

**RESOLUTION APPOINTING THE GALILEO TECHNOLOGY GROUP UNDER THE SUPERVISION OF VINCENT COZZOLINO TO THE POSITION OF MANAGING DIRECTOR OF THE IDA FOR 2021.**

MOTION BY: GAYDOS

SECONDED BY: DIANA

**WHEREAS**, by resolution dated July 6, 2016, this IDA amended its By-Laws to, among other things, establish the position of Managing Director for the Agency and appointed Galileo Technology Group, under the supervision of Vincent Cozzolino, to fill said position; and

**WHEREAS**, this IDA believes that Galileo Technology Group, under the supervision of Vincent Cozzolino, has performed outstandingly in its role as Managing Director of the IDA and believes that it has demonstrated the requisite skills, knowledge and experience to continue in that position.

**NOW, THEREFORE, BE IT RESOLVED** that this IDA hereby appoints Galileo Technology Group under the supervision of Vincent Cozzolino to that position.

**FURTHER RESOLVED**, that the contract between Galileo Technology Group and this IDA to be Managing Director of both the IDA and The Accelerator shall be extended for 2021.

Vote:

Mr. Gaydos AYE

Mr. Diana AYE

Mr. Brescia AYE

Mr. DiSalvo AYE

Mr. McCarey AYE

Ms. Quinn AYE

Chairwoman Rogulski AYE

DATED: 1-14-21

7 AYES 0 NAYS

RESOLUTION: ADOPTED

## AGREEMENT

Agreement dated as of the 1st day of January, 2021 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, by resolution dated as of July 6, 2016, the IDA amended its By-Laws and established the position of Managing Director and appointed Galileo Technology Group, under the supervision of Vincent Cozzolino, to that position; and

WHEREAS, the IDA has been very satisfied with the management skills and improvements made by GTG and wishes to have GTG continue to act as the Managing Director of the IDA, specifically through its partner, Vincent Cozzolino.

NOW, THEREFORE, BE IT AGREED that:

1. Term. GTG is appointed as the Managing Director of the IDA as of January 1, 2021, through the IDA's annual meeting in January, 2022. GTG will assign its partner, Vincent Cozzolino, to exclusively perform the duties of the Managing Director of the IDA as outlined in the IDA By-Laws. Notwithstanding the foregoing, the parties reserve their mutual right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination by either party, GTG shall be entitled to be compensated for all services rendered until the date of receipt of notice.

Compensation. For providing the services as Managing Director of the IDA, the IDA will pay GTG \$70,000 per year payable in monthly installments. GTG will submit to the IDA monthly invoices and properly executed vouchers as a

condition for payment. GTG is also provided office space and administrative support at \$0.00 regular monthly fee.

2. Independent contractor. GTG acknowledges that it is an independent contractor and neither GTG nor any of its directors, officers, employees or agents shall represent that it is an agency, officer or employee of the IDA. GTG agrees that the IDA shall have no responsibilities for payment of any salaries, wages or benefits to any employees of GTG as a result of the monies paid under this Agreement and that 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 officers, employees or agents.
3. Assignment. This Agreement and the services to be provided hereunder may not be assigned by GTG without the prior written consent of the IDA.
4. This Agreement may be re-negotiated by the parties beginning in the fourth (4<sup>th</sup>) quarter of 2021 for continued services in calendar year 2022.

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:

*Mary Ellen Rogulski* 2/19/21  
MARY ELLEN ROGULSKI, Chairwoman

GALILEO TECHNOLOGY GROUP

By:

*Petra Klein* 2/19/21  
PETRA KLEIN, Partner

## AGREEMENT

Agreement dated as of the 1st day of January, 2021 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 IDA operates its Middletown Accelerator ("OCBA-Middletown") at the former Horton Hospital complex located at 60 Prospect Avenue, Middletown, NY, its Newburgh Accelerator located at 603 and 605 Broadway, Newburgh, New York, its New Windsor Accelerator located at 334 Avenue of the Americas, New Windsor, New York (collectively "OCBA- Newburgh"), its Warwick Accelerator at 43-49 John Hicks Drive, Warwick, NY ("OCBA-Warwick") and its Highland Falls Accelerator at 195 Main Street, Highland Falls, NY ("OCBA-Highland Falls"); and

WHEREAS, GTG has been the Managing Director of the OCBA since July 1, 2015 and the IDA believes that GTG can continue to 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 Program as of January 1, 2021 for a one-year engagement through the IDA's annual meeting in January, 2022.

