

Council Minutes

August 3, 2026

A duly warned meeting of the Newport City Council was held on Monday, August 3, 2026 in the council room in the Newport Municipal Building. Present were Mayor Rick Ufford-Chase, Council President Carter Finegan, Council Members John Monette, Andrew Touchette, City Clerk/Treasurer James Johnson, Financial and Office Administrator Kari Schulze, Dave LaForce, Stephanie Clark, Kate Stallman, members of the Press and Public. Council member Sharon Pare' was absent.

Mayor Ufford-Chase called the meeting to order at 6:00 pm

Additions/Deletions

None

Consent Agenda, Minutes of 7/20/26, AP Warrants 7/24/26, 7/31/26, PR Warrant 7/21/26, and DLL Tavern on the Hill

Mr. Monette moved to approve the consent agenda. Seconded by Ms. Finegan, motion carried.

Public Comment on Matter not Included on the Agenda

Teresa Gerade commented on order from the Landfill

Ann Chiarello commented on inappropriate remark from the chairman of the Water/Sewer Task Force.

Julie Bressor commented on the vagrancy problem at the Gateway.

Executive Session per 1 V.S.A. sec. 313(a) (2) for the Purpose of Receiving an Update from Newport Downtown Development Regarding Sensitive Real Estate Matters Related to Downtown Newport

Mr. Touchette moved to enter executive session per 1 V/S.A. sec 313(a) (2) for sensitive real estate matter related to downtown Newport and invite Dave LaForce and Stephanie Clark into executive session. Seconded by Ms. Finegan, motion carried.

Mr. Touchette moved to come out of executive session. Seconded by Mr. Monette, motion carried.

No action.

Brief Update from Mayor and Council on Negotiations to Gain Control of the Empty Block

Mayor Ufford-Chase noted there are a lot of players in the negotiations. They are close to being able to talk about it in public.

Council Action Regarding Recommendation to contract with ADAAPTA for Market Survey (attached)

Stephanie Clark updated the council on the recommendation to contract with ADAAPTA. Mr. Monette moved to contract with ADAAPTA as recommended. Seconded by Ms. Finegan, motion carried.

Update on MERP

Ms. Finegan updated the council on the five MERP projects. The Gateway, Fire Station, Treatment Plant, PW Garage and the Municipal Building.

Task Force Reports

Sewer/Water, waiting for ordinance approval and working on financial adjustments.

Fire Dept., no report

Charter Committee, Draft proposal ready for the next council meeting primarily focusing on the process

Financial Reporting and Fiscal Practices, no report

New Business

Ms. Finegan noted an interesting study on the Brown Bullhead Melanoma problem.

Mayor Ufford-Chase noted the Keys to the Kingdom event August 8-9

Old Business

Ms. Finegan noted there is interest in forming a committee to working the homeless situation.

Mayor Ufford-Chase asked for a Special Meeting on August 6, 2026 to brief the public on negotiations for the empty block on Main St. Mr. Monette moved to set a Special Meeting for August 6, 2026 at 5:15 pm immediately following the BTA/BCA meetings. Seconded by Mr. Touchette, motion carried.

Next Meeting Date

Ms. Finegan moved to set the next regular meeting for August 17, 2026. Seconded by Mr. Monette, motion carried.

Adjournment

Mr. Touchette moved to adjourn at 7:30pm. Seconded by Ms. Finegan, motion carried.

Attested _____ this _____ day of _____ 2026

----- Mayor



July 23, 2026

White + Burke Real Estate Advisors
Stephanie Clarke, Vice President
38 Southcrest Dr.
Burlington, VT 05401
sclarke@whiteandburke.com

Re: Proposal for Newport, Vermont Market Study

Dear Ms. Clarke:

Adaapta appreciates the opportunity to respond to White + Burke Real Estate Advisors (W+B) regarding a market study for Newport, Vermont. The study will support the Newport Initiative, a community-led effort to revitalize downtown through coordinated public investment, strategic partnerships, and meaningful community engagement. Guided by the City's 2024 Detailed Master Plan, the initiative seeks to transform underutilized and vacant properties into a vibrant mixed-use downtown with new housing, commercial space, public amenities, and improved infrastructure.

