

AGREEMENT

This services agreement ("Agreement") is made this 6th day of December 2022 by and between the Thomas Jefferson Planning District, with a mailing address of 401 E Water Street Charlottesville VA 22902 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of PO Box 3547, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,

demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided. Notwithstanding the provisions of Paragraphs 8 and 9, in any claim that either party has intentionally harmed the other, the limits on damages in these two paragraphs shall not apply.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. Attachment C, TJPDC General Terms and Conditions and Attachment D, Title VI/Nondiscrimination Assurance are incorporated into and made part of this agreement.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the

laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.
19. During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit, hire, contract with or engage the employment of an employee of the Consultant (a "Restricted Employee"). In the event Client directly employs or contracts with a Restricted Employee without the consent of the Consultant, the Client shall pay to Consultant as liquidated damages two times the then monthly salary of such Restricted employee for a three-month period of time.
20. Contract between Client and U.S. Economic Development Administration (EDA") is included as attachment E and provisions from that contract are incorporated by reference

TERM OF AGREEMENT

21. This Agreement shall become effective as of the date first set forth above.
22. This Agreement may be terminated without cause by either party upon 30 days written notice to the non-terminating to the non-terminating party at the address set out in this Agreement.
23. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

AGREED TO:

For Thomas Jefferson Planning District

For Camoin Associates, Inc.

By: _____

By: _____

Christine Jacobs
Executive Director

Robert Camoin
President

Contact and email address for invoicing:

Phone number for invoicing:

ATTACHMENT A

Scope of Services

“We”, “Us” and “Our” shall refer to the Consultant, “You” and “Your” shall refer to the Client.

TASK 1: INTERNAL TEAM PROJECT KICK-OFF MEETING

CEDS KICKOFF

We will begin the project with a virtual kick-off meeting between the Camoin Associates and RRRC and TJPDC teams. This internal meeting will be facilitated by representatives from Camoin Associates. The purpose of the meeting will be to initiate and organize the entire project and will be scheduled in advance of a meeting with the broader strategy committee. More specifically, during this session we will:

- Discuss consultant and client roles and responsibilities;
- Review the draft project schedule and establish dates and deadlines for next steps and critical dates;
- Discuss scheduling and approach of outreach efforts;
- Establish a regular project management conference call and project management protocols;
- Discuss the establishment of the CEDS Committee for each region, the composition of its members, its role in the planning process and the need for educating members and stakeholders of the CEDS process; and,
- Discuss eventual plan execution and how to incorporate the organizational and management infrastructure needed for implementation success into the planning process.

Deliverable: Camoin Associates will provide a PowerPoint presentation and one-page summary of the CEDS process, a draft project meeting and presentations schedule, a project management plan (PMP) that includes tasks and Camoin/client roles, and Strategy Committee organizational representation recommendations.

TASK 2: CEDS STRATEGY COMMITTEE KICK-OFF

Once established, the Camoin Associates team will conduct a second virtual CEDS project kick-off meeting with the CEDS Committee and RRRC and TJPDC team to facilitate introductions, review the scope of work, timeline, and roles and responsibilities. During this meeting, members of the Camoin Associates team will facilitate the first of several conversations around the core issues impacting the business climate, resiliency, existing networks, and specific concerns. Building off recent work, planning efforts, and experience, Camoin Associates will pose strategic questions to the group to get them thinking about the issues affecting the region's ability to prepare for and respond to economic disruptions. The questions will look to highlight urgent and emergent issues influencing the Regions coming out of the pandemic and any changes to the situational assessment. The conversation will focus on issues related to economic development opportunities, response to natural and manmade disasters, preparation for future economic disruptions, and addressing market shifts in key industries. This initial conversation is intended to guide project research, additional interviews, and bring up potential challenges early in the project. The group will be asked to think about any specific and actionable projects or initiatives that the CEDS should include as a way to begin the conversation around strategy development. Lastly, the Camoin Associates team will present and discuss the factors that lead to successful strategy execution and the importance of developing the

organizational and management infrastructure and capacity throughout the CEDS planning process.

