



**Meeting Agenda – Audit and Finance Committee**  
 Genesee County Economic Development Center  
 Tuesday, January 11, 2022 – 8:30 a.m.  
 Location: Electronically via Zoom

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session  Governor Kathy Hochul signed legislation (S.50001 / A.40001) on September 2, 2021 extending virtual access to public meetings under NYS's Open Meetings Law, which allows virtual participation in local government meetings during the COVID-19 pandemic. This meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	M. Gray	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. The medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 1b. Enter Public Session	M. Gray	
2-6	<b>2. Chairman's Report &amp; Activities</b> 2a. Agenda Additions / Other Business 2b. Minutes: November 30, 2021	M. Gray	Vote
7-10	<b>3. Discussions / Official Recommendations to the Board:</b> 3a. November 2021 Financial Statements	L. Farrell	Disc / Vote
	3b. D & O Insurance Renewal	L. Farrell	Discussion
11-15	3c. 2022 County Funding Contract	L. Farrell	Disc / Vote
16-22	3d. ECIDA Shared Services Agreement	M. Masse	Disc / Vote
	<b>4. Adjournment</b>	M. Gray	Vote



## GCEDC Audit & Finance Committee Meeting

Tuesday, November 30, 2021

Location: Innovation Zone & Electronically

8:30 a.m.

### MINUTES

#### ATTENDANCE

Committee Members: T. Bender (Video Conference), M. Gray, P. Zeliff, P. Battaglia (Video Conference)  
Staff: L. Farrell, P. Kennett, L. Casey, M. Masse, J. Krencik, S. Hyde  
Guests: D. Cunningham (GGLDC Board Member), T. Felton (GGLDC Board Member)  
Absent:

#### 1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 9:41 a.m. in the Innovation Zone.

#### 2. Chairman's Report & Activities

**2a. Agenda Additions / Other Business** – Nothing at this time.

**2b. Minutes: October 25, 2021**

**T. Bender made a motion to approve the October 25, 2021 minutes; the motion was seconded by P. Zeliff. Roll call resulted as follows:**

P. Battaglia - Yes (Video Conference)  
M. Gray - Yes  
T. Bender - Yes (Video Conference)  
P. Zeliff - Yes

**The item was approved as presented.**

#### 3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

**3a. October 2021 Financial Statements** - L. Farrell reviewed with the Committee the significant items of the October 2021 long form financial statements and noted the following:

- Unrestricted cash increased. There is almost \$7.4M in unrestricted cash at the end of October. We collected an origination fee from Plug Power of \$2.9M. We also closed on the land sale at STAMP to Plug Power and received \$2.06 in land sale proceeds.
- We also received \$50,000 from the Town of Leroy to be used for improvements made to Leroy Food & Tech Park. In 2018, the Town of LeRoy signed an Intermunicipal Agreement with the GCEDC that committed to four annual payments of \$50,000. The Town of Leroy deferred payment in 2020 due to the pandemic. The Town has resumed payment again and we have received 3 of 4 payments.

- Restricted cash increased. We received a \$9M deposit from ESD into the imprest account related to the \$33M STAMP grant. Unearned revenue increased as well. The revenue is recognized as qualifying expenditures are made.
- Grants receivable decreased. We received reimbursement from ESD related to the \$33M grant.
- There was only a small net change to land held for development and sale due to 1) the Plug Power land sale and 2) improvements made at STAMP.
- L. Farrell and M. Masse are working on a detailed analysis of costs per acre for developable and non-developable land at STAMP.

**P. Battaglia made a motion to recommend to the full Board the approval of the October 2021 Financial Statements as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zelif - Yes

**The item was approved as presented.**

**3b. Cleaning Services-** During 2019, staff reached out to four cleaning companies to obtain quotes for 2020 cleaning services. Commercial Cleaning Services of Western New York (CCS), the company that was being used, continues to offer a competitive price and we continue to be satisfied with the services. New quotes were not obtained for 2021 or 2022 services. We anticipate getting quotes for cleaning services every three years.

Fund Commitment: Up to \$5,500, included in the 2022 GCEDC Budget.

**T. Bender made a motion to recommend to the full Board the approval of 2022 Cleaning Services with CCS, not to exceed \$5,500; the motion was seconded by P. Zelif. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zelif - Yes

**The item was approved as presented.**

**3c. Insurance Renewal** - L. Farrell stated that J. Teresi from Tompkins Insurance made a presentation at the beginning of the GGLDC Audit & Finance meeting. To summarize, Tompkins went out to market for the Agency's 2022 insurance renewal. Fourteen insurance companies were approached but they were unable to find another carrier that was able to meet the GCEDC & GGLDC's needs at an affordable rate. Selective continues to be the best carrier for the Agency's insurance needs.

