

Letter of Agreement between Town of Richmond, Vermont And Community Roots, LLC

This agreement is made and entered into by and between Town of Richmond Andrews Community Forest Committee (hereinafter referred to as “Richmond”) and Community Roots, LLC of Hinesburg, Vermont (hereinafter referred to as “Community Roots”). The parties agree to be bound by the terms and conditions herein.

1. Scope of Services

Community Roots will provide Richmond with facilitation services (see attached Scope of Work). The final deliverable will be a meeting summary.

2. Period of Performance

This agreement covers the period of September 2022 – February 2023. Adjustments to the period of performance may be made by mutual agreement of the parties.

3. Payment for Services

Richmond shall pay Community Roots \$2,400 for the scope of work included herein. Payment shall be made as follows: \$1,200 upon signing this letter of agreement, and \$1,200 upon successful completion of the scope of work. Community Roots will send invoices by email to Richmond Town Manager Josh Arneson at jarneson@richmondvt.gov.

4. Termination Without Cause

Fifteen days written notice will be required to terminate this agreement without cause by either party. All reasonable expenses incurred by Community Roots in pursuit of agreement objectives up to the date of receipt of termination notice will be paid by Richmond.

Should this agreement be terminated without cause prior to its completion, any materials prepared pursuant to the agreement become the property of Richmond provided that Richmond has reimbursed Community Roots for all reasonable expenses incurred up to the date of receipt of termination notice. Community Roots shall immediately provide to Richmond all materials generated or obtained as a result of or in furtherance of this agreement, whether complete or incomplete.

5. Amendments to Contract

Richmond and Community Roots may, by common agreement in the form of an amendment to this Agreement, amend this Agreement to better reflect actual activities and conditions.

6. Ownership

Reports and materials produced specifically for Richmond shall state that they have been prepared for Richmond by Community Roots. Community Roots shall have the right to publicize, on the documents and elsewhere, their involvement with Richmond and their authorship of reports and materials produced by Community Roots Richmond. Community Roots retains complete authority to use the products with other clients and to share the products of this work with prospective clients. Any contact lists, survey instruments and other materials gathered as part of this project shall be shared with Richmond on request and made available to Richmond at the conclusion of the project.

7. Confidentiality

Community Roots shall seek and obtain permission from Richmond before releasing any information identified as proprietary by Richmond and shall respect requests for confidentiality that may arise in the course of research.

8. Independent Contractor Status

It is agreed that Community Roots is and shall remain an independent Contractor and shall not be the employee, servant, agent, partner, or joint venturer of Richmond, or any of its officers, directors, or employees. Community Roots shall not have the right to or be entitled to any employee benefits from Richmond, and Community Roots assumes full responsibility for federal and state tax payments, social security payments, etc., due for any payment received, in accordance with the law. Community Roots has no authority to assume or create any obligation or liability, express or implied, on Richmond's behalf or in its name, or to bind Richmond in any manner whatsoever, without the express approval by Richmond.

Date: September 7, 2022

Date 9/9/2022

Melissa Levy

Melissa Levy
Community Roots, LLC
345 Billings Farm Road
Hinesburg, VT 05461

Josh Arneson

Josh Arneson
Town of Richmond

Richmond Town Forest Management Plan Facilitation: Scope of Work

September 2022

Estimated Budget

<i>Task</i>	Hours	Cost
<i>Task 1: Initial Meeting</i>	1	\$120
<i>Task 2: Session Planning</i>	6	\$720
<i>Task 3: Meeting Facilitation</i>	3	\$360
<i>Task 4: Meeting Summary</i>	10	\$1,200
<i>Total</i>	20	\$2,400

Task 1: Initial meeting. An initial meeting will involve defining what we want to accomplish with the public meeting and how we will do it, including goals, methods, logistics, etc. This scope of work assumes that the Richmond Town Forest Committee will handle meeting logistics, including meeting space and refreshments (if needed), meeting marketing/outreach, assistance with note-taking and any printed materials.

Task 2: Session Planning

- Assist with language for meeting marketing/outreach and printed materials.
- Develop meeting agenda and script.
- Develop PowerPoint.

Task 3: Facilitate Meeting

- Help set up the space.
- Facilitate and move through the agenda.
- Debrief the meeting.

Task 4: Meeting Summary. Melissa Levy will synthesize the results and feedback from the meeting into a meeting summary, with ideas for ways to modify the forest management plan before the final version.