Adaapta will prepare a concise, implementation-oriented market study that provides market-based guidance for future housing development within downtown Newport and adjacent redevelopment sites. The work will directly inform redevelopment decisions, public-private partnerships, infrastructure investments, and future developer solicitations. Consistent with W+B's request, the assignment is not intended to produce a comprehensive housing plan or policy document.

Scope of Work

The study will answer the core questions identified by W+B: projected demographic trends; current housing market conditions; unmet housing demand; the product types and price points most likely to succeed; realistic annual absorption; and potential housing programs or development structures best positioned to advance downtown redevelopment.

Task 1. Project Initiation and Coordination

Adaapta will conduct a virtual kickoff meeting with W+B and City representatives to confirm the study area, available local data, priority redevelopment sites, anticipated development concepts, and the intended use of the final study. Adaapta will coordinate interim progress meetings and a findings review meeting during the course of the assignment.

Task 2. Demographic and Market Area Analysis

Adaapta will evaluate current conditions and projected demographic trends for the Newport City Growth Center, and the surrounding market area. The analysis will address population and household change, age and household composition, income, tenure, employment and commuting patterns, and other factors that influence housing demand. Market boundaries will be defined based on local geography, travel patterns, available data, and the likely draw for downtown housing.

Task 3. Housing Inventory, Pricing, and Development Pipeline

Adaapta will assess the current housing market, including inventory, product type, tenure, pricing, rental rates, vacancy indicators, and available information regarding the age and condition of the housing stock. The analysis will incorporate residential permit activity and recently completed, proposed, or planned housing developments. Where relevant data are available, Adaapta will review recent Low-Income Housing Tax Credit applications and awards, including projects that were not funded, as well as housing activity associated with local or regional conservation

and community development organizations. Local broker, property manager, appraiser, and other market interviews will be used to test and strengthen the quantitative findings.

Task 4. Preliminary Estimate of Probable Demand and Absorption

Adaapta will develop a preliminary estimate of probable housing demand and realistic annual absorption for downtown and adjacent redevelopment sites. The analysis will consider household growth and change, existing unmet need, replacement demand, local and regional mobility, current vacancy and turnover, pipeline activity, and demonstrated market performance. Findings will identify the housing product types, unit sizes, affordability levels, and price or rent ranges that appear supportable, with emphasis on multifamily and mixed-use downtown opportunities.

Task 5. Housing Program and Partnership Strategy

Adaapta will evaluate the housing program and development structures most likely to position future downtown redevelopment for market success. This may include market-rate, workforce, affordable, mixed-income, senior, or other targeted housing approaches, as supported by the data. The analysis will also consider partnership models involving a community land trust or similar local entity that can identify and control properties, address local development barriers, and partner with an experienced housing developer. Adaapta will consult with appropriate housing finance and development contacts to validate assumptions regarding project scale, achievable rents, funding competitiveness, developer fees, and opportunities to reinvest value in the local land trust or community development entity.

Task 6. Implementation-Oriented Market Study

Adaapta will synthesize the research and analysis into a concise market study focused on decision-making and implementation. The study will clearly present key findings, supported development opportunities, major constraints, recommended product and program directions, probable demand and absorption, and practical considerations for future public-private partnerships and developer solicitations. The final document will be designed as a usable data package rather than a written report for cost efficiency. A full report may be requested at an additional cost.

Anticipated Data Sources

Potential sources include ESRI, U.S. Census Bureau American Community Survey data, CoStar, Placer.ai, OnTheMap, local and state permit records, rental and sales listings, housing finance and LIHTC records, available local planning materials, and interviews with market and housing development professionals. Final source selection will depend on availability, reliability, and relevance to the defined market area.

Scope Assumptions

- Meetings with W+B and the Community will be conducted virtually. A site visit is not included in the base scope.
- The primary study area will be the Newport City Growth Center and downtown redevelopment area, with broader market data drawn from the City and an appropriately defined surrounding market area.
- The base analysis will focus on multifamily and mixed-use residential opportunities. Other housing types may be discussed when they materially affect downtown demand or market positioning.
- Adaapta will rely on available secondary data and stakeholder input. A building-by-building physical condition survey, appraisal, environmental review, architectural feasibility study, or project-specific financial pro forma is not included.
- One draft study will be provided for consolidated review by W+B and the Community prior to final publication.