The total premium proposed by Selective is within the amounts included in the EDC and LDC budgets. The cost is allocated between both entities.

**T. Bender made a motion to recommend to the full Board the approval of the 2022 Insurance Renewal with Selective as presented; the motion was seconded by T. Felton. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zelif - Yes

**The item was approved as presented.**

**3d. County Mowing Contract-** The GCEDC received a proposal for mowing of the stormwater pond at STAMP for 2022. This is included in the 2022 GCEDC budget as presented to the Committee at our previous meeting.

Fund commitment: \$700 from operational funds of STAMP. This amount was included in the 2022 GCEDC budget that was reviewed by the Board previously.

**P. Battaglia made a motion to recommend to the full Board the approval of the County Mowing Contract as presented; the motion was seconded by T. Zelif. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zelif - Yes

**The item was approved as presented.**

**3e. e3Communications Contract-** e3communications is a professional media and public relations firm/consultant that works with the GCEDC to provide strategic public relations counsel regarding organizational messaging as projects and issues develop, as well as coordination and execution of special events, media relations, promotional materials and social media programming to support the GCEDC's corporate attraction, expansion and retention missions; as well as the GCEDC's workforce and entrepreneurial missions.

In 2021, e3communications directly assisted with the launch and coordinated media for the county's Economic Development Recovery Task Force and GCEDC project announcements, as well as positive media related to the Downtown Revitalization Initiative, project groundbreakings, the GCEDC's shovel-ready sites, and workforce development projects.

Fund Commitment: A renewal of services for the January 1, 2022 to December 31, 2022 period at \$1,800 per month. This is an increase of \$125 per month, as services were previously \$1,675 per month in 2021. This expenditure is anticipated and contained in the 2022 GCEDC Operations/Marketing budget.

The increase in cost is due to an increase in anticipated hours and travel due to increased activity by the Agency.

**P. Zelif made a motion to recommend to the full Board the approval of the 2022 e3Communications Contract not to exceed \$21,600; the motion was seconded by T. Bender. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zeliff - Yes

**The item was approved as presented.**

**3f. Greater Rochester Enterprise Contract-** Greater Rochester Enterprise (GRE) is our regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of a nine-county region in the Finger Lakes Region.

GRE's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, GRE collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

GRE also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support GRE's mission enables the GCEDC to fully access all of GRE's sales and marketing talent and assets, receive advocacy on behalf of our agency for all our parks, as well as an executive board seat that allows Steve Hyde to serve on GRE's Board of Directors and on their Governance Committee.

GRE staff have shown a tireless commitment to supporting and advocacy for our economic development goals and strategies particularly as it relates to STAMP. Notably, the GRE provides strategy development and advocacy that advanced STAMP as a regional priority both in the Finger Lakes Regional Economic Development Council and at the highest levels of New York State Government.

GRE staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Fund Commitment: An investment renewal of \$50,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2022 budget.

**P. Zeliff made a motion to recommend to the full Board the approval of the 2022 Greater Rochester Enterprise Contract, not to exceed \$50,000; the motion was seconded by T. Bender. Roll call resulted as follows:**

- P. Battaglia - Yes (Video Conference)
- M. Gray - Yes
- T. Bender - Yes (Video Conference)
- P. Zeliff - Yes

**The item was approved as presented.**

**3g. Invest Buffalo Niagara Contract**— Invest Buffalo Niagara (InBN) is our non-profit regional economic development organization supported by a team of private and public-sector leaders dedicated to improving economic performance in Genesee County as part of an eight-county region in Western New York.

InBN's primary goals are to retain and expand existing business and to professionally market the region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, InBN collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities.

InBN also actively markets our region to talented professionals that are sought by companies in Genesee County and those that are pursuing projects at our major industrial parks.

The funding requested to support InBN is an integral partner in our sales/marketing efforts for the attraction of new companies and talent to our community, and advocacy in Western New York for Genesee County, the GCEDC, and the WNY STAMP Mega Site. The GCEDC's support includes a position on InBN's board of directors, influencing regional strategy aligned with our goals in Genesee County.

InBN staff have shown a tireless commitment to supporting and advocacy for our economic development goals and strategies particularly as it relates to STAMP.

