

## **AGREEMENT FOR PUBLIC EDUCATION EVENTS & OUTREACH**

This AGREEMENT FOR PUBLIC EDUCATION EVENTS & OUTREACH (“Agreement”) is executed by and between the University of Rhode Island Cooperative Extension having a principal place of business located at 3 East Alumni Avenue, Kingston, Rhode Island 02881 (“URI”), and the Rhode Island Energy Efficiency and Resource Management Council (“EERMC”), a council created by R.I. Gen. Laws § 42-140.1-3, for event and outreach services to be provided by URI for the benefit of the EERMC and for the EERMC’s payment therefor.

WHEREAS, pursuant to R.I. Gen. Laws § 42-140.1-3(b)(4), one of the EERMC’s purposes is to “[p]romote public understanding of energy issues and of ways in which energy efficiency, energy conservation, and energy resource diversification and management can be effectuated”;

WHEREAS, pursuant to R.I. Gen. Laws § 42-140.1-6(b), the EERMC is authorized “to engage consultants and professional services as necessary and appropriate to fulfill its purposes”;

WHEREAS, on May 4, 2022, the EERMC issued Request for Proposals #2022-02 entitled “2022 Public Education Events & Outreach” (the “RFP”) to solicit proposals from qualified offerors to support the EERMC in its responsibility of providing public education and outreach, which RFP is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, on June 3, 2022, URI submitted a Proposal for Public Education Events & Outreach in response to the EERMC RFP (“Proposal”), which Proposal is attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, on August 18, 2022, during its regularly scheduled and properly advertised monthly meeting, the EERMC selected URI as the successful bidder for the RFP and voted to award a contract to URI, for with a budget limit of Twenty Five Thousand Twenty Four and 14/100 Dollars (\$25,024.14)

WHEREAS, pursuant to the Agreement between URI and EERMC executed on February 20, 2023, the EERMC may renew the Agreement for up to two (2) additional one-year periods if approved by the EERMC and agreed to by URI.

WHEREAS, on July 20, 2023, the EERMC voted to approve the Council’s 2024 budget, including an allocation of Twenty Five Thousand Twenty Five Dollars (\$25,025) for a public forum and lecture series.

WHEREAS, on January 25, 2024, the EERMC voted to renew the Agreement between URI and EERMC executed on February 20, 2023 for one additional one-year period, which shall take effect upon execution by both parties (“Renewal Term”), with a budget limit of Twenty Five Thousand Twenty Five Dollars (\$25,025) subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the EERMC and URI hereby agree as follows:

### **ARTICLE 1 – AGREEMENT TERMS**

Unless otherwise stated herein, the terms of the Agreement shall be in accordance with the State of Rhode Island's General Conditions of Purchase, 220-RICR-30-00-13, available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>, which are hereby expressly incorporated by reference into this Agreement.

#### **ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES**

URI shall be responsible for developing an updated Scope of Work for 2024 activities, subject to approval by the EERMC. URI shall be responsible for completing all tasks and deliverables included in Section 5: Project Description and Scope of Work of the RFP, unless otherwise directed by the EERMC.

EERMC shall be responsible for providing guidance to URI as requested and for approving invoices for payment.

#### **ARTICLE 3 – SCHEDULE**

This Agreement will remain in place for one year from the date of execution (“Renewal Term”). Any work to be performed under this Agreement shall be commenced in accordance with the schedule specified in Exhibit C, URI shall prepare and provide updated schedules in writing as requested by the EERMC.

#### **ARTICLE 4 – USE OF WORK PRODUCT**

The parties agree that any and all materials generated by URI as a result of this Agreement will be with the support of EERMC funds. All such materials will be made available to the EERMC for future use by the EERMC, including but not limited to dissemination to the public in future education efforts. All materials must be provided in an editable format to the EERMC.

Any and all content generated in connection with this Agreement shall be the sole property of EERMC. URI hereby expressly waives any and all copyright claims to any content generated in connection with this Agreement. URI shall not use any materials, including but not limited to video content, generated or created in connection with this Agreement without the express, written permission of the EERMC.

