

Note on Draft Consultant Agreement: This DRAFT Agreement mirrors the RFP language. Any negotiations on scope of work as part of the consultant selection process shall be incorporated into the final Consultant Agreement.



Consultant Agreement

THIS AGREEMENT is made by and between the Hudson Valley Regional Council, Inc., a New York Not For Profit Corporation ("HVRC"), with offices at 105 Ann Street #2, Newburgh, NY 12550 and [Consultant Name] ("Consultant") with offices at [Consultant Address].

1. SCOPE OF SERVICES

Consultant has substantive experience with the development of Comprehensive Economic Development Strategies (CEDs), a US Department of Commerce Economic Development Administration (EDA) planning document. As such, HVRC is entering into this Agreement with Consultant based on this expertise for the scope of services ("Scope"), hereinafter described. After receiving written notice to proceed under this Agreement, Consultant will provide consulting services ("Scope") to conduct stakeholder engagement, conduct specific lines of research, and develop a finalized draft 5-Year CEDs Plan for the Hudson Valley Regional Council Economic Development District ("HVRC EDD"). The below deliverables ("Tasks") are funded by the EDA and match contributions to HVRC from the seven Mid-Hudson member counties.

1.1. SCOPE BACKGROUND

As an EDA-funded CEDs, the final product shall meet the EDA's basic CEDs requirements. Current EDA guidelines for the development of CEDs plans are available on the [EDA's CEDs website](#) as well as [020625 guidelines recommendations document](#). Per regulations governing the CEDs (13 CFR § 303.7), the following sections must be included in the HVRC EDD CEDs Plan: Summary Background, SWOT Analysis, Strategic Direction/Action Plan, Evaluation Framework, Economic Resilience, and Workforce Development.

Guiding elements important to the development of CEDs plans are bulleted below (from the EDA's [CEDs Content Guidelines: Recommendations for Creating an Impactful CEDs](#)). FEMA's 2022 [Comprehensive Economic Development Strategy and Hazard Mitigation Plan Alignment Guide](#) may serve as an additional guiding document. The EDA's current Investment Priorities are found [here](#).

- The "CEDs provides the capacity-building foundation by which the public sector, working in conjunction with other economic actors (individuals, firms, industries), creates the environment for regional economic prosperity."
- "[C]apacity building" refer[s] to the public sector's role in investing in new ideas, knowledge transfer, and infrastructure to build a foundation so that the private sector can flourish (i.e., enable economic development to promote regional prosperity)."

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- “A CEDS should be developed with broad based community participation and result in a document that is readily accessible to regional stakeholders. Potential partners for developing a CEDS could include government agencies, private sector interests, education providers, non-profits, community and labor groups, workforce boards, utilities, etc. Stakeholders should be able to use it as a guide to understanding the regional economy and to take action to improve it.”

The Scope combines HVRC’s internal staff capacity and expertise as well as Consultant expertise, permitting for submission of the HVRC EDD Draft CEDS Plan to the EDA in the required timeframe, by June 27, 2025. HVRC’s role in each Scope Task is presented where applicable. Consultant shall complete the entirety of a Scope Task where HVRC is not mentioned. Efficient completion of Scope tasks between Consultant and HVRC staff shall be ensured through weekly meetings. Weekly meeting schedule shall be established as part of the project kick-off meeting.

1.2. SCOPE TASKS

The following Tasks shall be undertaken by Consultant. HVRC’s role is presented where applicable. Consultant can expect to complete the entirety of a Scope Task where HVRC is not mentioned.

Task 1. Review existing plans and reports

HVRC has identified reports and plans related to economic development, demographic trends, transportation, and other relevant topics, listed below in Regional Documents and County Documents. Completion of this task shall be as follows:

- HVRC shall make available to Consultant a summary of key trends, goals, objectives, and actions from existing plans and reports.
- Consultant will identify, as appropriate, any additional existing plans and reports relevant and critical to this project and summarize their key trends, goals, objectives, and actions.

