

CORNELL COOPERATIVE EXTENSION ERIE COUNTY
BOARD OF DIRECTORS MEETING
February 27, 2024
Public Meeting @ 7 pm
RCC Power House, 39 S. Grove St., East Aurora

AGENDA

- 1. Board Meeting Call to Order:** Matthew Agle, *President*
- 2. Bammel Architects** – site plan approval update (15 min)
- 3. Agenda review**
- 4. Approval of Board and Committee Minutes *** (5 min) Carla DiCanio-Clarke, *Secretary*
- 5. Reports:**
 - ◆ Committees: Capital Project, Finance, Operations, Development, DEI (5 min)
 - ◆ Cornell Cooperative Extension (5 min)
 - ◆ Executive Director (5 min)
- 6. Old Business:**
 - ◆ M&T Bank Line of Credit increase approval* (10 min)
- 7. New Business**
 - ◆ Five Star Bank Cash Sweeps signing approval* (10 min)
 - ◆ Establish Board committees* (10 min)
 - ◆ Approval of AR agreement* (Erie County contract) (5 min)
 - ◆ Approval of 2023 Yearend Financial Reports* (20 min) Timothy Bojanowski, *Finance and Operations Manager*

DATES AHEAD:

Board of Directors Meeting

March 26, 2024 (Tues) 7 pm

RCC Power House, 39 S. Grove St., East Aurora

** Indicates item needing Board action*

CORNELL COOPERATIVE EXTENSION ERIE COUNTY
BOARD OF DIRECTORS MEETING
January 23, 2024 Public Meeting @ 7 pm
RCC Power House, 39 S. Grove St., East Aurora

Present

Matt Agle, Ron Engasser, Gail Wells, Carla DiCanio-Clarke, Brett Kreher, Danielle Gare, Matt Janiga, Li Shen (via Zoom)

Absent

Amelia Kermis, Sara Root, Jehrin Calhoun

Staff

Diane Held, Tim Bojanowski

AGENDA

- 1. Board Meeting Call to Order:** Matthew Agle, *President*
- 2. Agenda review:** Matthew Agle, *President*
- 3. Approval of Board and Committee Minutes *** (5 min) Carla DiCanio, *Secretary*
 - a. **Board minutes from December 19, 2023** Motion to approve the board meeting minutes was made by Carla DiCanio and seconded by Brett Kreher. Motion passed unanimously.
 - b. **Board minutes from November 28, 2023** Motion to approve the board meeting minutes was made by Carla DiCanio and seconded by Ron Engasser. Motion passed unanimously.
 - c. **December 4, 2023 4-H Minutes** Motion to approve the meeting minutes was made by Carla DiCanio and seconded by Matt Janiga. Motion passed unanimously.
- 4. Approval of October and November 2023 Financial Reports*** (5 min) Li Shen, *Treasurer*
 - ◆ Motion to approve the board meeting minutes was made by Carla DiCanio and seconded by Brett Kreher. Motion passed unanimously.
- 5. Reports:**
 - ◆ **Committees:**
 - **Capital Project-** Update from Bammel Architecture- March/April slated for seeking final site plan approval from the town. After approval then must go to bid on construction and file for permits.
 - **Finance-** no report
 - **Operations-** no report

- **Development-** no report
- **DEI-** no report
- ♦ **Cornell Cooperative Extension-** new director in place, approved Diane's appointment to extend her role as Executive Director
- ♦ **Executive Director-** Oishei letter arrived, received funds of \$10,000 for fundraising. Returned from ED group meeting in Albany, can advocate for their own funding visiting legislators.

6. Old Business:

- ♦ **Updates:**
 - **SNAP Ed contract; no update**
 - **M&T Fraud Protection and Line of Credit application; applications filed.**
- ♦ **Annual appeal:** 3rd year- amounts have not been impressive, looking to find ways to improve development.

7. New Business

- ♦ Annual approvals including BR agreement*, and office coverage consideration week of 12/25-1/1
 - Motion to approve the annual approvals and the BR agreement as presented was made by Gail Wells and seconded by Brett Kreher. Motion passed unanimously.
- ♦ 2024 Association budget review and approval*
 - Motion to approve the 2024 Budget was made by Matt Agle and seconded by Carla DiCanio. Motion passed unanimously.
- ♦ Approval to subcontract with Erie County on state forestry grant* (10 min)
 - Motion to authorize Diane Held to sign the \$1,000,000, 5 year contract with Erie County for the Forestry grant, which includes a subcontract with Nancy Smith, LLC was made by Carla DiCanio and seconded by Ron Engasser. Motion passed unanimously. (Gail Wells abstained)
- ♦ Board officer elections*
 - Matthew Agle- President
 - Brett Kreher- Vice President
 - Carla DiCanio- Secretary, Sara Root as backup
 - Li Shen- Treasurer

Motion to approve the Board Officers for 2024 was made by Gail Wells and seconded by Matt Janiga. Motion passed unanimously.

