

May 16, 2025

Kyle Lovell, City Manager
City of Oneida
109 N. Main Street
Oneida, NY 13421

**Re: Proposal for Professional Services
Economic Development Strategic Plan**

Dear Mr. Lovell,

MRB Group is pleased to provide the City with this proposal for Professional Services.

I. Project Understanding

It is our understanding the City of Oneida is seeking an Economic Development Strategic Plan as called for in its Comprehensive Plan. This strategy will be utilized to clarify and advance the city's priorities for economic development, which incorporates a broad range of business, infrastructure, community, and quality of life considerations. The strategy will ultimately provide clear direction for city staff and key partners, thereby ensuring all are working toward a common goal and set of objectives.

II. Scope of Services and Compensation

A. Project Kickoff and Project Man

We will hold an initial project management call with City of Onedia staff to ensure common understanding and to set clear expectations. During this kickoff call, we will refine the project scope and schedule, set communication protocols, identify existing plans and studies to review as part of our initial discovery process, and begin identifying committee members and key stakeholders.

Throughout the project, the MRB Group project manager will hold bi-weekly project management calls with one or two City of Oneida staff to provide updates, address any questions and concerns, and ensure the project stays on schedule. Additional individuals can be invited to these calls as needed.

B. Existing Conditions Assessment & Market Analysis

We will review existing documents, plans, planning materials, policies, initiatives, programs, and data at local, regional, and state levels to conduct an existing conditions assessment that will serve to orient our team to the needs and unique contexts present in the City of Oneida and root future strategies within a broader context. This review will also begin illuminating gaps, needs, assets, key stakeholders, and potential partners for later strategies.

We will supplement the review of existing conditions with a market analysis to understand past and projected economic trends of the City. For this analysis, we will use best-in-class data sources including Esri Business Analyst Online, Lightcast (formerly EMSI), CoStar, and NYSAR to assess key demographic, housing, industry, and real estate conditions and trends.

C. Steering Committee Kickoff

Following task B, we will hold an initial meeting with the Steering Committee. During this meeting, the MRB Group team will facilitate a discussion about community opportunities and challenges, review the market analysis findings, and outline a stakeholder engagement process. We will also ask the committee 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 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.

D. Stakeholder Engagement

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 city, with questions specific to their vision for economic opportunities and challenges, projected business operations and activity, and community vibrancy.

- Facilitate 30-minute virtual interviews with each of the Common Councilors.
- Facilitate up to 12 virtual one-on-one or small-group interviews with key stakeholders, with an initial round following the first committee meeting and then a second round following the public meeting.
- Facilitate one in-person public meeting at which we will present key findings from the research, market analysis, and stakeholder input gathered to date. This meeting will then focus primarily on identifying the key opportunities and challenges the city faces and crafting strategies and actions to address them. We suggest a flexible, open-house meeting, but can also incorporate a presentation and/or facilitated discussion if desired.
- Present the final plan at a Common Council meeting.

Throughout the project, MRB Group will incorporate input and feedback from the surveys, interviews, and public meeting.

E. Economic Development Action Plan

Using information gathered in all of the preceding tasks as a foundation, the MRB Group team will compile an Economic Development Action Plan in a matrix format. This action plan will be grounded in market realities yet contain ambitious and transformative goals that can be achieved by the city in collaboration with stakeholders. This will take the form of a table 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 as the city makes additional strides in economic development.

F. Plan Production & Final Presentation

In this final stage, our team will consolidate findings from earlier phases and committee feedback into a digestible document that can serve educational and marketing purposes for the community, as well as planning, funding, and operational purposes for the city. We will structure the executive summary to act as a distinct “pitch” document, summarizing the key findings, needs, and opportunities. As noted in the public engagement task, our team will provide one final in-person presentation to the City’s Common Council.

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

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Grant research, writing, and administration.
- B. Economic and fiscal impact analyses.
- C. Housing needs assessments and strategies.
- D. Community dashboards.
- E. Feasibility studies and tests of reasonableness analyses.
- F. Workforce development planning.
- G. Site advancement and redevelopment strategies.
- H. State Historic Preservation Office (SHPO) archaeological investigation.
- I. Design, bidding, or construction phase services.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project. We anticipate the project will take 6 to 8 months to complete.

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. Thank you for your consideration of our firm. We look forward to working with you on this very important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Verrier", written over a horizontal line.

Tracy Verrier

Deputy Director of Economic Development

A handwritten signature in blue ink, appearing to read "Michael N'dolo", written over a horizontal line.

Michael N'dolo

National Services Director of Economic Development

Proposal Accepted By:

Signature

Title

Date

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Oneida, City/O-25-0446 Economic Development Strategic Plan/Letter Proposal - City of Oneida - Economic Development Strategic Plan.docx>

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.