Deliverable: Information gathered from this session will be incorporated into the final report and guide project research.

TASK 3: SUMMARY OF ECONOMIC CONDITIONS

SUMMARY BACKGROUND

To begin the research process, Camoin Associates will conduct a thorough analysis and update of the region's current economic landscape. We will gather and analyze information that will help identify the region's competitive assets and opportunities for generating additional economic activity. We will assess how the region compares to the state, as well as with the nation where appropriate. For this task area, our team will work with the RRRC and TJPDC staff to collaborate on research and data analysis to meet the project's needs. The data collection effort will align with the requirements of the EDA for a CEDS.

DEMOGRAPHIC AND SOCIOECONOMIC PROFILE

Camoin Associates will develop a demographic and socioeconomic profile for each region that will be used for reference throughout the study. The demographic profile will include existing and projected trends for population distribution by age and income, number of households, median age, as well as race and ethnicity. Camoin will also compile information on labor market size and commuter trends (inflow-outflow) as well as educational attainment and unemployment trends. This data will be compiled by race and age, among other indicators to identify vulnerabilities across different populations. Where appropriate, certain county specific data points will be pulled, and maps provided.

ECONOMIC, INDUSTRY, AND BUSINESS DATA AND TRENDS

This analysis will include an in-depth examination of employment by industry at the 2- to 6-digit NAICS code level (based on what we determine to be most appropriate at the time of the analysis) and assess strength in terms of industry size, past growth, projected growth, location quotient (concentration), and competitiveness (shift-share).

WORKFORCE AND SKILLS

Workforce is the top issue across the country for economic growth. A thorough analysis of supply and demand cannot be a mere glance at job titles or occupation codes. To properly assess the real supply and demand of workforce we must conduct the analysis at the skills level. This analysis will gauge the shape and distinctiveness of the skills/industry clusters that drive the region and how the region performs against its competitors.

PRODUCT AVAILABILITY SNAPSHOT

Camoin will use CoStar, the leader in commercial real estate data, to identify real estate opportunities for development and redevelopment. This snapshot will include vacancy, absorption, an inventory of the condition of the existing stock, and the expected pipeline by land use type.

Deliverable: Through the Summary Background, we will “tell the story” of our data findings (rather than simply present data), and what those findings mean for strategy development. We will also provide a detailed data analysis and methodology as an attachment. This report will be presented to the CEDS Committee to discuss initial findings, examine potential opportunities, and uncover any additional questions to answer through data analysis.

TASK 4: STAKEHOLDER & PARTNER ORGANIZATION ENGAGEMENT

One of the most valuable ways to develop a deep understanding of two region's challenges and opportunities—and to develop solutions to meet those needs—is to involve a sufficiently broad range of internal and external stakeholders as early as possible in the strategic planning process. Below are several options for engagement work. We will work with you and/or or the committee

to understand engagement tactics that have worked well in the past, and how we can customize our approach to maximize the number of individuals and businesses reaches in this process. *The options provided below can be adapted to virtual, in person or hybrid, depending on the preference of the community.*

STAKEHOLDER INTERVIEWS AND FOCUS GROUPS

Interviews and focus groups with economic development professionals, industry leaders, developers, philanthropic groups, representative of public organizations, and non-profit leaders will gauge the current economic development environment. Camoin Associates will look to a committee representative to introduce our team to the interviewees via email or phone contact and to schedule interviews.

VIRTUAL/IN-PERSON OPEN HOUSE

We have adapted our traditional open house model into a virtual engagement tool that allows us to present an overview of information based around key themes and collect targeted information for each topic. These events will commence with a brief presentation followed by an online “tour” of an Open House portal on the project website that will feature approximately 3-4 interactive topic pages where participants will provide input via various tools such as comment boxes, polls, selecting preferred image examples, rating the priority level of potential strategies, placing markers and notes on maps, and others. This can also continue to be an in-person event and align with other on-site work.

