

Agenda Summary
January 24, 2024

Agenda Item No. A-3

Town Plan Community Engagement Project- Consultant Contract

Summary: On Town Meeting Day in 2023 town voters approved a \$35,000 capital project to hire a community engagement consultant to design and lead a robust community engagement project. The results of these engagement activities will inform revisions to the 2026 Stowe Town Plan.

The Planning Commission has recommended the Town enter into a contract with Community Workshop LLC to design and lead the town's community engagement efforts. Community Workshop LLC is a Vermont-based consulting firm that specializes in bringing creative engagement, planning, placemaking, and facilitation to communities and organizations across North America. Community Workshop LLC specializes in bringing people together, envisioning bright futures, and building on what is already working.

Once a contract is executed, the Planning Commission and Department of Planning & Zoning will work with the consultant to develop and implement a community engagement program centered on the following topics: land use, transportation, economic development, natural resources, housing, energy, public infrastructure, facilities, and others as identified by the Planning Commission. The engagement program is intended to begin in the spring of 2024 and last approximately nine to twelve months.

Town Plan Impact: The purpose of the Stowe Town Plan is to reflect the community's vision and goals for the future and to serve as a guide for growth, development, and local decision-making. The purpose of this project is to engage the community to inform revisions to the 2026 Stowe Town Plan.

Fiscal Impact: The amount for the proposed contract is \$35,000. Town voters approved of these capital funds during Town Meeting in 2023.

Recommendation: Move to award the enclosed contract for \$35,000 to Community Workshop LLC and authorize the Town Manager to sign on behalf of the Town.

TOWN OF STOWE & COMMUNITY WORKSHOP LLC CONSULTING AGREEMENT

This Service Agreement (hereinafter “Agreement”) is entered into on **January 25, 2024**, by and between **Community Workshop LLC** of Middlebury, Vermont (hereinafter “Contractor”) and **Town of Stowe, Vermont** (hereinafter “Client”).

I. TERM OF AGREEMENT

This Agreement will become effective on February 1, 2024 and will continue in effect until: March 1, 2025.

II. DESIGNATED CONTACTS

- A. Client designates **Sarah McShane** as project manager and primary contact. Contact: smcshane@stowevt.gov, 802.253.2705
- B. Contractor designates **Rebecca Sanborn Stone, Principal** as project manager and primary contact. Contact: rebecca@communityworkshopllc.com, 802.379.4474

III. SCOPE OF WORK

- a. **Agreement Purpose.** Community Workshop LLC will provide community engagement consulting services to Client, in support of Stowe’s town planning process (hereinafter “Project”).
- b. **Tasks.** Contractor will provide the following Services (hereinafter referred to as “Services” and further described in **Attachment A: Scope of Work**):
 - 1. Project launch and coordination (team meetings and email, discovery and document review, project launch and wrap-up)
 - 2. Stakeholder engagement planning and process design
 - 3. Stakeholder engagement activity facilitation and design
 - 4. Engagement summary and reporting
- c. **Timeline.** A general timeline and work plan are listed in **Attachment A**. Specific activities, work plan, and deadlines will be determined in consultation with Client’s Project Manager as the project proceeds.
- d. **Changes to Services or Scope of Work.** Changes to activities or timeline within the Project Fee (“Fee”), deliverables (“Deliverables”), and Term of Agreement specified here may be agreed upon in writing by the Client and Contractor representatives.

IV. INDEPENDENT CONSULTANT

- A. **Independent and virtual work.** The Client and Contractor acknowledge and agree that they have entered into an independent Agreement for the rendering of the Scope of Work and that neither Contractor, nor any of its employees, are employees, agents, or servants of Client. Provided that such Scope of Work meets Client’s standards regarding quality and timeliness, the manner and means by which Contractor conducts its work in order to deliver the Scope of Work under its sole and exclusive control. All work will be completed virtually from a location of Contractor’s choosing.

- B. Consultants and Sub-Contractors.** Contractor will provide competent consultants and staff for the direct delivery of services as identified by the Scope of Work. Contractor may sub-contract the provision of services and will notify Client before a subcontract is initiated.
- C. No Exclusivity.** This Agreement does not restrict Contractor from providing similar services to other entities.

V. COMPENSATION AND EXPENSES

- A. Fee.** In consideration for the services to be performed by Contractor, Client agrees to pay Contractor for Services completed and related travel and project expenses (as outlined in **Attachment A**), with the total fee ("Fee") not to exceed \$35,000.00.
 - 1. **Budget and Adjustments.** Within the "not to exceed" Fee specified above, Contractor and Client shall have the right to allocate and adjust hours and expenses in the course of the project. **Attachment A** shares a sample budget outline, but Contractor and Client may reallocate funding between categories or Services upon mutual agreement.
 - 2. **Expenses.** Contractor shall bill all travel expenses and project expenses at cost, as specified in **Attachment A**.
- B. Contractor Equipment.** Contractor provides basic equipment necessary for the completion of the Scope of Work, including computers, software, phone and Zoom connections. All additional expenses are the responsibility of the Client.
- C. Additional Services.** Any additional services beyond the Scope of Work must be requested in writing by Client and agreed upon in writing by Contractor. Client will pay Contractor at a rate of \$160 per hour for such additional work.