InBN staff work alongside GCEDC in our efforts to grow our economy and opportunities for rewarding careers for our active workforce and young people. This includes the successful development of Project Gateway's \$232 million project at STAMP and numerous projects actively conducting due diligence for substantial investments in Genesee County.

Fund Commitment: An investment renewal of \$25,000 for continued marketing and business development support for one year. This investment cost was anticipated and contained in the 2022 budget.

**P. Zelif made a motion to recommend to the full Board the approval of the 2022 Invest Buffalo Niagara Contract not to exceed \$25,000; the motion was seconded by T. Bender. Roll call resulted as follows:**

P. Battaglia - Yes (Video Conference)  
M. Gray - Yes  
T. Bender - Yes (Video Conference)  
P. Zelif - Yes

**The item was approved as presented.**

**4. ADJOURNMENT**

As there was no further business, P. Zelif made a motion to adjourn at 10:01 a.m., seconded by T. Bender and passed unanimously.

DRAFT

Genesee County Economic Development Center  
November 2021 Dashboard  
Balance Sheet - Accrual Basis

	11/30/21	10/31/21	[Per Audit] 12/31/20
<b>ASSETS:</b>			
Cash - Unrestricted	\$ 7,275,887	\$ 7,399,875	\$ 2,257,813
Cash - Restricted (A)(1)	12,403,474	12,398,850	8,089,027
Cash - Reserved (B)	792,639	792,541	791,347
Cash - Subtotal	<u>20,472,000</u>	<u>20,591,266</u>	<u>11,138,187</u>
Grants Receivable (2)	61,850	89,600	86,350
Accts Receivable- Current (3)	344,791	312,427	280,042
Deposits	2,832	2,832	2,832
Prepaid Expense(s) (4)	7,334	17,841	26,223
Loans Receivable - Current	56,829	56,241	52,923
<b>Total Current Assets</b>	<u>20,945,636</u>	<u>21,070,207</u>	<u>11,586,557</u>
Land Held for Dev. & Resale	17,934,288	17,934,288	15,930,796
Furniture, Fixtures & Equipment	67,982	67,982	67,982
Total Property, Plant & Equip.	18,002,270	18,002,270	15,998,778
Less Accumulated Depreciation	<u>(67,982)</u>	<u>(67,982)</u>	<u>(67,982)</u>
<b>Net Property, Plant &amp; Equip.</b>	<u>17,934,288</u>	<u>17,934,288</u>	<u>15,930,796</u>
Accts Receivable- Non-current	-	-	279,650
Loans Receivable- Non-current (Net of \$47,429 Allow. for Bad Debt)	200,676	205,464	253,122
<b>Other Assets</b>	<u>200,676</u>	<u>205,464</u>	<u>532,772</u>
<b>TOTAL ASSETS</b>	<u>39,080,600</u>	<u>39,209,959</u>	<u>28,050,125</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Pension Outflows (9)	492,700	492,700	492,700
<b>Deferred Outflows of Resources</b>	<u>492,700</u>	<u>492,700</u>	<u>492,700</u>
<b>LIABILITIES:</b>			
Accounts Payable (5)	4,096	3,999	222,159
Loan Payable - Genesee County - Current (6)	295,000	295,000	290,000
Accrued Expenses	79,129	64,966	22,736
Unearned Revenue (7)	12,253,620	12,247,648	6,751,032
<b>Total Current Liabilities</b>	<u>12,631,845</u>	<u>12,611,613</u>	<u>7,285,927</u>
Loans Payable - ESD (8)	5,196,487	5,196,487	5,196,487
Loan Payable - Genesee County - Noncurrent (6)	3,130,000	3,130,000	3,425,000
Aggregate Net Pension Liability (9)	704,674	704,674	704,674
<b>Total Noncurrent Liabilities</b>	<u>9,031,161</u>	<u>9,031,161</u>	<u>9,326,161</u>
<b>TOTAL LIABILITIES</b>	<u>21,663,006</u>	<u>21,642,774</u>	<u>16,612,088</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Pension Inflows (9)	54,982	54,982	54,982
<b>Deferred Inflows of Resources</b>	<u>54,982</u>	<u>54,982</u>	<u>54,982</u>
<b>NET ASSETS</b>	<u>\$ 17,855,312</u>	<u>\$ 18,004,903</u>	<u>\$ 11,875,755</u>

Significant Events:

1. Restricted Cash - Includes cash deposited by ESD into imprest accounts related to the \$8M and \$33M STAMP grants. Additional \$9M deposit received in October. Expenditures out of these accounts are pre-authorized by ESD. Also included are funds received from the County per a Water Supply Agreement, to be put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. These funds are being used to pay for qualifying expenditures.
2. Grants Receivable - National Grid grants support marketing and development activities for STAMP and the LeRoy Food & Tech Park.