REGIONAL DOCUMENTS

- Hudson Valley Regional Council (2019): [2019-2023 5-Year CEDS](#)
- Hudson Valley Regional Council (2022): [Towards a Regional Resiliency Network](#)
- Hudson Valley Regional Council (2021): [US DOC EDA Distress Criteria in the Mid-Hudson Region](#)
- Mid-Hudson Regional Economic Development Council: [State of the Region: Mid-Hudson 2023 Strategic Plan](#)
- Regional Plan Association: [Impact Analysis of Housing Undersupply on the Tri-State Region](#)
- New York Metropolitan Transportation Council (2021): [Regional Transportation Plan](#)
- American Society of Civil Engineers, NYS Council (2022): [Report Card for New York Infrastructure](#)

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- Pattern for Progress (2024): [Local Zoning, Regional Needs](#)
- Office of the New York State Comptroller (2024): [Performance of Industrial Development Agencies in New York State](#)
- Office of the New York State Comptroller (2024): [New York State Business Owners](#)
- UHY / Siena College Research Institute / HVEDC: [18th Annual Upstate New York Business Leader Survey](#)
- Orange & Rockland (2025): [Climate Change Resilience Plan](#)
- Central Hudson Gas & Electric (2024): [Climate Change Resilience Plan](#)
- Mid-Hudson Planning Consortium (2013): [Mid-Hudson Regional Sustainability Plan](#)

COUNTY DOCUMENTS

- Dutchess, Orange, & Ulster Counties (2021): [Connect Mid-Hudson Transit Study](#)
- Dutchess, Orange, & Ulster Counties: [Mid-Hudson Valley Transportation Management Area](#)
- Dutchess County: [Dutchess County Economic Development](#)
- Orange County (2015): [Orange County Economic Development Strategy](#)
- Orange County (2023): [Orange County Climate Resiliency Plan](#)
- Rockland County: [Rockland County Economic Development](#)
- Sullivan County: [Sullivan County Economic Data](#)
- Sullivan County: [Hazard Mitigation Plan](#)
- Ulster County (2020): [Building a People Centered Economy](#)
- Westchester County (2024): [Local Government Operations Climate Action Plan](#)

Task 2. Update analysis of economic development conditions of region

A clear presentation of the local economic situation of a region, as revealed by an analysis of current data, will be prepared in preparation for stakeholder engagement and CEDS plan development.

- a) Demographic and socioeconomic
- b) Environmental, geographic, climatic, and cultural
- c) Emerging or declining clusters or industry sectors
- d) Infrastructure assets related to economic development (e.g., water, sewer, telecommunications/broadband, energy distribution systems, transportation modes, etc.)
- e) Relationship of Region's economy to other relevant geographic areas
- f) Factors directly affecting economic performance (e.g., workforce issues; innovation assets; industry supply chains; state and local laws; financial resources; transportation systems; energy costs; business, personal, and property taxes; bonding capacity; land use patterns)
- g) Other factors related to economic performance (e.g., housing; health services; educational, cultural and recreational resources; and public safety)

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Completion of this Task shall be as noted below. Work on this Task should be built on existing reports and analyses.

- HVRC staff shall collect and analyze data a) – e), including the preparation of relevant charts. Prior to HVRC's development of an accompanying chart narrative, Consultant shall conduct a quality and formatting check on the data and charts, providing guidance for any requested updates or direction on collection of any additional data.
- Consultant shall collect and analyze data f) and g), including the preparation of relevant charts and narrative.

Task 3. Prepare strategic analysis

Using relevant data and background information developed under Task 2, Consultant will identify the internal and external factors that influence the Region's competitive positioning. Consultant will use an applicable strategic analysis framework, such as SWOT / SOAR / NOISE.

Task 4. Engage stakeholders

Stakeholder engagement will both collect data and inform the development of the CEDS strategic direction and action plan. Research conducted and data collected as part of the preceding tasks will serve as the foundation for stakeholder conversations. A broad listing of stakeholder categories appear as Appendix A.

Completion of this Task shall be as noted below.

- a) HVRC will compile a listing of relevant stakeholders; develop groupings for stakeholder engagement; categorize stakeholders by engagement approaches (i.e., survey, focus group, etc.); and identify engagement order.
- b) Consultant will review items in bullet a) and work with HVRC to finalize listing, groupings, and engagement approach. Consultant shall add key relevant stakeholders as needed.
- c) HVRC will draft stakeholder questions for survey / focus groups. Consultant will review and provide feedback / edits to stakeholder questions.
- d) HVRC will create survey instrument, disseminate, manage survey completion reminders, and analyze responses and prepare results in chart and narrative formats. Consultant will review charts and narrative and provide feedback / edits.
- e) HVRC will schedule focus groups. Consultant will conduct all focus groups unless the number of focus groups requires additional support from HVRC. HVRC will provide support for focus groups, including notetaking and preparation of summary reports.