Compensation. For providing the services set forth below, the IDA will pay GTG \$80,000 per year payable in monthly installments. GTG will submit to the IDA monthly invoices and properly executed vouchers as a condition for payment. GTG is also provided office space and administrative support at \$0.00 regular monthly fee.

- A. Services. GTG will provide, under Supervision of IDA / Accelerator Committee, the following services to the OCBA,: see Attachment A. *Orange County Industrial Development Agency Business Accelerator Director Position Description.*

1. Strategy

- a. GTG will assess and recommend potential new industry sectors for possible future accelerators
- b. Presentation, to IDA Board monthly, of overall metrics of jobs created, skills needed
- c. Associate accelerators with existing Orange County Companies within adjacent business sectors to form industry clusters

2. Operations:

- d. GTG will direct the everyday affairs of the OCBA, including its finances and budget.
- e. In addition, GTG will provide to the IDA, on a monthly basis
  - i. client status updates for all new OCBA clients acquired during GTG's management tenure
  - ii. marketing updates
  - iii. financial status updates and any personnel issues.

3. Marketing. GTG will coordinate and utilize

- a. 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.
    - b. 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.
  4. 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.
2. Support Services Accelerator Campuses. GTG is appointed as the Support Services Provider of the Accelerator campuses as of January 1, 2021 through the IDA's annual meeting in January 2022.
  - A. Compensation Accelerator Campuses. For providing the services set forth below, the IDA will pay GTG \$72,000 per year payable in monthly installments for each campus listed
    - a. For OCBA-Middletown,
    - b. For OCBA-Newburgh / OCBA-New Windsor,
    - c. For OCBA-Warwick
    - d. For OCBA-Highland Falls.

Together and collectively all the above referenced OCBA campuses shall be known as "the Accelerators" in this document. GTG will submit to the IDA monthly invoices and properly executed vouchers as a condition for payment. GTG is also provided office space and administrative support at \$0.00 regular monthly fee.

- B. Service support. GTG will provide 24 /7 coverage for the following services to all the Accelerators named herein:

- C. Operations: GTG will direct the everyday affairs of the Accelerators, including meeting finance and budget objectives
- D. Support Services: GTG will provide the following support services to all Accelerators; not all accelerator tenant clients will require all support services:
- a. 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 GTG growing their ventures.
  - b. GTG will manage equipment and resources and provide and facilitate technical support and access to OCBA clients.
  - c. GTG will increase the number of stakeholder partners to co-sponsor educational programs designed to teach networking and business skills to OCBA clients.
  - d. Technical support on product and process development for production ramp up
  - e. Assist companies in equipment specifications and installation support
  - f. Assist companies to create training programs and find skills as they hire
  - g. Active collaboration with industry and university partners for training / other collaborative projects to the benefit of the tenant companies
  - h. Develop action plans to increase success rate of companies at each campus in terms of job growth;
  - i. Interface directly with onsite companies;
  - j. Maintain facilities integrity at each campus, specifically contact support of organizations in event of facilities issues to repair or improve same;
  - k. Recruit additional Accelerator client companies to available space;

1. Provide staff onsite as necessary
  - m. Present monthly progress report to IDA at Accelerator Committee Meetings.
3. Accelerator Without Walls: Includes the provision of professional and support services to Orange County Companies, beyond accelerator / start-up, in support of job growth, productivity, or re-tooling. GTG will continue to give assistance to existing Orange County companies and to employ the professional services of experts to render such assistance to such companies. GTG will bill the IDA for such professional services, by GTG's professional non administrative staff, (*GTG hourly rate \$125 /hour*). The IDA has allocated up to \$300,000 to pay for such professional services which will be payable through the IDA's invoice and voucher system. Each new client enrollment will be approved through Accelerator Committee Approval Process prior to AWOW support service delivery.
- a. AWOW support services (list not all inclusive):
    - i. Facilitation of one-on-one business mentoring & business advisory support to OCBA clients to grow their ventures
    - ii. Assist company in equipment specifications and installation support
    - iii. Technical support on product and process development for production ramp up
    - iv. Manufacturing efficiency for yield, quality, productivity and technology improvements
    - v. Application of automation design and implementation
    - vi. Technology selection, process development and sourcing
    - vii. Facilities space design and layout
    - viii. Site selection and expansion assistance
    - ix. Sustainability implementation
    - x. Support for Artisan and one-off processes
    - xi. Management training and development
    - xii. Workforce skill identification, recruitment, and training assistance