3. Accounts Receivable (Current) - Econ. Dev. Program Support Grant; MedTech Centre Property Management; termed out Project Origination Fees from HP Hood to be collected in the next 12 months, etc.
4. Prepaid Expense(s) - General Liability, Cyber, D&O, Life, long-term and short-term disability insurance.
5. Accounts Payable - e3communications expenses and interest earned on imprest accounts that will be remitted to ESD.
6. Loan Payable - Genesee County (Current & Noncurrent) - Per a Water Supply Agreement with Genesee County, the County remitted \$4M to the GCEDC to put towards water improvements located in the Town of Alabama and the Town of Pembroke and other Phase II improvements as identified by the County. GCEDC started making annual payments to the County of \$448,500 beginning in January 2020.
7. Unearned Revenue - Interest received in advance; Genesee County contribution received in advance; Funds received from municipalities to support park development; Funds received to support workforce development; ESD Grant funds to support STAMP development, not actually earned until eligible expenditures are incurred.
8. Loans Payable - ESD - Loans from ESD to support STAMP land acquisition and related soft costs.
9. Deferred Pension Outflows / Aggregate Net Pension Liability / Deferred Pension Inflows - Accounts related to implementation of GASB 68.

(A) Restricted Cash = Municipal Funds, RLF #2 Funds, Grant Funds Received in Advance.

(B) Reserved Cash = RLF #1 Funds (defederalized).



**Genesee County Economic Development Center  
November 2021 Dashboard  
Profit & Loss - Accrual Basis**

DRAFT

	Month to Date		YTD		2021	2021
	11/30/21	11/30/20	2021	2020	Board Approved Budget	YTD % of Budget
<b><u>Operating Revenues:</u></b>						
Genesee County	\$ 19,459	\$ 19,459	\$ 214,050	\$ 214,050	\$ 233,513	92%
Fees - Projects (1)	29,075	390,746	3,408,824	588,660	399,500	853%
Fees - Services	6,961	6,707	76,572	73,777	83,387	92%
Interest Income on Loans	258	306	3,057	3,575	3,313	92%
Rent	3,086	9,369	19,892	22,558	24,790	80%
Common Area Fees - Parks	-	-	355	700	500	71%
Grants (2)	(1,000)	604,744	6,322,616	3,528,842	21,692,668	29%
GGLDC Grant- Econ. Dev. Program Support	25,000	25,000	275,000	275,000	300,000	92%
GCFC Grant - Econ. Dev. Program Support	-	-	-	50,000	-	N/A
Land Sale Proceeds	-	-	2,091,880	-	-	N/A
BP <sup>2</sup> Revenue	-	399	1,342	744	8,634	16%
Other Revenue	-	-	2,159	7,133	5,000	43%
<b>Total Operating Revenues</b>	<b>82,839</b>	<b>1,056,730</b>	<b>12,415,747</b>	<b>4,765,039</b>	<b>22,751,305</b>	<b>55%</b>
<b><u>Operating Expenses:</u></b>						
General & Admin	224,915	111,328	1,274,149	1,128,707	1,415,425	90%
Professional Services	8,044	3,100	52,944	34,639	108,000	49%
Site Maintenance/Repairs	501	1,396	5,333	6,965	17,200	31%
Property Taxes/Special District Fees	-	103	5,850	3,746	3,320	176%
PIF Expense	-	-	102,174	79,475	134,115	76%
Site Development Expense (3)	-	254,652	4,392,139	2,833,030	3,660,862	120%
Cost of Land Sales	-	-	611,303	-	-	N/A
Real Estate Development (4)	-	334,987	2,580,573	1,655,635	17,928,345	14%
Balance Sheet Absorption	-	(334,987)	(2,580,573)	(1,655,635)	-	N/A
<b>Total Operating Expenses</b>	<b>233,460</b>	<b>370,579</b>	<b>6,443,892</b>	<b>4,086,562</b>	<b>23,267,267</b>	<b>28%</b>
<b>Operating Revenue (Expense)</b>	<b>(150,621)</b>	<b>686,151</b>	<b>5,971,855</b>	<b>678,477</b>	<b>(515,962)</b>	
<b><u>Non-Operating Revenue</u></b>						
Other Interest Income	1,030	991	7,702	20,133	7,000	110%
<b>Total Non-Operating Revenue</b>	<b>1,030</b>	<b>991</b>	<b>7,702</b>	<b>20,133</b>	<b>7,000</b>	<b>110%</b>
<b>Change in Net Assets</b>	<b>(149,591)</b>	<b>687,142</b>	<b>5,979,557</b>	<b>698,610</b>	<b>\$ (508,962)</b>	
<b>Net Assets - Beginning</b>	<b>18,004,903</b>	<b>10,883,996</b>	<b>11,875,755</b>	<b>10,872,528</b>		
<b>Net Assets - Ending</b>	<b>\$ 17,855,312</b>	<b>\$ 11,571,138</b>	<b>\$ 17,855,312</b>	<b>\$ 11,571,138</b>		