Task 5. Develop draft CEDS plan

Consultant shall prepare final draft of CEDS Plan for dissemination for public input, informed by content obtained as part of Tasks 1-4. The Plan will recognize the complex interconnections that are intrinsic to long-term economic prosperity. The Plan shall be prepared in Word, with the final draft fully formatted for public distribution and with inclusion of all relevant charts in the main body of the Plan. The Plan should be an attractive, engaging, and accessible document that outlines a clear approach to long-term economic prosperity. The Draft CEDS

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Plan will be delivered in Word to enable HVRC's incorporation of public input for preparation of the Final CEDS Plan for HVRC Board adoption.

The CEDS Plan sections are listed below. Hyperlinks to the EDA CEDS guideline webpages are provided for additional guidance.

- [Summary of Background](#): A summary background of the economic development conditions of the region.
- [SWOT Analysis](#): An in-depth analysis of regional strengths, weaknesses, opportunities and threats. Alternative strategic analyses may be used, e.g., SOAR, NOISE.
- [Strategic Direction/Action Plan](#): Strategic direction and action plan, flowing from strategic analysis, consistent with other relevant State/regional/local plans. Strategic direction should include vision and goals. Action plan should identify stakeholder(s) responsible for implementation, timetables, and opportunities for integrated use of local, State, and Federal funds. Action plan should be actionable, specific, and focused, with an emphasis on building upon the Region's assets that hold the greatest promise for long-term economic prosperity.
- [Evaluation Framework](#): Performance measures used to evaluate HVRC's implementation of CEDS and impact on regional economy.
- [Economic Resilience](#): Planning for and implementing resilience, establishing information networks, pre-disaster recovery planning, measuring resilience.
- [Workforce Development](#): Workforce development efforts as an essential underpinning of the broader economic development strategy, such as employer-driven, place-based workforce development.
- [Appendices](#): Comprised of additional data charts and narratives as well as additional information collected as part of the CEDS development process, as applicable. The appendices shall be jointly developed by Consultant and HVRC, generally following the responsibilities outlined in earlier Tasks.

HVRC shall conduct an internal review of Draft CEDS sections as they are completed by Consultant, providing feedback and edits as needed in the Word document in Track Changes mode. HVRC shall complete an internal review of the fully completed Draft CEDS prior to dissemination for public input, also in the Word document in Track Changes mode. Consultant shall make every effort to ensure version control. Consultant shall be given access to HVRC Teams site [OR ALTERNATIVE SHARING PLATFORM], which will house all relevant materials.

2. CONSULTANT AGREEMENT TERM

The Term ("Term") of this Agreement begins on April 14, 2025, upon execution of this Agreement and provision of documentation listed in sections 5. Payment and 8. Insurance of this Agreement. The Term will end on June 27, 2025, with the completion of the Draft CEDS Plan. Implementation of the Scope is contingent on HVRC's receipt of funding from the EDA.

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The schedule below highlights key dates for production of the CEDS Plan. A more detailed week by week timeline is included in Appendix B. HVRC EDD 2025-2029 CEDS Plan Completion Timeline.

Action Item	Timeline
Project Kick-off Meeting	Monday, April 14
Stakeholder Engagement Period	week of May 12 thru week of May 26
Completed Draft CEDS Plan, for Public Comment	Friday, June 27

3. NOTICE TO PROCEED

HVRC's return of this executed Agreement to Consultant shall serve the notice to proceed, with the kick-off meeting serving as project start date.

4. SUBCONSULTANTS

Consultant assumes sole responsibility for completion of Scope. HVRC will consider only one individual/firm/company as the sole contact point regarding contract matters, whether subconsultants are used for one or more parts of Scope. Subconsultants completing one or more elements of the Scope shall be identified, along with Tasks assigned to them, and the name of the firm/individual subconsultant shall be added as an appendix to this Consultant Agreement.

