

June 20, 2023

Richard Colesante, Chair  
North Shore Council of Governments  
c/o Town of West Monroe, Fiscal Agent  
46 County Route 11  
West Monroe, NY 13167

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
ECONOMIC RESILIENCY AND RECOVERY PLAN**

Dear Chair Colesante:

MRB Group is excited to support the North Shore Council of Governments ("NorCOG"), in partnership with the NYS Tug Hill Commission, in completing an Economic Resiliency and Recovery Plan. At your request, we have prepared the following proposal letter for your review and signature.

**I. Project Understanding**

NorCOG, including its component municipalities of the Towns of Constantia and West Monroe and the Villages of Central Square and Cleveland, has identified economic revitalization and resilience as key priorities. In particular, they are interested in exploring opportunities related to the Micron plant development and Oneida Lake recreation, as well as addressing infrastructure challenges. MRB Group has prepared a proposed scope of services to assess economic indicators and current conditions in the partner communities and to prepare recommendations for programming and other investments that will support economic vitality. This effort will also be supported by the Tug Hill Commission.

**II. Scope of Services and Compensation**

**Task #1 – Kickoff and Project Management**

We will hold an initial project management call with Tug Hill staff to discuss the composition of a project committee to include the NorCOG board plus 2-3 key stakeholders. During this kickoff call, we will refine the project scope and schedule and identify existing plans and studies to review as part of our initial discovery process.

Following this call, the MRB Team will review these materials so that our work builds on existing relevant analyses and plans.

Throughout the project, the MRB Group project manager will hold bi-weekly project management calls with Tug Hill staff to maintain the schedule. We have found that these calls are vital to ensure you are up-to-date on the project's progress. We encourage you to reach out to us with any questions or updates throughout the project between these calls.

#### Task #2 – Economic & Market Analysis

We will conduct a thorough analysis of the area's economic trends and market conditions using our array of proprietary economic development data sources, particularly Lighcast (formerly Emsi), Esri Business Analyst Online, and CoStar (real estate data). Examples of the type of information include historic and projected trends in industry establishments, employment, and wages; concentration and competitiveness of industries in the area; retail leakage (excess demand not met by businesses in the area); and market dynamics for office, retail, industrial, and multi-family residential property. This analysis will allow us to answer questions such as: What are the top industries in the area based on current and projected employment, growth, and concentration? What are potential emerging sectors, and how is local economic activity shifting in the wake of the pandemic? How can the area capitalize on growing regional clusters? What industries might require more or less physical space in the area going forward?

**Deliverable:** *Economic & Market Analysis narrative with accompanying data.*

#### Task #3 – Committee Kickoff

Following the Economic & Market Analysis, we will hold a meeting with the Committee. During this meeting, the MRB Group team will facilitate an initial discussion about community opportunities and challenges, review the market analysis findings, and outline a community engagement process. We will also ask the Task Force to help identify any additional existing plans, maps, and other relevant documentation as part of our discovery process, as well as key stakeholders that might be helpful to include in the public engagement process.

Throughout the project, we anticipate that the Committee will meet a total of 3 to 4 times to review reports, provide insights, and prepare for key tasks.

#### Task #4 – Community Engagement

Based on the community engagement plan finalized in Task #3, MRB Group will solicit input from relevant stakeholder groups. We anticipate that MRB Group will:

- Develop surveys tailored to businesses and the general public, to be disseminated by the partner communities, with questions specific to their vision for economic opportunities and challenges, strategies for resiliency, projected business operations and activity, and community vibrancy.
- Hold one-on-one or small-group interviews with key stakeholders, an initial round following the first committee meeting and then a second round following the first public meeting.
- Facilitate two public meetings: One after the initial round of interviews (see Task 4), and one at the conclusion to present the Economic Development Action Plan and accompanying deliverables (see Task 6).

Throughout the project, MRB Group will incorporate input and feedback from the surveys, these public meetings, and the Committee.

#### Task #4 – Public Meeting

MRB Group will hold a public meeting at which we will present key findings from the Economic & Market Analysis and stakeholder input gathered to date. This meeting will then focus primarily on identifying the key opportunities and challenges the area faces and crafting strategies and actions to address them. A facilitated discussion will gather insights from elected officials, planning and zoning board members, and other key municipal representatives, and engagement activities will be incorporated to gather public input.

