

December 22, 2022

David Linger, Chair
Geneva Local Development Corporation
47 Castle Street
Geneva, New York 14456

**RE: PROFESSIONAL SERVICES AGREEMENT 2023
ECONOMIC DEVELOPMENT AND MANAGEMENT SERVICES—GENEVA LDC**

Dear Mr. Linger:

The City of Geneva has established a clear vision for economic and community development and has developed a strong organizational infrastructure to advance your development goals and objectives. The City's Local Development Corporation represents a unique asset with a diverse set of powers and other tools to accelerate development and growth in the City.

Over the last year, MRB has been providing administration, staffing, compliance, and implementation support to the LDC as the City of Geneva continues to rebuild staffing levels. It is our understanding that the LDC requires similar services in 2023, but that it is likely that some or all of these responsibilities will transition to a City staff person at some time during the year. As you are aware, MRB Group has established an economic development team, with a diverse skill set and range of expertise perfectly aligned with the LDC's needs for organizational management and economic development strategy implementation. While there are over a dozen economic development and planning professionals on MRB's SmarterLocalGov team, the primary team for the Geneva Local Development Corporation would include:

- *Tracy Verrier, Senior Economic Analyst (Project Manager):* Tracy will continue to serve as the primary project manager for this effort. Tracy serves communities throughout New York State with their economic development needs, and has a strong background in community development organizational management. At MRB Group, she has supported the launch and continued organizational development of several economic development organizations. In her service prior to MRB Group, she served as an executive director to the Cayuga County and Auburn IDAs, the

Cayuga Economic Development Agency, and the Auburn Local Development Corporation.

- *Matt Horn, Director of Local Government Services (Client Manager/Project Advisor):* Matt currently supports multiple communities in their downtown revitalization, housing development, and business attraction efforts. A long-time Geneva resident, Matt served as the executive director of Geneva's LDC prior to joining MRB Group and has intimate familiarity with development opportunities and the role of the LDC in Geneva economic development.
- *Emma Falkenstein, Planning Associate (Administrative & Implementation Support):* Emma currently works with multiple communities throughout New York State on their comprehensive planning and grant writing needs and specializes in urban revitalization strategies and community stakeholder engagement. An alumna of Hobart and William Smith Colleges, Emma is very familiar with Geneva.

Our project team has supported and provides current economic development and organizational management support to a number of local government economic development organizations. Similar projects include:

- *Management and Economic Development Services—Canandaigua Local Development Corporation:* MRB Group supported the launch of a joint venture between the City and Town of Canandaigua for a combined economic development effort and has served as the executive management partner for the agency since its inception in 2018.
- *Organizational Framework Development, Launch, and Ongoing Compliance Support—Cape Vincent Local Development Corporation:* MRB Group helped the Village and Town of Cape Vincent to develop an organizational framework and regulatory compliance measures for a new joint Local Development Corporation, which recently launched in Fall 2022. The organization has further engaged MRB Group to provide ongoing compliance support.
- *Comprehensive Economic Development Strategy—Erie County IDA:* MRB Group's economic development team worked with the Erie County Industrial Development Agency on an update to its Comprehensive

Economic Development Strategy (CEDS). The effort entailed market analysis, public engagement, and the development of strategic development initiatives. Currently, ECIDA has engaged MRB Group to assist in launching and facilitating a new CEDS implementation committee consisting of relevant partner organizations to track and ensure ongoing progress toward the CEDS goals.

- *Project Impact Analysis—Multiple Clients:* In 2021, MRB Group developed a proprietary software tool to assist local governments and IDAs in measuring the impacts of potential projects and associated incentive packages. This tool is currently being used by over 40 IDAs across New York State.

I. Project Overview

Our engagement contemplates total management and economic development support to the LDC, including:

ADMINISTRATION

- A. Meeting Facilitation
Our Project Manager will support the Corporation in a range of responsibilities, including producing agendas, minutes, and other meeting materials, and ensuring that the Board's time is well-spent on your priorities. Additionally, we will support financial recordkeeping and performance management.
- B. Regulatory Compliance
We will ensure that all required reporting and other regulatory matters are addressed in order to maintain a positive relationship with the State of New York.
- C. Project Support
The extent appropriate, our team will act as a point-of-contact for economic development prospects, directing them to the most relevant resources for their development needs. We will also continue to support and implement existing LDC programming, such as the BID Beautification Proposal and Gateway redevelopment.