**Significant Events:**

1. Fees - Projects - Closed on the Gateway GS project in November.
2. Grants - \$448K Community Benefit Agreement payment dedicated to STAMP by sourcing debt service payments to the County; PIF from RJ Properties (Liberty Pumps) supports Apple Tree Acres Infrastructure improvements; PIF from Yancey's Fancy supports Infrastructure Fund Agreement with the Town of Pembroke; ESD \$33M & \$8M Grants support STAMP engineering, environmental, legal, infrastructure, etc.
3. Site Development Expense YTD - Installation of, or improvements to, infrastructure that is not owned by the GCEDC, or will be dedicated to a municipality in the foreseeable future, is recorded as site development expense when costs are incurred.
4. Real Estate Development Costs YTD - Includes STAMP development costs; house at the STAMP site purchased in 1st Quarter of 2021.

**Genesee County Economic Development Center**  
**November 2021 Dashboard**  
**Statement of Cash Flows**

DRAFT

	November 2021	YTD
<b>CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Genesee County	\$ 19,459	\$ 233,509
Fees - Projects	35,075	3,679,469
Fees - Services	-	62,577
Interest Income on Loans	230	2,825
Rent	3,086	20,092
Common Area Fees - Parks	-	355
Grants	26,750	11,839,477
BP <sup>2</sup> Revenue	-	1,342
GGLDC Grant - Economic Development Program Support	-	225,000
Other Revenue	-	2,159
Repayment of Loans	4,200	48,540
Net Land Sale Proceeds	-	2,057,657
General & Admin Expense	(200,708)	(1,202,039)
Professional Services	(8,044)	(74,155)
Site Maintenance/Repairs	(501)	(5,333)
Site Development	-	(+,461,787)
Property Taxes/Special District Fees	-	(5,850)
PIF Expense	-	(102,174)
Improv/Additions/Adj to Land Held for Development & Resale	-	(2,705,268)
Net Cash Provided (Used) By Operating Activities	(120,453)	9,616,396
<b>CASH FLOWS USED BY NONCAPITAL FINANCING ACTIVITIES:</b>		
Principal Payments on Loan	-	(290,000)
Net Cash Used By Noncapital Financing Activities	-	(290,000)
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest Income (Net of Remittance to ESD)	1,187	7,417
Net Change in Cash	(119,266)	9,333,813
Cash - Beginning of Period	202,591,266	11,138,187
Cash - End of Period	\$ 202,472,000	\$ 20,472,000
<b>RECONCILIATION OF NET OPERATING REVENUE (EXPENSE) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>		
Operating Revenue (Expense)	\$ (150,621)	\$ 5,971,855
(Increase) Decrease in Operating Accounts/Grants Receivable	(4,614)	239,401
Decrease in Prepaid Expenses	10,507	18,889
Decrease in Loans Receivable	4,200	48,540
Increase in Land Held for Development & Resale	-	(2,003,492)
Increase (Decrease) in Operating Accounts Payable	97	(217,621)
Increase in Accrued Expenses	14,163	56,393
Increase in Unearned Revenue	5,972	5,502,588
Total Adjustments	30,325	3,644,698
Net Cash Provided (Used) By Operating Activities	\$ (120,296)	\$ 9,616,553

**AGREEMENT BETWEEN  
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER  
AND  
COUNTY OF GENESEE  
FOR 2022**

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by and between the **COUNTY OF GENESEE**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 15 Main Street, Batavia, New York, 14020, (hereinafter "County"), and the **GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, organized pursuant to Section 895-3 of the General Municipal law, with its principal office located at 99 MedTech Drive, Suite 106, Batavia, New York, 14020 (hereinafter "GCEDC").