- xiii. Organization development
  - xiv. Grants search, application, and administration assistance
  - xv. Regulatory and compliance review
  - xvi. SWOT analysis / business reviews
- b. In the event that a professional service is needed by an AWOW client but GTG has no one on its staff to provide such service, then GTG shall recommend to the IDA an appropriate expert who can provide such service and, if the IDA chooses to retain such expert, then that expert shall bill the IDA directly for his/her services upon presentation of an invoice and voucher.
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. Re-negotiation. This Agreement may be re-negotiated by the parties beginning in the fourth (4<sup>th</sup>) quarter of 2021 for continued services in calendar year 2022.
6. Termination. 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.
7. Assignment. This Agreement and the services to be provided hereunder may not be assigned by GTG without the prior written consent of the IDA.
8. Non-Disclosure of Confidential Information. GTG and the IDA acknowledge that in the course of GTG performing its services under this Agreement, confidential information, as herein defined, of Accelerator and AWOW clients

will come into the possession of the parties by various means and in various forms. Each party agrees to maintain and protect the confidentiality of Accelerator and AWOW clients under all reasonable circumstances and each party agrees to defend, indemnify and hold harmless the other party from any loss, cost, damage, claim, liability or expense, including reasonable attorney's fees, for the intentional breach of confidentiality by the acts of each party's officers, directors, employees or agents. Notwithstanding the foregoing, GTG acknowledges that the IDA is subject to the New York State Freedom of Information Law which presumptively makes all information held by it subject to disclosure unless an exemption to disclosure exists in the Law. For the purposes of this Agreement the term "Confidential Information" means any non-public information, in whatever form, that constitutes a trade secret or which, if disclosed, would cause substantial injury to the competitive position of the client or, if disclosed, would result in an unwarranted invasion of personal privacy.

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: Mary Ellen Rogulski 2/19/21  
MARY ELLEN ROGULSKI, Chairwoman

GALILEO TECHNOLOGY GROUP  
By: Petra Klein 2/19/21  
PETRA KLEIN, Partner

ATTACHMENT A:

Managing Director Orange County Business Accelerator Program Job Description

## Orange County Industrial Development Agency Business Accelerator Director Position Description

### Overview:

Responsible for developing the Orange County Industrial Development Agency's technology business accelerator by attracting clients to the "entrepreneurial ecosystem" to be developed in partnership with the key economic development, education, and government stakeholders to provide necessary resources, networking, and services to assure the successful growth of start-up companies to promote economic growth and high-level jobs in Orange County.

Initial responsibilities will include recommendations to the Orange County IDA board on the business accelerator's focus or several focuses, business structure, and facility lay-out.

The Director will interact with the following besides the IDA chairman and board: Orange County Office of Business Assistance, Orange County Planning Department, Orange County Partnership, Orange County Capital Development Corporation, Hudson Valley Economic Development Corporation (HVEDC), Port Authority of New York and New Jersey, Empire State Development Corporation (ESDC), angel and venture capital investors, local, regional, and national businesses, Marist College, Mount Saint Mary College, Orange County Community College, Empire State College, other educations of higher learning, the National Business Incubator Association, and others as appropriate.

### Primary ongoing responsibilities will include:

- Conceive and implement business accelerator focus, client recruitment, client screening, and coordinate client selection process
- Plan, coordinate and deliver business development programs that serve accelerator clients, such as business counseling & planning, marketing, financial planning, venture business plan presentations and events, seminars, service provider presentations and follow-up
- Development and management of the business acceleration process from evaluation of prospective entrepreneurs, through company orientation, growth oversight, and on to graduation out of accelerator
- Continuous networking and outreach to strengthen and expand the support for the accelerator with the business community and county
- Identify and pursue funding sources for accelerator operations, and prepare annual budget
- Provide vision and initiatives to build accelerator brand; interface and participate in community business events, as well as events of entrepreneurial, corporate, finance, venture capital, government, and academic entities; develop marketing and promotional materials, and handle advertising as needed
- Develop performance milestones and benchmarks; collect and track program statistics for accelerator resident companies, develop and maintain accelerator database and other resources pertinent to tracking start-ups in the program and the metrics of accelerator program success.
- Oversee business coordination, financial planning and performance of the accelerator program