Anticipated Deliverables

- A concise Market Study presenting demographic trends, market conditions, unmet demand, recommended housing products and price points, preliminary annual absorption, and recommended program or partnership approaches.
- A findings review presentation or virtual meeting with W+B and Community representatives.
- One revised final study incorporating one consolidated set of comments.

Cost Estimate

The proposed scope will be billed at hourly labor rates plus direct costs, with no markup, and will not exceed the total estimate shown below without prior written authorization.

Description	Cost Estimate
Costs to complete the Scope of Work	\$15,000

Schedule

Adaapta anticipates completing the proposed scope of work within eight weeks following authorization to proceed, subject to timely receipt of requested information and consolidated review comments.

Optional Additional Services

Additional analysis of alternative housing types or commercial development may be completed through a written amendment to this Scope of Work. The estimated cost is \$8,000-10,000 per additional use type, such as single-family residential, retail, industrial, or office, with an anticipated two- to three-week schedule extension per use type. Project-specific financial modeling, site feasibility analysis, developer solicitation, or additional report preparation support may also be provided under a separate authorization.

We appreciate the opportunity to provide W+B with a proposal for services. Please contact Adaapta's Planning Director, Michelle Spohnheimer, at michelle@adaapta.com or 641-751-5480 with any questions.

Sincerely,



Danielle Getsinger
CEO



Michelle Spohnheimer
Planning Director

Enclosures: Proposal Acceptance Statement
Adaapta, LLC - Standard Terms and Conditions
Adaapta, LLC - Rate Sheet

Proposal Acceptance Statement

Adaapta's proposal to White + Burke Real Estate Advisors dated July 23, 2026, with a not-to-exceed total budget of \$15,000 is hereby accepted on behalf of White + Burke, except as follows (insert exceptions, if any, or state "none").

Exceptions or comments, if any:

Accepted By:

Signature

Date

Printed Name

Title

Standard Terms and Conditions

Adaapta, LLC

1. Services and Engagement

These terms and conditions cover our performance of the Statement of Work (the "**Service(s)**") outlined in the corresponding proposal or communications. These terms along with any attachments, including the Proposal Acceptance Statement (collectively the "**Agreement**"), make up our entire agreement on the Services and, unless we say otherwise in writing, are the only terms that cover the Services provided by Adaapta, LLC., ("**Consultant**", "**We**", "**Our**" or "**Us**") to Client ("**You**" or "**Client**"). This Agreement overrides any other understandings, agreements, negotiations, representations, warranties, or communications between you and us, both written and oral. If the terms conflict with a schedule, the schedule will override to the extent of the conflict, unless the schedule says otherwise. Each Party represents it is not relying on statements or representations not made in this Agreement. Any slideshows, presentations, reports, decks, or other materials or deliverables specifically requested by, and created for, Client under this Agreement (all "**Deliverable(s)**") will be delivered in accordance with this Agreement. Client and the Consultant will be referred to individually as a "**Party**" and collectively as "**Parties**".

This Agreement will also govern any other services requested by the Client, or that because a natural outgrowth of the originating services, unless a new agreement is signed. This includes services performed for subsidiaries or sister companies or entities of the Client.

2. How Contracting Works

(a) The parties may execute these terms as one-off terms and conditions. However, where the Client wants to issue multiple statements of work, scopes, purchase orders, or other transactional documents (however they are called) this Agreement will serve as a Master Service Agreement; in which case all subsequent services will be under this Agreement.

(b) For clarity, where a transactional document is issued by Client for services by Consultant, they will

be governed by this Agreement if no other mutually signed terms and conditions are executed between the Parties. This includes where Client's transactional documents reference online terms and conditions. Where the term of the Agreement has expired, it will be considered renewed for the purposes, and duration of, the new services.

(c) To the extent supplemental transaction documents, purchase orders, or scopes conflict with this Agreement, this Agreement will prevail unless there is specific reference to the section of this Agreement that is to be modified, in which case the modification will be effective for that scope, statement of work, purchase order, or transactional document. Pre-printed terms and conditions in Client's transactional documents will be null and void.