WHEREAS, it is in the best interest of the County that the many advantages of Genesee County be promoted to those who may be interested in establishing, maintaining or expanding business and industry in the County of Genesee, in order to create new employment opportunities and to maintain a healthy economy and,

WHEREAS, equally as important is the ability to retain within the County the employment already located there and,

WHEREAS, the GCEDC is organized for the purpose of promoting and encouraging economic development within the County and,

WHEREAS, the Genesee County Legislature and the Genesee County Economic Development Center are desirous of consummating a partnership agreement for continuing an energetic and continuing program of promoting industrial and economic development and enhancing the economic climate of Genesee County and,

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which Section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County.

NOW, THEREFORE, in consideration of the agreements and promises herein contained the parties hereto do hereby agree as follows:

1. The GCEDC agrees that it will continue to employ a professional staff which will maintain a continuing program of identifying, locating and contacting business and industrial prospects who may be interested in establishing or expanding their business, manufacturing and/or industrial facilities within the County of Genesee and in connection therewith the GCEDC agrees that it will maintain up-to-date factual data on all aspects of the County of Genesee for use in promoting the advantages of the County.
2. The GCEDC will, through its professional staff, conduct an ongoing local business and industry expansion and retention program. As part of this program, the GCEDC will maintain close and frequent contact and communication with local businesses including industrial firms.
3. The GCEDC will assist prospective business and industrial employers in packaging financial assistance from a variety of public and private sources as appropriate for the construction of new or expanded facilities which will result in additional employment opportunities for residents of Genesee County.
4. The GCEDC will keep the County informed of its operations through the County Legislature's representative member of the GCEDC, by means of joint meetings which either party might request and through the submission of its proposed annual budget and annual report as set forth more particularly in Paragraph 7 herein.
5. The GCEDC will, through its professional staff, coordinate with the Director of the Genesee County Planning Department in implementing this program of economic development, particularly as it relates to a Land Use Plan which has been developed for Genesee County.
6. In full payment for the services to be performed by GCEDC as set forth herein, the County hereby agrees to pay and GCEDC hereby agrees to accept from the County, the sum of Two Hundred Thirty-Three Thousand Five Hundred and Thirteen Dollars (\$233,513.00), plus an additional sum of Twenty-five Thousand dollars (\$25,000.00) to be used only for Administration of a workforce development program, which are currently the amounts designated to be paid to GCEDC in the County's 2022 budget.
7. Said payments will be made to the GCEDC upon submission of vouchers by the GCEDC


- in the form required by the County monthly in equal amounts.
8. Notwithstanding the total amount due to GCEDC as set forth above that was budgeted by the County, the County shall have the right in its sole discretion, upon twenty-one days (21) prior written notice to GCEDC, to be delivered by first class postal mail and/or electronic mail, to prospectively increase or decrease any or all of the monthly payments due and owing; provided however, that no such financial revisions shall be effective retroactively for any amounts already paid by the County to GCEDC.
  9. It is intended by both GCEDC and the County that the GCEDC's status shall be that of an independent contractor, and that nothing in this Agreement shall be construed to create an employer/employee relationship between GCEDC and the County.
  10. GCEDC, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof, and that GCEDC will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit; and GCEDC will be completely legally responsible for all of its employees.
  11. If the Internal Revenue Service or any other governmental agency questions or challenges the GCEDC's independent contractor status, then it is agreed that both the County and GCEDC shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussion or negotiations are initiated.
  12. GCEDC shall perform all of its duties and services as set forth in this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.
  13. GCEDC hereby agrees to indemnify, defend and hold harmless the County from and against all claims, losses, costs and damages (hereinafter collectively "Claims") arising out of any activities of GCEDC pursuant to the terms and conditions of this Agreement, including the cost of settling and defending any actions brought against the County. Each party shall provide the other party with timely notice of any Claims received and shall fully cooperate with each other to defend the same.

14. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of New York.
15. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless approved in writing by the parties.
16. The term of this Agreement shall commence on January 1, 2022 and will end on December 31, 2022.
17. The GCEDC agrees to submit to the County its Proposed Annual Budget for the year 2023 not later than September 1, 2022.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be affixed as of the day and year first above written.