- D. Transition Support
If/when the time comes, the MRB team will help to transition any or all services, documents, files, and processes to City staff as directed by the LDC Board.

PROGRAMMING

- E. Strategy Implementation & General Economic Development Services
Capitalizing on the visioning work that the community has already completed, we will activate your strategic imperatives and support the development and deployment of new programs and initiatives to advance you toward your vision. This could include supporting the LDC's branding and outbound messaging and assessing and enhancing the City's economic development infrastructure.

II. Scope of Services and Compensation

To effectively address the scope as identified in the attached proposal, our team has developed the following project elements and associated pricing:

ADMINISTRATION

- A. Meeting Facilitation
We will support the Board in developing materials necessary for effective meetings and supporting monthly and annual operational processes. This includes:
1. Facilitating Board and Existing Committee Meetings
 2. Minutes and Financial Recordkeeping
- B. Regulatory Compliance
We will work with the Board to facilitate compliance with state and federal regulations associated with Board operations. This includes:
1. Annual Public Authority Accountability Act Compliance Filings
 2. Facilitating Annual Budget and Audit Processes
 3. Other Compliance Matters as Needed

- C. Project Support
We will work with the Board to advance existing LDC initiatives and manage new proposals for assistance. This includes:
 - 1. Serving as a Point-of-Contact for economic development prospects
 - 2. Assisting in the management of existing LDC ventures and initiatives
 - 3. Assisting up to 2 community organizations/businesses seeking LDC support

- D. Transition Support
We will work with the LDC Board and appropriate City staff to transition LDC administration. This includes:
 - 1. Transferring all relevant LDC files and documents
 - 2. Providing a compliance calendar to ensure future deadlines are met
 - 3. Meeting with City staff to provide current status of all projects, initiatives, and compliance processes

Compensationhourly not to exceed \$2,000.00/month

PROGRAMMING

MRB Group will provide all services under this “programming” section of the contract on a time-and-expense basis.

- E. Strategy Implementation & General Economic Development Services
We will work with the Board to identify, develop and advance new initiatives that align with the LDC's purpose, mission, and goals. Our team will support the Geneva community in ensuring competitiveness for regional prospect activity. This work could include, but is not limited to:
 - 1. Developing Outbound Messaging and Communications Tools
 - 2. Developing Program and Project Concepts for Board Approval
 - 3. Implementing New Programs and Projects Approved by the Board

4. Prospect Management and Business Retention Support
5. Advancing Strategic Imperatives as Developed
6. Creating/Promoting Programs to Accelerate Board Strategy
7. Grant Research, Writing, and Administration
8. Economic Impact Analyses

MRB Group will not conduct services under this section of the contract without prior authorization and additional budgetary allocation by the LDC Board.

MRB Group's Standard Rates for 2023 are:

- Director time: \$230/hour
- Senior Analyst time: \$180/hour
- Analyst time: \$145/hour
- Planning Associate time: \$135/hour
- Grant Analyst time: \$100/hour

Other expenses are charged as follows:

- Mileage at the then-current federal rate
- All other expenses, if any, charged at cost

The cost figures shown above represent our hourly, not-to-exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. 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. Project Schedule

This scope of work is intended to cover the period spanning January 4, 2023, through January 3, 2024. It is understood that part of all of the scope may be transitioned to City staff at some time during the term of this contract.

IV. Exclusions

By way of this agreement, MRB Group intends to support the Local Development Corporation as advisors and execution partners. Any

financial and/or fiduciary responsibility rests solely with the Board of Directors, and cannot be allocated to or assumed by MRB Group.

As such, our team members will prepare reports, advance purchasing procedures, and conduct other business on behalf of the LDC Board of Directors. However, we are unable to execute documents on your behalf, and cannot handle or maintain responsibility for cash, cash equivalents, or other financial instruments on behalf of the LDC.

As an alternative, we will support the Chair, Board Treasurer, or other Board designees via the preparation of necessary documentation, to be executed by those designated Board representatives.

V. 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 where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

Matt Horn
Director, Local Government Services



AP
Executive Vice President / C.O.O

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PROPOSAL ACCEPTED FOR THE GENEVA LOCAL DEVELOPMENT CORPORATION BY:

Signature

Title

Date

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

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it 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.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed 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 invoices are due upon receipt. 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 client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, 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. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.