#### **ARTICLE 5 – CONTRACT PRICE**

During the Renewal Term, the contract price paid to URI for the work shall be as specified in Exhibit B, the attached Proposal (“Contract Price”). The Contract Price shall be all-inclusive for the work required by the relevant project cost and schedule in accordance with the Proposal attached as Exhibit B.

Hourly pricing shall be firm through December 31, 2024. The parties agree that EERMC may renew this Agreement for up to one (1) additional one-year period if approved by the EERMC and agreed to by URI. If such a renewal is sought and agreed to, this Agreement must then be modified in writing accordingly.

#### **ARTICLE 6 – PAYMENTS**

URI shall submit monthly invoices for work completed during monthly billing periods or in accordance with the payment milestones otherwise stipulated in Proposal attached as Exhibit B. The EERMC shall be responsible for review, approval, or request for revision of all invoices. The parties understand and agree that all invoices approved by EERMC will be remitted to Rhode Island Energy for payment of invoices within forty-five (45) days of receipt. Invoices shall be submitted by URI to: Steven Chybowski ([steven.chybowski@energy.ri.gov](mailto:steven.chybowski@energy.ri.gov)) and Rachel Sholly ([rachel.sholly@gmail.com](mailto:rachel.sholly@gmail.com)).

**ARTICLE 7 – NOTICES**

Notices required or permitted under this Agreement shall be sent to the following parties:

- URI: Kate Venturini Hardesty  
Outreach Programs Administrator  
University of Rhode Island  
3 East Alumni Ave.  
Kingston, RI 02881  
kate@uri.edu
- EERMC: Steven Chybowski  
Chief Program Development - Energy Efficiency  
Rhode Island Office of Energy Resources  
One Capitol Hill, 4th Floor  
Providence, RI 02908  
Steven.chybowski@energy.ri.gov
- Rachel Sholly  
Education & Communication Lead  
Optimal Energy / NV5 – EERMC Consultant Team  
10600 Route 116, Suite 3  
Hinesburg, VT 05461  
rachel.sholly@gmail.com

**ARTICLE 8 – ENTIRE AGREEMENT**

This Agreement, including attachments, constitutes the entire Agreement between the EERMC and URI with respect to the services specified. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**ARTICLE 9 - NO JOINT VENTURE**

The parties agree that this Agreement shall not create a legal partnership or joint venture.

**ARTICLE 10 - JURISDICTION AND VENUE**

This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Rhode Island. If any party to this Agreement shall bring any proceeding against any other party arising out of this Agreement, that party shall bring said proceeding in the Providence Superior Court of Rhode Island and each party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding. URI hereby consents to personal jurisdiction under the terms of this Section for resolution of any dispute arising hereunder.

**ARTICLE 11 – INDEMNIFICATION**

The parties shall be solely responsible for the payment of all their employees, agents, servants, and independent contractors, in furtherance of this Agreement. URI hereby agrees to indemnify and hold the EERMC harmless from and against any and all claims, damages, penalties, or expenses, including attorneys’ fees, incurred on account of any claim made by any employee, agent, servant, or independent

contractor of URI with respect to services provided or work performed in connection with this Agreement.

**ARTICLE 12 – EFFECTIVE DATES, AMENDMENTS AND TERMINATION**

This Agreement shall take effect upon execution by both parties (“Effective Date”) and shall remain in effect for the Renewal Term, unless earlier terminated.

Neither party may assign or transfer all or any portion of this Agreement without the prior written consent of the other party.

his Agreement may be amended or waived only by mutual written agreement by both parties.

Either party may terminate this Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

RHODE ISLAND ENERGY EFFICIENCY & RESOURCE MANAGEMENT COUNCIL

UNIVERSITY OF RHODE ISLAND

By: HARRY OAKLEY

By: Elizabeth Buchanan, Digitally signed by Elizabeth Buchanan, CIP, Ph.D.  
CIP, Ph.D. Date: 2024.03.06 10:13:43 -06'00'

Title: CHAIR

Title: Associate Vice -President, Research Administration

Date: 4/23/24

Date: 3/6/2024

By: \_\_\_\_\_

Title: \_\_\_\_\_

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