3. How Services Work

Before we start Services, we will establish a Statement of Work. The Statement of Work will outline the Services we perform and how. We will only be responsible for delivering Services outlined in the Statement of Work, to the specifications outlined in the Statement of Work. Upon agreement of the Statement of Work, these terms and conditions, and any attached documents, both Parties will sign the Proposal Acceptance Statement. **Please note, services outside of the Statement of Work will incur additional charges.**

4. Nature of the Services — No Guarantees

Our work and professional opinions are based on various sources of information and data. It is not uncommon for misreporting or inaccurate data entry by these original sources, including government agencies. Although we make efforts to screen for errors or data bias, it is impossible to eliminate all inherent error. **For this reason, we do not guarantee specific results and you agree to hold us harmless from the responsibility to attain specific results.** The services and work product you receive from us are recommendations only, and

subject to change as new or corrected information is obtained. Any work product received during services is an educated guess, using best practices in our industry and our best beliefs based on our expertise in the field.

There are no absolutes in this work, and because of this we do not warrant the accuracy of test results or recommendations or take liability where there is an inaccuracy with results. By signing this Agreement, you agree this is the case and you agree to indemnify, defend, and hold us as well as our Group (defined further below) harmless from any claims, damages, fees, or penalties you suffer as a result of relying, or not relying, on work product from the Services. However, if you believe we have performed an aspect of the Services that does not conform with best industry practice, notify us as outlined in Section 12 and we will remedy as outlined in the same Section.

5. Equipment, Supplies, and Client Obligations

The Client must: (i) provide access to its sites, and other facilities, as may reasonably be requested by Consultant; (ii) provide such materials, equipment, or information as the Consultant may request and ensure that such Client materials or information are complete and accurate in all material respects.

6. Changing Services

If Client wishes to change the scope or performance of the Services, it must submit details of the requested change to Consultant in writing. The Consultant will, within a reasonable time after the request, provide a written estimate to Client of any impact the changes will have on the Consultant's performance. Once negotiated and agreed to all changes must be reduced to writing to bind the Parties. The Consultant will continue to perform the Services agreed to and will not have an obligation to perform services being requested, until pricing and terms are agreed to and signed in a writing.

7. Independent Contractor

The relationship between the Parties is that of independent contractors. Nothing in this Agreement should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have

authority to contract for or bind the other Party in any manner.

8. Your Responsibilities

You agree to: (i) respond promptly to the Consultant's request to provide direction, information, approvals, authorizations or decisions reasonably necessary to perform Services; and (ii) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to the Services.

9. Your Acts or Omissions

If our performance under this Agreement is prevented or delayed by any act or omission of you or your agents, we will not be in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you as a result of the delay or omission, to the extent the costs, charges or losses directly or indirectly arise from the prevention or delay.

10. Delivery, Acceptance & Delays

Our delivery is contingent upon your adherence to your obligations outlined herein. If our performance is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants or employees, we will not be deemed in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

You will have ten (10) days from the delivery date to reject Deliverables, specifying where the Deliverables fail to comply with the Agreement or the applicable Statement of Work. Upon its receipt, we will re-perform the original Services so that the Deliverables conform to the specifications in this Agreement or the applicable Statement of Work. Not rejecting within this ten-day period will be deemed as acceptance, with all outstanding amounts becoming due and payable.

11. Fees and Expenses; Payment Terms; Interest on Late Payments

(a) In consideration of the Services performed by us, you will pay the Fee(s) outlined in the Statement of Work.

(b) You must pay all invoiced amounts due within thirty days from the date of our invoice. You must make all payments in US dollars by check, unless other arrangements are made for credit card or wire transfer prior to entering this agreement. In the event we do not receive payments from you after becoming due, we may: (i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance of all Services until payment has been made in full.

12. Our Service Representations, Warranties and Disclaimers

(a) We warrant we will perform the Services using personnel of the required skill, experience, and qualifications. We will also perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(b) Your sole remedy, and our sole obligation, where there is a breach of the warranty in 12(a) will be re-performance of the Services provided you notify us of the failure within sixty days of the completion of Services. Where we, in our discretion, believe we cannot re-perform the Services we reserve the right to refund a pro-rated amount paid for the Services not conforming to this Agreement. **THE REMEDIES IN SECTION 12(b) WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND CONSULTANT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 12(a).**

