



**AGREEMENT FOR DISASTER RECOVERY MANAGEMENT CONSULTING SERVICES
BETWEEN
THE INTEGRITY GROUP AND THE TOWN OF PLAINFIELD, VT.**

This agreement was entered into this 21ST day of October 2024 by the Town of Plainfield, VT (hereinafter "the Client"), located at 149 Main Street, Plainfield Vermont 05667, and Blue-Sky Emergency Management, LLC/ The Integrity Group (hereinafter "Contractor"), located at 2120 Killarney Way, Tallahassee Florida 32309, collectively referred to as the "Parties."

RECITALS

WHEREAS, Severe Storms, Flooding, and landslides impacted the Town of Plainfield on July 9-11, 2024, causing significant loss and damages to residents, businesses, non-profit organizations, and governmental entities;

WHEREAS, As a result of this storm, on August 20, 2024, President Joe Biden issued a National Disaster Declaration for several counties within the State of Vermont, including Washington County;

WHEREAS, this National Disaster and the resulting impacts on public facilities and infrastructure create a threat to public health, welfare, and safety;

WHEREAS, the Client has examined the need for a qualified consulting firm to support the pursuit and administration of all disaster-related response and recovery funding sources, including FEMA Public Assistance & Individual Assistant grants, hazard mitigation programs, HUD Community Development Block Grant-Disaster Recovery grants, and other federal and state recovery funding. This effort will help ensure maximum funding for recovery and mitigation funding;

WHEREAS, the Contractor desires to provide such services, per this Agreement and the required contract provisions outlined in Exhibit A of this Agreement, commencing on the date set forth above; and

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations outlined in this Agreement, the Parties agree as follows:

1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. The Parties intend that the Contractor shall have independent contractor status and shall not be an employee of the Client for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code 401(k), the State Revenue and Taxation Code relating to income tax withholding at the source of income, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Client shall not be liable for any obligations incurred by the Contractor unless specifically authorized in writing. The contractor shall not function as an agent of the Client ostensibly or otherwise, nor bind the Client in any manner unless specifically authorized to do so in writing.



G. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party.

H. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire, storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

I. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

J. Records. The Contractor shall retain, for a period of five (5) years following completion of Services under all task orders, all records, correspondence, subcontracts, financial information, payroll records, invoices, schedules, and other documents of any kind whatsoever relating to the performance of the Services. So long as such documents are retained, the Client, or its representative shall have the right to inspect the same, after three (3) days prior notice, at any time during normal working hours at the locations where such records are kept in the normal course of business or, at the Client's option, in Tallahassee, Florida.

K. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

The Integrity Group

Gary J. Yates
Chief Executive Officer
Date: _____

Town of Plainfield, VT

Karl A. Bissex = CETA
KARL A. BISSEX

Date: 10/21/24