**Deliverable:** *Public meeting summary.*

#### Task #5 – Economic Development Action Plan

Using the preceding Economic & Market Analysis and stakeholder engagement as a foundation, the MRB Group team will then compile an Economic Development Action Plan in a matrix format that is grounded in market realities yet contains ambitious and transformative goals that can be achieved by the partner communities in collaboration with stakeholders. This will take the form of a spreadsheet that maps out strategies and recommendations, steps to implementation, lead party, schedule, funding sources, etc. This matrix will be designed to serve as a living document that can be updated and adapted post-project as the area makes additional strides in economic development.

**Deliverable:** *Economic Development Action Plan Matrix.*

**Task #6: Plan Production & Final Public Meeting**

Using the previous deliverables and Committee's feedback, MRB Group will refine all deliverables and compile them into an Economic Resiliency and Recovery Plan.

MRB Group will present the plan at a final public meeting.

**Deliverable:** *Economic Resiliency and Recovery Plan (PDF format); presentation.*

**Total Proposed Compensation.....\$25,000.00**

*The cost figure shown above represents our lump sum amount, to be billed on a percent-complete basis. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client and, if approved by the Client, would be charged on a time-and-expenses basis at our standard rates. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

**III. Timeframe**

MRB Group will begin work in late July and will complete the plan and presentation by January 31, 2024.

**IV. Standard Terms and Conditions**

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign as indicated below and return a copy to me via email at [michael.ndolo@mrbgroupp.com](mailto:michael.ndolo@mrbgroupp.com). Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



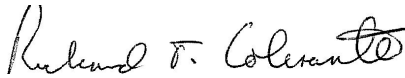
R. Michael N'dolo  
Director of Economic Development



Ryan T. Colvin, P.E.  
President / CEO

[https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/tnv-Letter Proposal--NORCOG Economic Plan--Tug Hill Commission\\_v2.docx](https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/tnv-Letter Proposal--NORCOG Economic Plan--Tug Hill Commission_v2.docx)

**PROPOSAL ACCEPTED BY:** North Shore Council of Governments



Chair

June 28, 2023

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS  
ECONOMIC DEVELOPMENT SERVICES**

**A. TERMINATION**

Either party may terminate this Agreement with seven days' written notice if the other party fails to materially perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is so terminated, the client shall promptly pay to MRB Group Engineering, Architecture, Surveying, D.P.C. ("MRB") for (a) services performed prior to the date of such termination, based on MRB's reasonable estimate for the portion of work completed, plus (b) all reasonable costs incurred by MRB in connection with such termination. If, prior to termination of this Agreement, the client directs MRB to suspend or abandon any work, the client shall promptly pay MRB for services performed prior to receipt of such notice from the client.

**B. INSURANCE**

MRB agrees to procure and maintain, at its sole expense, such insurance policies as are customary in the industry.

**C. INDEPENDENT CONTRACTOR**

The parties agree that MRB is an independent contractor, and will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

**D. SUCCESSORS AND ASSIGNS**

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment absent such consent shall be void. This Agreement shall be binding on each party's successors, executors, administrators and assigns.

**E. INVOICES AND PAYMENT**

The client will pay MRB for services in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All payments are due within 30 days after receipt of the applicable invoice. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If the client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against the client and without thereby incurring any liability to the client, elect to terminate performance hereunder upon ten (10) days prior written notice to the client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, the client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. The client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**F. INDEMNITY**

The client will require any contractor and subcontractors performing the work to hold the client and MRB harmless and indemnify and defend the client and MRB and their respective officers, employees and agents from all claims arising from client's use of the services, except to the extent arising from MRB's negligence or willful misconduct.

**G. LIMITATION OF LIABILITY**

IN NO EVENT WILL MRB BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY MRB, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. MRB'S LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TO MRB BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

**H. MISCELLANEOUS**

The Agreement may be amended or modified only with the written consent of both parties. The rights and remedies set forth herein shall be in addition to all other rights and remedies available at law or equity. The Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in the federal courts or the courts of the State of New York, with a venue in Monroe County, New York, and the parties hereby irrevocably waive all jurisdictional defenses and irrevocably consents to the personal jurisdiction of such courts.