ONLINE BUSINESS SURVEY

Surveys will be designed to reach the maximum number of businesses throughout the region to collect additional business intelligence, including understanding of the known and perceived challenges to business operations in the region, current disaster preparedness efforts, employer workforce needs, expansion/contraction plans, and the overall strengths and weaknesses of the region. We anticipate the survey to be distributed electronically through emails/newsletters, housed on county websites, and posted on social media. As needed, we will utilize our contact center to reach businesses by phone to conduct the business survey should response rates be insufficient.

CEDS COMMITTEE

We will maintain ongoing engagement with the CEDS Committee, especially at project milestones to gain consensus and feedback. We will use a variety of digital tools that will help engage the group and drive important discussions. We will interview members 1-1 to gain additional insights into certain industries and regional issues.

Deliverable: Findings from all engagement tasks will inform the final strategy and be included in the final report as appendices.

TASK 5: BUSINESS CLIMATE RESILIENCY INVENTORY

BUSINESS RESILIENCY

Understanding the current system of business networks, ecosystems, and systems that are in place will help identify what must to be done to strengthen it. This task will involve communication with economic development organizations, business leaders, small business support services, and others to understand what is current currently available, who do people tend to rely on, how resources get distributed, and what is still needed within the system.

ENVIRONMENTAL RESILIENCY

We will include information on the environmental, geographic, and natural resource conditions of the region as they pertain to economic resiliency and growth. We will seek input from organizations or groups that are leading the way in this sector to understand efforts that have been taken in the past and advancements in these plans to understand what future strategies will have the greatest impact on the region.

Deliverable: A Resiliency Analysis that demonstrates industry, business, and environmental vulnerabilities, changes over time, and strategies to mitigate challenges that emerge from the data and our interviews. A separate document outlining resiliency strategies will accompany the complete CEDS document.

TASK 6: SITUATIONAL ASSESSMENT

Moving beyond the traditional SWOT analysis, our team will conduct a meeting of each CEDS Committee to identify what in the current economic development system should be kept, changed, abandoned, or created using the lens of resiliency. This facilitated discussion will get beyond the high-level topics typically discussed around economic development tables and consider the on-the-ground issues that impact the ability for people to prosper, get ahead, and remain resilient in their own lives. The results of the exercise will be incorporated into the CEDS. We anticipate covering the following topics:

- Economic and workforce trends;
- Industry diversification;
- Economic development system capacity;
- Innovation and entrepreneurship;
- Business retention and expansion efforts;
- Infrastructure and transportation;
- Housing and quality of life amenities;
- Education system;
- Family support and childcare;
- Land use planning and zoning;
- Recent regional investment and its role in attracting economic development activity;
- and,
- Local and regional partners necessary to accomplish economic development goal

Deliverable: We will present our findings of this meeting in a video conference meeting. Feedback from the CEDS Committee will be incorporated into the final document. We anticipate this being an iterative process and that there will be several rounds of discussion before the assessment is finalized.

TASK 7: DEVELOPING STRATEGY CONCEPTS

PRELIMINARY GOALS AND THEMES

We will develop a preliminary set of goals and themes that will drive the implementation strategies for the RRRC, TJPDC and super regional CEDS. The set of goals and themes will be vetted by internal staff and then shared with the committee in advance of interactive workshops, noted below.

CEDS WORKSHOP WITH COMMITTEE

Using the preliminary goals and themes as a starting point, we will use digital tools like Slido or Padlet to host an interactive workshop that will allow participants from the committee to test out concepts, present their ideas, and gather consensus from the group on specific projects or targets for action. In addition to the project type, we will discuss funding opportunities, partnerships, infrastructure needs and timelines. We propose holding two workshops to complete this task with the committee. The first meeting will be to generate all ideas without limitations to gauge the range of projects that are supported by the group. From that meeting, Camoin Associates will refine and organize the projects into categories that will help the group further clarify the purpose of each

project, its role in CEDS implementation, and how the project will contribute to the region's economic development and resiliency goals.