5. COMMUNICATIONS/DATA

Portions of Consultant's Scope will include engagement with regional partners and local governments. Although HVRC shall be responsible for conducting outreach with agreed upon stakeholders, Consultant may also outreach to select stakeholders on an as needed basis. Consultant shall inform HVRC of any meetings related to said outreach to allow for HVRC's presence. If HVRC is unable to attend said meetings after reasonable attempts to schedule with all parties or if HVRC determines its attendance is not needed, Consultant will proceed without HVRC participation upon written notice from HVRC.

HVRC understands and agrees that Consultant has existing and potential future relationships, projects, and agreements with subconsultants, regional partners, and municipalities that are not related to this Consultant Agreement. This clause does not apply to activities outside of the Scope of this Agreement. Consultant invoices shall not include billable time for activities outside of this Scope.

6. STANDARD OF CARE

The parties hereby acknowledge and agree that, notwithstanding any term or condition hereof to the contrary, it is their express intention that Consultant's performance hereunder is solely and exclusively on behalf of HVRC. All of Consultant's Scope hereunder shall be performed within generally accepted standards of professional skill and care in the same locality and under similar circumstances for firms with similar years of experience and in compliance with

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all applicable laws, regulations, codes and other requirements. Notwithstanding anything to the contrary contained in the Agreement, Consultant shall not lobby or conduct campaign-intervention activities or services within the meaning of state or federal law. Consultant will obtain all required permits and licenses in order to perform its services under this Agreement at Consultant's expense and Consultant will pay for all taxes, charges, or fees associated with the performance of Consultant's Scope.

7. PAYMENT

HVRC will pay for all authorized and properly performed services. Payments will be based on invoices, not to exceed a total contract amount of \$40,000.00 (forty thousand dollars), unless otherwise modified at a later date by an addendum agreement, for Tasks outlined in the Scope. The basis of Tasks is an hourly rate by Consultant of \$ _____. The amounts payable per Task are outlined below as a percentage of the total contract amount.

- Task 1. Review existing plans and reports: 5%.
- Task 2. Update analysis of economic development conditions of region: 5%.
- Task 3. Prepare strategic analysis: 10%.
- Task 4. Engage stakeholders: 40%.
- Task 5. Develop draft CEDS plan: 40%.

Payments shall be dependent upon satisfactory completion of Tasks in Scope. No additional payments will be made for work outside of the Tasks outlined in the Scope unless previously agreed upon in writing.

Consultant may invoice HVRC as Consultant Tasks are determined to be completed by HVRC, but no more than monthly. HVRC's receipt of payments from the EDA is a condition of HVRC's obligation to pay Consultant. Consultant's payment shall be postmarked within thirty (30) calendar days of HVRC's receipt of an acceptable invoice. In the event that HVRC experiences a significant delay in reimbursements from the EDA, HVRC may need to pay Consultant within thirty (30) days of HVRC's receipt of reimbursement from the EDA. Should significant delays arise, HVRC shall inform Consultant within fifteen (15) business days of any significant delays. HVRC shall exert reasonable and diligent efforts to collect prompt payments from the EDA.

Consultant reserves the right to stop work if HVRC is unable to pay Consultant within 90 days of receipt of Consultant's invoice. No payment will constitute a waiver of acceptance of defective or deficient services, and HVRC may withhold or set off any amounts to completely protect HVRC from any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Consultant's defective or deficient services, Consultant's breach of this Agreement, or liens filed by Consultant after Consultant has been paid in accordance with this Agreement.

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Consultant will submit invoices to Carla Castillo by email at ccastillo@hudsonvalleyrc.org; a hard-copy invoice may also be mailed to 105 Ann St #2, Newburgh, NY 12550, if desired.

Consultant shall submit a completed W-9 form, attached to this Agreement as Appendix C, upon return of this signed Agreement.

8. OWNERSHIP OF TASKS

All Tasks outlined in Scope, specifications, and other documents and electronic data developed by Consultant for HVRC under this Agreement shall become the sole property of HVRC. Consultant hereby authorizes use of Scope Tasks in connection with HVRC's performance of services across its various programmatic areas, including EDA-funded work. All Tasks developed by Consultant in partnership with HVRC shall recognize the funding source for their production as well as recognize their development by Consultant in partnership with HVRC. The final draft 5-Year CEDS Plan and HVRC Board-adopted 5-Year CEDS Plan shall be made available on HVRC's website following their completion. Consultant may at their discretion link to the Plans from their independent website.