(c) In interpreting information and/or making recommendations, either written or oral, as to logs, test or other data, we will give you the benefit of our best judgment based on our experience. Any interpretation of test or other data, and any recommendation or description based upon such interpretations, are opinions based upon inferences, relationships, and assumptions from empirical data and measurements. These inferences and assumptions are not infallible and may differ between professionals. **Accordingly, we cannot and do not warrant the accuracy, correctness or completeness of any such interpretation or recommendation, and interpretations or recommendations should not, therefore, under any circumstances be relied upon as the sole or main basis for any work, purchase, financial decision, or safety decisions.**

(d) EXCEPT FOR THE WARRANTY in 12(a), WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) SPECIFIC RESULTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Client's Liability and Our Limitation of Liability

(a) Client Group will be responsible for, and agrees to indemnify, defend and hold Consultant Group harmless from, any Claims that arise because of, or result from, bodily injury, death, property damage, or loss of property (in whole or part) that occurs as a result of Client Group's actions and/or during the term of the Agreement. However, the foregoing will not apply to the extent Claims arise because of or result from Consultant's gross negligence or willful misconduct.

(b) Where Consultant gets notice of a violation, it reserves the right to take down the allegedly infringing material and will notify Client of the claim.

(c) With respect to each party, its "Group" will mean its contractors, subcontractors, invitees, heirs, successors, assigns and agents, or any or all of such parties. In the case of the Consultant, "Group" will also include its subsidiaries or affiliates. "Claims" means all claims, losses, damages, expenses, causes of action, events, suits, judgments and liability of every kind, including without limitation all expenses of litigation, court costs and reasonable attorney's fees arising from this Agreement or the Services provided.

(d) IN NO EVENT WILL CONSULTANT GROUP BE LIABLE TO CLIENT (OR TO ANY THIRD PARTY) FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING

THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(e) IN NO EVENT WILL CONSULTANT GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US UNDER THE APPLICABLE STATEMENT OF WORK, PURCHASE ORDER, SCOPE OR OTHER DOCUMENT REQUESTING SERVICES.

14. Term and Termination

This Agreement is effective on 03/03/2025 and will continue until 09/30/2028. The Agreement will continue until: (i) You cancel within thirty days; or (ii) earlier terminated by the parties in accordance with this Section 14.

In addition to any remedies available under this Agreement:

(a) We may terminate this Agreement (with immediate effect) by giving you written notice if you: (i) fail to pay any amount when due under this Agreement and such failure continues for seven days after your receipt of a notice for nonpayment; (ii) have not performed or complied with, or are in breach of any terms of this Agreement, in whole or in part; (iii) we are asked to render a position, or take an action, that is unprofessional, unethical, jeopardizes licensing, or is a violation of law, or (iv) upon 30 days' advance written notice. Where we terminate this Agreement under Section 14(a)(iv), we will reimburse amounts paid for Services not yet performed, but you will not be entitled to any other compensation. Where this Agreement expires or terminates for any other reason, all amounts payable will immediately become due and must be paid by you.

(b) You may terminate this Agreement (with immediate effect) by giving us written notice if: (i) you send written notice that we have not performed or complied with any of the terms of this Agreement; or (ii) at your convenience upon thirty days' advance written notice. Where you terminate, all amounts payable for services rendered up to the termination date will immediately become due and must be paid.

(c) For clarification, all licenses under 15(a) will survive termination of this Agreement unless otherwise stated in writing.

15. Intellectual Property

(a) Upon payment of all amounts due, Consultant hereby grants to Client an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon any Deliverables or any documentation, data compilations, reports, plans, specifications, calculations, estimates, training materials, and any other media, materials or other objects produced directly as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work (collectively "**Client Materials**"). You grant Consultant an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon any Deliverables to provide the Services under this Agreement.

(b) Any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted, or used by Consultant (collectively "**Consultant Materials**") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Consultant Materials except as necessary to exercise its license in the Client Materials provided for above. Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all Intellectual Property Rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Client Materials (as defined above), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.

(c) To the extent that any of our pre-existing materials (including, but not limited to, our confidential information, our trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith) are contained in the Deliverables, we retain ownership and hereby grant you a personal, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such

preexisting materials and derivative works for internal business or internal marketing use.

(d) You grant us a limited, revocable, royalty-free, worldwide, sublicensable right to use your trade names, logos, corporate names, and domain names for the purposes of marketing you as a client. If you decide to end this license, send an email to info@adaapta.com.