COUNTY OF GENESEE

GENESEE COUNTY  
ECONOMIC DEVELOPMENT CENTER

  
By: Rochelle M. Stein, Chair  
Genesee County Legislature

By: \_\_\_\_\_, Chairman  
Genesee County Economic Development Center

STATE OF NEW YORK )  
COUNTY OF GENESEE ) SS:

On this 15 day of December, in the year 2021, before me the undersigned, personally appeared Rochelle M. Stein \_\_\_\_\_, Genesee County Legislature Chair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY  
Notary Public, State of New York  
No. 01CA6272329  
Qualified in Genesee County  
Commission Expires 11/19/2021

  
Notary Public

STATE OF NEW YORK )  
COUNTY OF GENESEE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me the undersigned, personally appeared \_\_\_\_\_, Genesee County Economic Development Center Chairman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**GCEDC**  
**Audit & Finance Committee Meeting Report**  
**January 11, 2022**

**Shared services agreement with Erie County Industrial Development Agency**

**Discussion:** The GCEDC has a shared services agreement with Erie County Industrial Development Agency (ECIDA) for on call IT support services. The GCEDC had this agreement since 2016 and has been very pleased with the service and response time to our issues. We would like to continue this agreement in 2022. The agreement is at an hourly rate of \$95. They also provide website hosting services for the GCEDC (\$600 annually), anti-virus software (\$720 annually), CRM Hosting (\$2,200 annually) and any version upgrade would be \$500 each occurrence as required. There has been no increase in the hourly rate since 2016, so there was a \$10 per hour increase from 2021 to 2022. All other amounts have remained the same as last year.

The following amounts were included in the 2022 budget:

Professional Services - \$6,000 for ECIDA IT consultant (web hosting, anti-virus, hourly IT support)  
Dues & Subscriptions - \$2,200 for ECIDA CRM Hosting

**Fund commitment:** Not to exceed \$6,000 as included in the Professional Services, and \$2,200 as included in Dues & Subscriptions line items of the 2022 budget.

**Committee action request:** Recommend approval of not to exceed \$8,200 for on call IT support services, website hosting, anti-virus software, CRM hosting and upgrades with ECIDA for 2022.





**Service Agreement**  
***For***  
***Information Technology Support***

January 1, 2022

## Purpose

The purpose of this Service Agreement is to formalize an arrangement between ECIDA and GCEDC to deliver specific support services at an agreed-upon cost. The mission of the ECIDA is to provide resources that encourage investment, innovation and international trade – creating a successful business climate that improves the quality of life for the residents of the region. We feel that this agreement serves to further that mission. This document is intended to provide details of the provision of support services to GCEDC. This Service Agreement will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new hardware, software and services into the support portfolio provided to and from GCEDC.

## Scope of Agreement

The following services are provided in response to the initiation of a support ticket from GCEDC staff to ECIDA support staff:

- 1.) Helpdesk support
- 2.) Software and hardware maintenance
- 3.) Security review and support
- 4.) Backup system review and support
- 5.) Server systems review, maintenance and support
- 6.) Network systems management and support
- 7.) Additional specialized software support
  - a. Peachtree
  - b. Microsoft CRM
  - c. Sophos Endpoint Protection
  - d. Others
- 8.) Website
  - a. Online application
  - b. FTP
  - c. Hosting
- 9.) Overall monitoring of hardware, software and network

Services and requests NOT covered under this agreement:

- 1.) Procurement of software or hardware
- 2.) Training
- 3.) Assistance with non-licensed or illegally obtained software

## Changes to the Agreement

### Termination

In the event that GCEDC or ECIDA wishes to terminate this agreement, 30-day notice of intent to terminate must be delivered to the opposite party. Any termination of the agreement prior to the conclusion of a project will not relieve GCEDC of the obligation to pay the fees owed to ECIDA for services performed and other charges owed to the ECIDA as agreed to in this Service Agreement.

### Amendments

This agreement may be amended at any time. Any amendments must be agreed upon by designated management from GCEDC and ECIDA.

## Process

In order to initiate a support ticket, GCEDC may use the following methods:

- 1.) Phone Call – Please leave the following information if you reach voicemail
  - a. Name
  - b. Best contact number
  - c. Available contact times
  - d. Short description of issue
  - e. Preferred method of return contact (email/phone)
  
- 2.) Email – Please include the following information
  - a. Best contact number
  - b. Available contact times
  - c. Detailed description of issue
  - d. Preferred method of return contact (email/phone)

Any major service requests requiring more than 8 hours will need approval from designated management at each organization.