9. NO EMPLOYMENT RELATIONSHIP CREATED

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between HVRC, on the one hand, and Consultant and any of its employees. Except as specifically permitted in the Agreement, neither party shall use the name or trademarks of the other party, nor incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

10. SUSPENSION/TERMINATION

HVRC may suspend or terminate this Agreement without cause upon ten (10) days written notice or immediately with cause. HVRC may also terminate this Agreement upon thirty (30) days written notice if funding from the EDA is terminated. If this Agreement is suspended or terminated because of no fault of Consultant, Consultant will be paid for services it satisfactorily performed prior to the date of suspension or termination.

11. RECORD RETENTION

Consultant will retain all records pertaining to its services for three (3) years following the completion or termination of Consultant's service under this Agreement.

12. INSURANCE

Consultant will maintain insurance as noted hereafter in this section and provide an ACORD Form acceptable to HVRC with submission of signed Consultant Agreement. Consultant will procure and maintain the following types and amounts of insurance for the duration of this Agreement: workers' compensation insurance as required by law; \$1,000,000 of employer's liability insurance; commercial general liability insurance of \$1,000,000 combined single limit for bodily injury and property damage; automobile liability insurance of \$1,000,000 per occurrence for bodily injury and property damage covering all vehicles, including hired, owned

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and non-owned vehicles; and professional liability insurance in the amount of \$1,000,000 per claim/\$2,000,000 aggregate. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated. The commercial general liability insurance must include contractual liability coverage, including coverage for any indemnities. HVRC shall be made additional insured on the commercial general liability and professional liability policies. Under all policies provided by Consultant above, their policies shall be endorsed to include a waiver of subrogation in favor of HVRC.

13. INDEMINIFICATION

To the fullest extent permitted by law, Consultant will indemnify, defend (including, but not limited to reasonable attorney's fees) and hold HVRC harmless from and against all liability, claims, losses, costs, expenses and fees arising out of this Agreement to the extent caused or alleged to have been caused by any wrongful or negligent acts, errors or omissions of Consultant, its agents, employees, subconsultants, suppliers or anyone for whom they are held out to be legally liable, provided, however, that the Consultant shall not be responsible for that portion, if any, of a Loss that is determined to be caused by the negligence of the HVRC. The Consultant specifically agrees that its subconsultant, agents, or employees shall possess the requisite experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the Consultant shall indemnify and save HVRC and participating towns harmless from and against all claims, suits, actions, damages, judgments, reasonable attorney's fees and costs of every description arising from and alleged to arise from the negligent performance of the services of the Consultant under this Agreement.

Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards resulting in errors in the work. Nothing in this Section or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or HVRC. Notwithstanding anything in this agreement, in no event shall either the Consultant or HVRC be liable to the other for any indirect, special, or consequential damages whether arising in contract tort (including negligence), statute or strict liability.

14. CONFIDENTIALITY

HVRC and Consultant agree that they will not disclose any confidential or proprietary information of each other as identified in writing unless authorized by all parties to do so. Consultant's employees, officers, agents, subconsultants and suppliers will also be bound to this same obligation. In addition, Consultant will not release any information to third parties or make any public statements about this Project without HVRC's express written consent.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a) Information already in the public domain;

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- b) Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- c) Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.

15. CONFLICT OF INTEREST

To the best of Consultant's knowledge, Consultant warrants that there are no relevant facts or circumstances which could give rise to a personal or organizational conflict of interest as defined herein or that Consultant has disclosed all such relevant information to the HVRC.

An organizational conflict of interest exists when the nature of the work to be performed under this Agreement may, without some restriction on future activities, impair or appear to impair Consultant's objectivity in performing the work for HVRC. Consultant agrees that if an actual, or potential organizational conflict is discovered at any time after this contract is executed, whether before or during performance, Consultant will immediately make a full disclosure in writing to HVRC.

