work

and/or transition services will be completed. Any termination will not affect UVM's continued rights in the Work or Provider's obligations regarding confidentiality of Confidential Information and UVM Data.

Upon any expiration or termination, the Parties shall promptly, as applicable: remit all amounts due and payable; destroy/return Confidential Information and/or UVM Data as described above; return equipment and/or materials; and return all means of access to any UVM facilities, databases and/or other electronic information.

#### **Force Majeure**

Neither party shall be liable for delays or any failure to perform due to causes beyond its control, including but not limited to acts of God, storm, fire, flood, earthquake, damage or destruction to facilities, health and/or public safety hazards, disease (including but not limited to any declared or undeclared quarantine, outbreak, epidemic or pandemic), travel or other restrictions (or restrictions based on UVM protocol, directive or policy), labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance, order or regulation, or for any other cause pursuant to UVM policy, and shall have the right to terminate this Agreement on such basis. If this Agreement is terminated pursuant to this Force Majeure provision, all payments made by UVM to Provider shall be promptly refunded, minus reasonable, necessary and documented non-refundable expenses made legitimately by Provider and for which Provider has made best efforts to mitigate damages. The party invoking this Force Majeure provision may terminate this Agreement upon providing written notice (or other reasonable method under the circumstances) to the other party as soon as reasonably practicable.

#### **Waiver**

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by either Party.

#### **Assignment**

Neither Party may assign or subcontract this Agreement without the prior written consent of the other.

#### **Non-Discrimination**

Provider shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Provider will not discharge or in any other manner discriminate against employees or applicants (i) based on his/her/their gender identity or (ii) because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

#### **Governing Law**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the choice of law provisions of any jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Chittenden County, Vermont.

#### **Survival**

Any provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any such termination or expiration and continue in full force and effect.

#### **Counterparts and Electronic Signature**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. The Parties understand and agree that they have the

right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Vermont and Federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature and shall be considered an original signature on an original document, including when transmitted as a "pdf" file. Neither party will claim that a Party's electronic signature is not legally binding, or object to the admissibility of this Agreement in any legal proceeding.

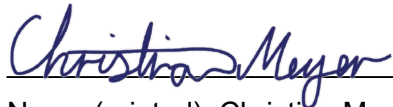
**Entire Agreement**

This Agreement constitutes the entire understanding between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be modified by mutual agreement of the Parties in writing. To the extent there is any conflict, the terms and conditions of this Agreement shall take precedence over those in any exhibit attached hereto.

**AS AGREED BY THE PARTIES:**

For Central Vermont Regional Planning Commission:

Signature:



Date: May 21, 2025

Name (printed): Christian Meyer

Title: Executive Director

For University of Vermont:

Signature:

Date: \_\_\_\_\_

Name (printed):

Title: Purchasing and Contract Specialist