ECIDA management reserves the right to prioritize any support requests.

## Metrics

ECIDA will keep a log of support requests and resolutions. This log shall include the following information:

- 1.) Service summary
- 2.) Current status (In progress/complete)
- 3.) Service start date
- 4.) Service completed date
- 5.) Client contact (user requesting the service)

Upon request, the ECIDA will make a copy of this log available as an Excel spreadsheet.

## Availability

Support staff will be available during normal ECIDA hours of operation. Any requests for service outside of designated hours must be approved by designated ECIDA management. Support staff will make their best effort to notify GCEDC main point of contact when vacation or personal time is scheduled in advance.

## Costs

**Hourly Rate:** \$95, minimum charge of ½ hour. **(Quarterly Billing)**

**Travel:** Current Federal mileage reimbursement rate for privately owned vehicle.

### **Website Hosting:**

\$50/mo for hosting **(\$600 Annual Invoice)**

- 1 Virtual Server instance (1 virtual processor, 1GB of RAM)
- 50GB of storage
- 1 x Concrete5 Site
- 1 x SQL Database
- Nightly Backup
- Off-Site Disaster Recovery Backup
- Lease of 1 static public IP address

*\*\*Upon notice of termination of hosting from either contracted entity, client will have 90 days to move the site(s) to a new host.*

### **Anti-Virus Software:**

\$720/yr for the use of Endpoint Protection Software (Anti-Virus) licenses. **(\$720 Annual Invoice)**

- Coverage for up to 10 PCs
- Installation and software support
- Management of alerts, remediation and license renewals

**Microsoft CRM Hosting (Appendix A):** \$2200 **(Annual Invoice)**, \$500 major version upgrade fee **(as required)**

Billing will occur as noted above for each item. Invoices are payable within thirty (30) days of receipt.

Key Contacts

ECIDA – 95 Perry Street, Suite 403, Buffalo, NY 14203

716-856-6525

Brian Krygier – Systems Analyst (Support requests) x 501

Atiqa Abidi – Senior Accountant (Billing requests) x 122

Mollie Profic – Chief Financial Officer (Approval and change requests) x 123

GCEDC – 99 MedTech Drive, Suite 106, Batavia, NY 14020

585-343-4866

\_\_\_\_\_ (Main point of contact)

\_\_\_\_\_ (Billing contact)

\_\_\_\_\_ (Approval and change requests)

GCEDC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

ECIDA

Name: Mollie Profic \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Signature: Mollie M Profic \_\_\_\_\_

## Appendix A

### Microsoft CRM Hosting Detail (3-year term)

The Erie County Industrial Development Agency agrees to host a live instance of Microsoft CRM for Genesee County Economic Development Center according to the terms outlined below.

GCEDC will pre-pay \$2200 annually to ECIDA which will include:

- 1.) Security updates and software patches
- 2.) Nightly backup to ECIDA on-site storage
- 3.) Twice a week backup to encrypted off-site storage
- 4.) Server maintenance (other than software)
- 5.) Power and cooling
- 6.) Internet bandwidth

GCEDC will pay a \$500 version upgrade fee, as applicable, to ECIDA which will include:

- 1.) Major version upgrade of GCEDC CRM instance
- 2.) 6 non-transferrable user client access licenses for ECIDA's Windows Server, SQL Database Server and CRM Server
- 3.) Configuration of backup to include upgraded GCEDC CRM data
- 4.) Configuration of DNS for external access changes to <https://gcedc.ecidany.com>
- 5.) Upgrade and configuration assistance of Outlook CRM plug-in
- 6.) Import of customizations into upgraded GCEDC CRM instance

Additional users beyond the initial setup will be assessed and charged on a per user basis using current pricing information. Additional users may impact the annual fee. Notice of such an increase will be given along with cost information prior to setting up any additional users.

A copy of the ECIDA backup policy is available by request.

These terms will be in effect for 3 years, at which time ECIDA reserves the right to re-evaluate the annual fee based on system usage and backup capacity. If either party must terminate this agreement during the 3-year term, ECIDA agrees to provide GCEDC with their exported CRM customizations and SQL data. 30-day written notice must be provided by the party wishing to terminate the agreement. The file(s) will be provided within 7 days of termination and would allow GCEDC to continue running their instance either in-house or with CRM online. Licensing is non-transferrable from ECIDA and would not accompany the two files. If either party must terminate the agreement, a portion of the \$2200 annual fee will be returned on a prorated basis.