A personal conflict of interest is defined as a relationship of an employee, subconsultant employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, or consultant in performing the contract work. Consultant agrees to notify HVRC immediately of any actual or potential personal conflict of interests with regard to any such person working on or having access to information regarding this contract, as soon as Consultant becomes aware of any such conflict. HVRC will notify Consultant of action to be taken.

HVRC may terminate this contract in whole or in part if it deems such termination necessary to avoid an organization or personal conflict of interest, or an unauthorized disclosure of information. If Consultant fails to make required disclosures or misrepresent relevant information to HVRC, HVRC may terminate the contract, or pursue other remedies.

16. CERTIFICATES

Consultant has signed and will submit with this Agreement a signed Certificate of Compliance with NYS Sexual Harassment Law and Certificate of Compliance with the Iran Divestment Act, included in this agreement as Appendices D and E, respectively.

17. NO WITHHOLDING

Consultant is solely and exclusively responsible for the satisfaction of its own local, state, and federal income tax and Social Security withholding, if any, that may be applicable to the amounts payable to Consultant under the Agreement.

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18. GOVERNING LAW/DISPUTES

This Agreement will be governed by the laws of the State of New York and, upon mutual agreement, any or all such disputes may be resolved by mediation or binding arbitration in accordance with State law.

19. DEFAULT

If Consultant becomes insolvent, HVRC may, without prejudice to any of its other rights or remedies and without liability to Consultant, terminate this Agreement and complete the services Consultant was obligated to provide hereunder as HVRC deems appropriate.

20. NOTICES

All communication required by this Agreement may be e-mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

21. ENTIRE AGREEMENT

This Agreement contains the party's entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

22. SEVERABILITY

To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.

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This Agreement is hereby executed on _____.

Consultant

Hudson Valley Regional Council, Inc.
HVRC

BY: _____

BY: _____

NAME: _____

NAME: Carla Castillo

TITLE: _____

TITLE: Executive Director

ADDRESS: _____

ADDRESS: 105 Ann Street, #2
Newburgh, NY 12550

TELEPHONE: _____

TELEPHONE: 845-564-4075

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Appendix A: Stakeholder Categories

- Arts, history, and culture
- Built and community development
- Business, industry, and workforce
- Health and safety
- Higher education
- HVRC Board members*
- Local governments
- Natural environment
- Tourism and local commerce

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**Appendix B:
HVRC EDD 2025-2029 CEDS Plan Completion Timeline**

HVRC EDD 2025-2029 CEDS Plan Completion Timeline			Week of Task Completion																													
Area	Tasks & Sub-tasks	Responsible	1/6	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	9/15			
Consultant Selection	Review RFP Responses	HVRC																														
	RFP closes																															
	Internal eligibility review																															
	Scoring Committee review																															
	Respondent Interviews	HVRC & Respondent																														
	Consultant Selection	HVRC																														
Consulting Contract Execution	HVRC & Consultant																															
Project Kick-off	HVRC & Consultant																															
Data Collection	Task 1. Review Existing Plans & Reports																															
	Prepare summaries & graphic representation	HVRC																														
	Review summaries / graphics and provide feedback / edits	Consultant																														
	Incorporate feedback / edits	HVRC																														
	Prepare summaries & graphic representation for any additional plans & reports	Consultant																														
	Task 2. Update Analysis of Economic Development Conditions of Region																															
	Identify & finalize data points to be researched	HVRC																														
	Tabulate data and prepare charts: a) - e)	HVRC																														
	Review data / charts and provide feedback / edits: a) - e)	Consultant																														
	Tabulate data and prepare chart: f) - g)	Consultant																														
	Review data / charts and provide feedback: f) - g)	HVRC																														
	Incorporate feedback / edits and prepare narrative: a) - g)	HVRC & Consultant																														
	Task 2.1. Review and Analyze Mid-Hudson Counties Projects																															
	Obtain balance of responses	HVRC																														
	Finalize data spreadsheet and develop charts																															
	Finalize narrative																															
	Task 3. Prepare Strategic Analysis	Consultant																														
	Task 4. Engage Stakeholders																															
	Compile initial stakeholder contact list, develop groupings for stakeholder engagement, categorize stakeholders by engagement approaches, identify engagement order	HVRC																														
	Review above items, add key relevant stakeholders, finalizing listing / groupings / engagement approach	Consultant																														
	Schedule focus groups: HVRC Board members	HVRC																														
	Schedule focus groups: non-HVRC Board members	HVRC																														
	Draft stakeholder questions for survey / focus groups	HVRC																														
Review and provide feedback / edits to stakeholder questions	Consultant																															
Create survey instrument and disseminate	HVRC																															