SUPER-REGIONAL STRATEGIES

The second meeting will be a collaborative workshop aimed at building out the super-regional strategies and the role that each organization will play in advancing specific projects. We will examine how funding sources can be leveraged, what gaps need to be filled, and how both organizations can work together over the life span of the CEDS to ensure successful implementation. This workshop will be conducted on-site and can be coordinated with remaining interviews or discussion around implementation.

Deliverable: A vetted summary of themes and goals for RRRC and TJPDC, in addition to super-regional strategies.

TASK 8: DRAFT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

DRAFT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY REPORT AND ACTION PLAN

This draft will detail the region's strategic focus areas with action-oriented language to demonstrate how the region can leverage opportunities with the greatest potential. A digital copy of this draft report will be delivered to the committee. The CEDS will include an Action Plan Matrix; this is your implementation tool, which will serve not only as a broad plan reflecting the region's economic development intentions but also as a concise document to be frequently referenced by staff and key implementers in day-to-day operations. Each action proposed in the matrix will have related partners, timeframe, costs, resources, and outcome metrics to track progress over time. We will work closely with project stakeholders to develop the matrix using a format and layout that best meets your needs. The super-regional strategies will be incorporated as a stand-alone chapter for use by both organizations.

PERFORMANCE MEASURES

As a segue to implementation, Camoin Associates will work with RRRC and TJPDC to develop a series of metrics to evaluate the performance of the strategy implementation. We see three essential conditions that must be met for the metrics system to be fully functional: (1) the metrics and benchmarks must be highly relevant, i.e. specific to the goals and strategies enumerated with a reasonable logic model that ties actions to outcomes, (2) they must be easily attainable, i.e. not excessively expensive or requiring copious amounts of staff time to manage, and (3) they must be consistent over time, meaning that a single data point must be consistently reported and recorded from one time period to the next.

Deliverable: Draft CEDS report with Action Plan Matrix. The format will be digital and print ready file.

TASK 9: FINALIZING THE PLAN

FINAL STRATEGY DOCUMENT AND COMMUNICATION MATERIALS

Based on the committee's advisement, we will incorporate revisions into the document, Action Plan Matrix and Implementation Playbook. At this stage, we will develop a concise executive summary that will serve as an introduction to the Comprehensive Economic Development Strategy (CEDS). This summary will be written for a general audience and use graphics where appropriate. An electronic draft of this summary document will be provided to the committee and revised based on comments received via email and during Project Management calls.

If required by the EDA, Camoin Associates will package the CEDS for the statutory 30-day public comment period prior to submission to the Economic Development Administration (EDA). With RRRC and TJPDC, we will compile and respond to comments as appropriate. Camoin Associates will present the final components at an appointed meeting/venue to enable the RRRC AND TJPDC to

adopt the CEDS. We will work with you to determine the ideal participants and meeting format so that this is not just a perfunctory presentation but a session that drives you towards implementation. We will also hold a meeting/work session with the staff and the CEDS Committee to debrief, incorporate any final input, and prepare all for the launch into implementation.

Deliverable: Presentation and final draft of the CEDS and a visually appealing version of the executive summary. An electronic copy that is print ready will be provided by email.

DRAFT

ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of EIGHTY THOUSAND DOLLARS (\$80,000.00), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged monthly on a progress-to-completion basis.

a. Hourly labor rates January 1 through December 31, 2022

President / Senior VP	\$285.00 per hour
Principal	\$225.00 per hour
Senior Professional	\$165.00 per hour
Professional	\$125.00 per hour
Rate in travel status	\$85.00 per hour (all personnel)

Rates and fees are subject to adjustment annually with 30 days' notice and approval by the Client

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.