VI. TERMS

- A. Invoicing and Payment.** Contractor will invoice Client for Services completed. Client will remit payment to Community Workshop LLC within 30 days of receipt of a complete and accurate invoice.
- B. Late Payment Penalty.** If full payment is not received within 30 days of the invoice receipt, Contractor will charge a late payment penalty of 5% of the outstanding balance per month. Contractor may pause work until payment is received.
- C. Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of *force majeure*.

VII. CLIENT AND CONTRACTOR EXPECTATIONS

- A. Client Expectations.** Completion of work by the agreed upon deadlines is contingent upon Client promptly responding to questions and providing information or decisions needed by Contractor. Client must notify Contractor in writing via email or other method)

if Client wishes to change items in **Attachment A** including work plan, timeline, or deliverables.

- B. Contractor Expectations.** Contractor will operate in a first class and reasonable manner. Contractor must notify Client in writing (via email or other method) if Contractor wishes to change items in **Attachment A** including work plan, timeline, or deliverables. Contractor shall use reasonable commercial efforts to meet all project deadlines and deliverables. Contractor shall notify Client as soon as reasonably possible in the event of illness, severe weather, or other factors that may delay or force changes to the Scope of Work.

VIII. OWNERSHIP AND ATTRIBUTION

- A. Proprietary Information.** Contractor has developed a number of tools, resources, and materials that are the intellectual property of Community Workshop LLC and considered Proprietary Information (hereinafter "Proprietary Information"). Contractor may develop additional Proprietary Information in the course of the project.
1. Contractor retains full, perpetual, and exclusive ownership of, and right to use, Proprietary Information.
 2. Client will treat as Proprietary Information any information, tools, or resources belonging to Contractor, Contractor's affiliated companies, or any third parties, that are copyrighted or otherwise disclosed as proprietary to Client in the course of the Agreement.
 3. Client shall not retain, copy, adapt or use Contractor's Proprietary Information for purposes outside the Scope of Work in this Agreement.
- B. Product and Deliverable Ownership.** Client holds proprietary rights in and perpetual right to use project Deliverables (as described in **Attachment A**), such as reports and outreach materials prepared by Contractor for Client, in connection with the Scope of Work. Contractor retains the perpetual right to use and share project deliverables and materials prepared by Contractor for Client, for any purpose.
- C. Right of Attribution.** Contractor shall have the right to attribution for creative work, Services, and products resulting directly from the Scope of Work, at the sole discretion of and upon the written request of the Contractor. Contractor shall notify Client about attribution preferences upon project completion. If Contractor desires attribution, Contractor shall provide attribution language and logo.

IX. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. Confidentiality.** Should Client disclose to Contractor trade secrets or confidential information as defined herein (hereinafter "Confidential Information"), Client shall clearly identify it to Contractor as Confidential Information. Contractor will keep all Confidential Information, as identified by Client, strictly confidential. Contractor may utilize said information for the purposes of performing Contractor's duties hereunder but shall not use Confidential Information for any other purpose.

X. LIABILITY

- A. Contractor Liability.** Contractor and its owners and staff will not be liable to Client for any loss arising out of any activity of such individuals, so long as they were acting in good faith and in the best interests of Client and their conduct did not constitute fraud.
- B. Client Liability.** Client will not be liable to Contractor for any loss arising out of any activity of such individuals, so long as they were acting in good faith and in the best interests of Contractor and their conduct did not constitute fraud.

XI. GENERAL PROVISIONS

- A. Entire Agreement.** This agreement constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this agreement shall be made in writing and must be signed by the authorized representatives of both parties.
- B. Governing State.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- C. Termination of Agreement.** Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement for any reason by giving fifteen (15) days written notice to the other party.
- D. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SIGNATURES:

Town of Stowe, Vermont, by

Print Name Charles Safford
Title Town Manager
Address Stowe Town Hall, PO Box 730, Stowe, VT 05672
Date _____

Community Workshop, by

Print Name Rebecca Sanborn Stone, Principal
Address 4222 Pleasant Street, Randolph, VT 05060
Date _____

ATTACHMENT A: SCOPE OF WORK

Community Workshop LLC (“Contractor”) will provide community engagement Services to support the Town of Stowe’s (“Client”) Town Plan process.

I. Project Approach and Understanding

Per the Client’s Request for Qualifications document (dated October 11, 2023):

- The Town of Stowe’s planning commission and municipal staff are beginning a Town Plan process, in preparation for approving a new Town Plan in 2026.
- The Contractor will provide community engagement expertise and support services to:
 - Build awareness of the Stowe Town Plan;
 - Identify key issues of importance and tension to community members; and
 - Better understand the strengths and weaknesses, opportunities and challenges facing Stowe.
- The community engagement activities and process shall include consideration of land use, transportation, economic development, natural resources, housing, energy, public infrastructure, facilities, and others. Engagement shall include residents, visitors, property and business owners, municipal staff and officials, municipal committees, and other stakeholders who may have been underrepresented in prior town planning efforts.