HVRC EDD 2025-2029 CEDS Plan Completion Timeline			Week of Task Completion																												
Area	Tasks & Sub-tasks	Responsible	1/6	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	9/15		
	Reminder emails for survey completion	HVRC																													
	Survey closes	HVRC																													
	Survey results analyzed, results prepared in chart and narrative formats	HVRC																													
	Review and provide feedback / edits to survey charts and narrative	Consultant																													
	Conduct virtual focus groups: non-HVRC Board members	Consultant																													
	Document focus groups and prepare summary: non-HVRC Board members	HVRC																													
	Conduct in-person focus groups: HVRC Board members	Consultant																													
	Document focus groups and prepare summary: HVRC Board members	HVRC																													
Draft CEDS Plan	Task 5. Develop Draft CEDS Plan																														
	Section: Summary of Background	Consultant																													
	Section: SWOT Analysis	Consultant																													
	Section: Strategic Direction/Action Plan	Consultant																													
	Section: Evaluation Framework	Consultant																													
	Section: Economic Resilience	Consultant																													
	Section: Workforce Development	Consultant																													
	Section: Appendices	HVRC & Consultant																													
	Review of Draft CEDS Sections																														
	Internal review	HVRC																													
Edits to Draft CEDS based on internal review	Consultant																														
Review of Draft CEDS Plan																															
Internal review	HVRC																														
Edits to Draft CEDS based on internal review	Consultant																														
2025-2029 CEDS Adoption	Board Resolution																														
	HVRC Board resolution adopted, for release of Draft CEDS for public input	HVRC																													
	HVRC Board resolution adopting Final CEDS	HVRC																													
	Public Input																														
	Draft CEDS distributed for public input	HVRC																													
	Organize and follow-up on input as received and as needed	HVRC																													
	Incorporate Final Edits	HVRC																													
Post Final Draft of 5-Yr CEDS to HVRC Website	HVRC																														
Post Final Adopted 5-Yr CEDS to HVRC Website	HVRC																														

Note on Draft Consultant Agreement: This DRAFT Agreement mirrors the RFP language. Any negotiations on scope of work as part of the consultant selection process shall be incorporated into the final Consultant Agreement.

**Appendix C:
W-9 Form**

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Note on Draft Consultant Agreement: This DRAFT Agreement mirrors the RFP language. Any negotiations on scope of work as part of the consultant selection process shall be incorporated into the final Consultant Agreement.

Appendix D: Certificate of Compliance with NYS Sexual Harassment Law

By submission of this signed Consultant Agreement, the Consultant and each person signing on behalf of Consultant certifies under penalty of perjury, that Consultant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the NYS Labor Law.

Legal Name of Consultant

Date

Authorized Signature

Title

Note on Draft Consultant Agreement: This DRAFT Agreement mirrors the RFP language. Any negotiations on scope of work as part of the consultant selection process shall be incorporated into the final Consultant Agreement.

Appendix E: Certificate of Compliance with the Iran Divestment Act

Each Consultant, any person signing on behalf of Consultant, and any assignee or subconsultant, certifies, under penalty of perjury, that to the best of its knowledge and belief, that Consultant and any subconsultant or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of this Consultant Agreement, should the Hudson Valley Regional Council ("HVRC") receive information that Consultant, assignee, or subconsultant, is in violation of the above referenced certification, HVRC will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then HVRC shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages, or declaring the Consultant in default.

HVRC reserves the right to cancel any Agreement with a Consultant that appears on the Prohibited Entities List prior to the award of Consultant Agreement and to pursue a responsibility review with respect to Consultant, assignee, or subconsultant that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____ (Name of Individual Signing this Certification),
affirm that I am the _____ (Title/Position of Signer) of the
_____ (Name of Consultant) and that
neither the Consultant nor any proposed subconsultant is identified on the Prohibited Entities List.

Legal Name of Consultant

Date

Authorized Signature

Title