16. Confidentiality

All non-public, confidential or proprietary information of the Consultant's, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed or made accessible by Consultant to Client, orally or in writing, electronic or other form or media, and whether or not identified as "confidential," in connection with this Agreement is confidential, and may not be disclosed or copied by Client without the prior written consent of the Consultant. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at the time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party. This Section will apply reciprocally to the Client. Upon request, the Parties may enter into a separate confidentiality agreement to protect the confidential or proprietary information of Client. This separate agreement will be subject to, and in the event of conflict superseded by, this Agreement. Either Party will be entitled to injunctive relief for any violation of this Section.

17. Compliance with Law

Each Party agrees it and its Group will comply with all applicable laws, regulations or mandatory mandates in the geographic location where Services are being performed. Where there is a violation of this Section, the failing Party will indemnify, defend and hold harmless the other Party and its Group against all damages, losses, penalties, fees and costs (including reasonable attorney's fees or dispute costs) arising from or relating to the violation to the extent of it or its Group's failure.

18. Force Majeure

Neither party will be liable or responsible to the other party, or be in default or breach, for any failure or

delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of either party including, without limitation, acts of God, flood, fire, governmental actions, strikes or other labor disputes, materials or telecommunication breakdown or power outage.

19. Miscellaneous

Waiver. No waiver of provisions in this Agreement will be effective unless in writing and signed by Us. No failure to exercise, or delay in exercising, this Agreement (entirely or partially) will be a waiver thereof.

Notices. All written notices, requests, consents, claims, demands, waivers and other communications (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth above or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), or email with receipt of confirmation. Unless this Agreement says otherwise elsewhere, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement. The Consultant reserves the right to sub-contract Services under this Agreement with at least thirty days' notice to Client and with Client's prior written approval.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns.

Nothing, express or implied, confers upon any other person or entity any legal right, benefit or remedy of any nature whatsoever under these Terms.

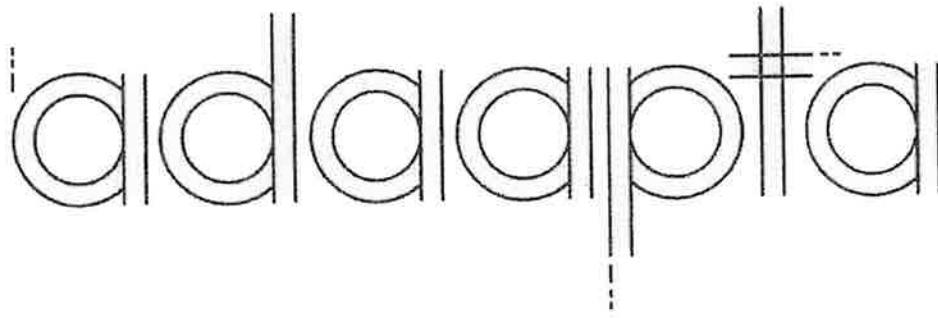
Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

Venue. Any legal suit, action or proceeding arising out of or relating to this Agreement must be in the federal or state courts of Houston, Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival. Sections 11, 12, 13, 14, 15, 16, 17 and 18 will remain in force after any termination or expiration of this Agreement.

Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



2025/2026 Labor Rates

<u>Labor Rates</u>		
Staff	Hourly Rates	Key Personnel
Principal	\$250	Mary Hashem and Danielle Getsinger
Expert Consultant	\$250	Shannon Loomis, Patricia Gage, Van Tom Currell, Stuart Miner, Katie Coyne, Mayra Bontemps, and Sarah Wiebenson
Director	\$200	Michelle Spohnheimer, Treasa Antony and Beth McDonald
Senior Staff	\$175	Richard Lesser, Rocío Caballero-Gill, and Jessica Francis
Associate Staff	\$150	Jamie Saunders
Project Manager	\$135	Krisandra Provencher
Technical Staff	\$125	Shelby Duncan
Researcher	\$100	TBD
Clerical	\$85	Erica Angell and Nick Groke

Other Direct Costs

Project-related expenses, including travel, materials, subcontractor costs, fees, and other costs incurred specifically for the project, will be invoiced at actual rates without markup.

ADAAPTA, LLC
1525 RALEIGH STREET, STE. 240 | DENVER, CO | 80204
3302 CANAL STREET, STE. 32 | HOUSTON, TX | 77077
PO BOX 105 | MIDDLEBURY, VT | 05753