II. Scope of Work and Budget Approach

Community Workshop LLC can provide a wide variety of engagement services to the Client and the Project. Based on the Town of Stowe’s RFQ, there are many potential options and activities that could work well, and there is a wide range in costs and time associated with each. Most communities can also contribute some volunteer, staff, or in-kind resources to projects, which can potentially reduce the need for consultant time and expense budgets. Community Workshop builds robust Discovery and Engagement Planning phases into each project, which allows the Consultant to identify local resources and priorities and design and engagement process and budget to support local needs. Community Workshop also recommends leaving flexibility in project activities, budget allocations, and timeline to allow for needs and opportunities that arise (such as shifting in-person vs. remote events due to illness or weather; pausing or changing plans to respond to local events and planning developments; adding activities or resources to support partnership opportunities or unexpected events).

The **Services, Deliverables, and Cost Estimates** table on the following page outlines Community Workshop’s general proposal for project activities and budget allocations. Each service category includes a range in tasks and specific activities, and also a range in estimated number of hours and costs. Total costs billed would not exceed \$35,000, as specified in the main Agreement. Specific costs and billing are based on the following fee schedule:

- Consulting services billed for actual time spent, at \$160 per hour or \$1,400 per day for full days on site
- Travel expenses billed at current federal government rates at time of service (expected \$0.67 per mile for auto travel in 2024; GSA per diem rates for location of \$59.25 per day, or \$18-36 for individual meals)
- Project expenses billed at exact cost

III. Services, Deliverables, and Cost Estimates

Community Workshop recommends the following basic services and categories of work, and general budget ranges or allocations. The Consultant plans specific activities, identify local resources, and better estimate a timeline and budget during the initial planning phase with the Project Manager and local leaders.

1. Project launch and coordination (ongoing)

Est: 35-45 hours; \$5,600-\$7,200

- a. Discovery (review of existing materials)
- b. Check-in calls (est. 2 per month for 9-12 months)
- c. Email updates and general communication
- d. Project wrap-up and document handover

Deliverables: Project launch guidance materials; final documents

Cost variables: Length and frequency of check-in meetings; number of meetings (project duration)

2. Engagement planning and process design (spring 2024; updates throughout project)

Est. 25-30 hours; \$4,000-\$4,800

- a. Kickoff planning meeting with Project Manager to identify assets, opportunities, and approach
- b. Engagement planning workshop or kickoff with potential partners and volunteers
- c. Engagement plan development
- d. Project collateral design and production; products might include talking points, info sheet, web content, stakeholder identification, activity planning

Deliverables: Engagement Plan; project collateral (items TBD)

Cost variables: in-person vs. Zoom meetings; amount of engagement prep work done locally; specific collateral items desired

3. Engagement activity facilitation and design (late spring through fall 2024)

Est. 75-100 hours; \$12,000-\$16,000

- a. Facilitation, training, design, prep, and/or support of engagement activities determined during the engagement planning process.
- b. Activities could include:
 - Public planning events (workshops, open house, block parties, forums, discussions)
 - Storytelling or arts-based engagement activities
 - “Anytime” engagement activities or installations
 - Direct outreach, interviews, or focus groups
 - Survey, polling, or interactive digital engagement platforms
 - Pop-up events, demonstrations, or projects
 - Training or coaching local leaders on engagement or facilitation

Deliverables: Activities and/or associated materials (TBD)

Cost variables: Number and types of activities, in-person vs. remote work, local support

4. Engagement summary and reporting (fall 2024 - winter 2025)

Est. 20-40 hours; \$3,200-\$6,400

- Report of public input and engagement activities and results (format/s TBD).
- Format or products could include:
 - Written report (basic or fully designed)
 - Multimedia or video summary
 - Presentation or live discussion
 - Basic analysis or complete/in-depth review
 - Companion products or elements such as a vision statement or community values

Deliverables: Engagement report and/or related products (TBD)

Cost variables: Products and formats; amount and types of input to be analyzed and collated

5. Expense budget (ongoing)

Recommended estimate: \$7,500 (\$5,000-\$10,000)

- a. Consultant travel expenses (est. four trips, at \$400-500 per day trip; includes \$100-125 for mileage, \$20-50 for M&IE, 2 hours of travel time)
- b. Equitable engagement incentives or stipends (est. \$500-\$3,000; stipends of \$25-\$100 for survey, meeting, or event participation)
- c. General participation incentives or stipends (est. \$200-\$500)
- d. Printing, supplies, platform fees, and materials (est. \$200-\$1,000)
- e. Event or creative installation expenses (est. \$500-\$5,000)

Cost variables: number of trips and time on the ground; specific incentives and activities; number of participants; local resources or in-kind donations

Note: Many communities reduce costs by printing project materials in house, seeking donations for event food or expenses, seeking project sponsorships, using free venues and meeting locations, etc. Discussion of specific costs and options is part of the engagement planning process. We recommend planning to reserve a substantial amount; actual costs often come in far lower, and unspent funds can be reallocated to consulting time or saved for future community use.