

RESOLUTION APPROVING HUDSON VALLEY ECONOMIC DEVELOPMENT CORPORATION AS MANAGING DIRECTOR OF THE ORANGE COUNTY BUSINESS ACCELERATOR.

MOTION BY: Brescia

SECONDED BY: Schreibeis

WHEREAS, by resolution dated January 15, 2014, this IDA appointed the Hudson Valley Economic Development Corporation (HVEDC) as Managing Director of the OCBA on a month to month basis for the year 2014; and

WHEREAS, the IDA wishes to extend the appointment of HVEDC as Managing Director of OCBA on a month-to-month basis.

NOW, THEREFORE, BE IT RESOLVED that Hudson Valley Economic Development Corporation is appointed as of January 1, 2015, as Managing Director on a month-to-month basis at the contract amount of \$5,000.00 per month.

FURTHER RESOLVED, that the IDA attorney, in conjunction with the Executive Director and/or IDA Chairman, is hereby authorized to prepare a contract with the Hudson Valley Economic Development Corporation and the Executive Director and/or the IDA Chairman are hereby authorized to sign said contract on behalf of the IDA.

Vote:

Mr. Schreibeis	Y
Ms Rogulski	Y
Mr. Diana	Y
Mr. Brescia	Y
Mr. Steinberg	Y
Mr. Van Leeuwen	Absent
Chairman Armistead	Y

Date: January 8, 2015

6 AYES ; 0 NAYS

Resolution: Adopted

RESOLUTION APPROVING GALILEO TECHNOLOGY GROUP AS MANAGING DIRECTOR OF THE ORANGE COUNTY BUSINESS ACCELERATOR.

MOTION BY: Rogulski

SECONDED BY: Schreibeis

WHEREAS, by resolution dated January 15, 2014, this IDA appointed the Hudson Valley Economic Development Corporation (HVEDC) as Managing Director of the Orange County Business Accelerator on a month-to-month basis; and

WHEREAS, while HVEDC has performed well as the Managing Director, the IDA wishes to take OCBA in a different direction and believes that the Galileo Technology Group is best suited for that role; and

WHEREAS, this IDA wishes to appoint the Galileo Technology Group as the Managing Director of OCBA until the end of the calendar year 2015.

NOW, THEREFORE, BE IT RESOLVED that the Galileo Technology Group is hereby appointed as Managing Director of OCBA from June 1, 2015 until December 31, 2015 at the contract amount of \$5,000.00 per month.

FURTHER RESOLVED, that the IDA attorney, in conjunction with the Executive Director and/or IDA Chairman, is hereby authorized to prepare a contract with the Galileo Technology Group and the Executive Director and/or the IDA Chairman are hereby authorized to sign said contract on behalf of the IDA.

Vote:

Mr. Schreibeis	Aye	Mr. Brescia	Aye
Ms. Rogulski	Aye	Mr. Steinberg	Aye
Mr. Van Leeuwen	Absent	Mr. Diana	Aye
Chairman Armistead	Aye		

DATED: 5-14-15

6 AYES; 0 NAYS

RESOLUTION Adopted

AGREEMENT

Agreement dated as of the 1st day of July, 2015 by and between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a duly constituted Industrial Development Agency of the State of New York, with its principal office at 4 Crotty Lane, Suite 100, New Windsor, New York 12553, (hereinafter referred to as the "IDA"), and the GALILEO TECHNOLOGY GROUP, a New York State for-profit corporation, with its principal offices at P.O. Box 4029, Kingston, New York 12402 (hereinafter referred to as the "GTG").

WHEREAS, the IDA has formed a business incubator known as the Orange County Business Accelerator ("OCBA") which was designed to attract entrepreneurs by providing businesses with a menu of mentoring programs, below-market occupancy costs and access to venture capital; and

WHEREAS, GTG provides business and technology consulting services in Orange County and six other counties in the Hudson Valley with the comprehensive market data and connections with economic professionals at the regional and state levels to facilitate business resources, re-location or expansion; and

WHEREAS, the position of Managing Director of the OCBA is vacant and the IDA believes that GTG can provide the necessary leadership, experience and direction to the OCBA so that the OCBA can fulfill its mission.

NOW, THEREFORE, BE IT AGREED that:

1. Term. GTG is appointed as the Managing Director of the OCBA as of July 1, 2015 for a six (6) month engagement through December 31, 2015.

Notwithstanding the foregoing, the IDA reserves the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to GTG. GTG reserves the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the IDA. In the event of termination by either

party, GTG shall be entitled be compensated for all services rendered until the date of receipt of notice.

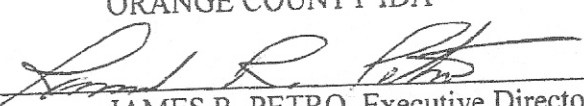
2. Compensation. For providing the services set forth below, the IDA will pay GTG \$5,000 per month. GTG will submit to the IDA monthly invoices and properly executed vouchers as a condition for payment.
3. Services. GTG will provide the following services to the OCBA:
 - A. Operations: GTG will direct the everyday affairs of the OCBA, including its finances and budget. In addition, GTG will provide to the IDA, on a monthly basis, client status updates for all new OCBA clients acquired during GTG's management tenure, marketing updates, financial status updates and any personnel issues.
 - B. Support Services: GTG will manage the provision and facilitation of one-on-one business mentoring and business advisory support to OCBA clients to prepare and support them with the challenges of growing their ventures. GTG will manage equipment and resources and provide and facilitate technical support and access to OCBA clients. GTG will increase the number of stakeholder partners to co-sponsor educational programs designed to teach networking and business skills to OCBA clients.
 - C. Marketing. GTG will manage and utilize a wide range of marketing methodologies to promote the OCBA that will include, but not be limited to, social media marketing campaigns, print and display advertisements and customized marketing challenges and events and co-marketing partnerships and sponsors. GTG will target and align its marketing activities to promote the OCBA brand, OCBA's service and industry focus areas, clients and client success stories to generate a pipeline of potential new clients.
 - D. Funding Opportunities. GTG will research and seek partnerships, grants and additional funding sources to secure equipment and other resources that may be available to OCBA clients and the OCBA in support of OCBA's mission.

4. Independent contractor. GTG acknowledges that it is an independent contractor and neither the GTG nor any of its directors, officers, employees or agents shall represent that it is an agency, officer or employee of the IDA or the OCBA. The GTG agrees that the IDA shall have no responsibilities for payment of any salaries, wages, or benefits to any employees of the GTG as a result of the monies paid under this agreement, and that the GTG will indemnify and hold harmless the IDA from any claims arising under this agreement unless said claim be due to the wrongful acts of the IDA, its employees, or agents.
5. This Agreement may be re-negotiated by the parties beginning in the fourth (4th) quarter of 2015 for continued services in calendar year 2016.
6. Assignment. This Agreement and the services to be provided hereunder may not be assigned by GTG without the prior written consent of the IDA.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

ORANGE COUNTY IDA

By: _____


JAMES R. PETRO, Executive Director

GALILEO TECHNOLOGY GROUP

By: _____

 5/30/15
PETRA KLEIN, Partner