- ◆ Establish Board committees* (5 min)- tabled- will discuss next time.

DATES AHEAD:

Board of Directors Meeting

February 27, 2024 (Tues) 7 pm

Motion to adjourn meeting adjourned at 9:27PM made by Carla DiCanio, seconded by Matt Janiga. Motion passed unanimously.

** Indicates item needing Board action*

Agriculture Program Committee Meeting Cornell Cooperative Extension of Erie County Meeting Minutes

November 15th, 2023 6:30pm

I. Call to order

Allen Young Called Meeting to Order at 6:36PM on 11/15/2023 via Zoom.

II. Roll call

Sharon Bachman; Amy Barkley; Kathleen McCormick; Vince Phelps; Matt Agle; Alan Young; Ignacio Villa; Carl Moody

III. Approval of minutes from last meeting

Approve Minutes from September 2023; Carl Moody Moved to Approve Second Ignacio Villa

IV. Partner Organization Updates

- a) Farm Bureau - request for member of board submitted
- b) Soil and Water - application for CRF grants were funded. 3 stream banks will be addressed in coming years. Manure storage and grazing systems underway. Looking for farms to participate in nutrient management plans.
- c) County DEP - Sarah Gatti- updating the plan; Ag and Markets municipal agriculture planning grant program funded 16 projects. Community climate action plan prepared priority action items.
- d) WNY Land Conservancy- no report provided
- e) Greater Buffalo Urban Growers - 2024 soil testing dates organized, plan for lead testing to occur.
- f) Other- nothing earth shattering Agrarian trust in process of negotiations with USDA

V. Ag Staff Updates

- a) CCE Executive Director Updates – Burton road property update provided by Matt. Anticipating end of January approval from town. Received grant from ESD; engineering design is done

- b) Vegetable Team – Urban growers meeting. Soliciting for input on topics. Anticipating February/ March timing.
- c) Laker Erie Grape Program – No Report Provided.
- d) Harvest NY – No Report Provided
- e) SWNY Dairy, Livestock Team – Winding down field season, colostrum sampling underway. 12 individuals were recently certified. Beginning farmer virtual discussion series is planned. Promotion to begin in coming weeks.

VI. CCE County Staff Reports

- a) Sharon Bachman – Ag program enrollment - enrollment information distribution planned for early December. Enrollment is slightly better than previous years. Multiple talks given; urban forestry grant was successful working on community tree steward work. Climate steward work is on-going. New urban master gardener training planned for 2024 on the eastern side of Buffalo. Recruiting for summer intern.
- b) John Whitney – Written Report Provided.

VII. Old Business

VIII. New Business

- a) farmland for a new generation program update presented. Increasing access of minority communities to land available for purchase.
- b) Feed more WNY workforce development program discussion. Connection with CCE workforce development discussed.
- c) Long-standing work with master gardeners on-going.

IX. Adjournment

Matt Agle motioned to adjourn the meeting at 7:58pm; Alan Young Second

Minutes submitted by: Carl Moody

Next Meeting – Wednesday, January 31st 2024; 6:30pm

Jan 9 2024
SC Meeting Minutes

J

Cornell Cooperative Extension Erie
Master Gardener Steering Committee Meeting
Minutes January 9, 2024
5:00 p.m. CCE Conference Room
Michelle Dunham – President

Call to Order: The meeting was called to order by Michelle Dunham at 5:12 pm

Call for New Agenda Items: Funding request from the Backyard Pollinator Committee

Attendance: Sharon Bachman, Debbie Guzzino, Cindy Kincaide, Peggy Koppman, Eileen Lew, Paula Malesa, Maggie Mecca, Kathy Moran, Carol Sobczak, Nora Saintz, Jane Vohwinkel, Barbara Wetzel

Excused: Mary Jane Bolo, Vicki Bruning, Kathleen Goodman, Margaret Raupp

*A vote will be taken

I. *Acceptance of minutes

November 7, 2023 Steering Committee approved with one correction. A motion to accept the November SC meeting minutes as amended was made by Kathy Moran, seconded by Carol Sobczak. **Motion Carried**

II. Reports

A. CCE Erie

1. CCE Erie Board of Directors Update
 - a. Sharon Bachman presented an update from the Board indicating that a Pavilion Grant was received to assist with building the Pavilion in the new location. In addition, Orchard Park approved the building of that structure. Sharon is going to provide us with the minutes of the CCE so we can track proposals concerning the new location. Sharon and Gail Wells have been working on the Urban Forestry project.
2. Program Educator – Sharon Bachman
 - a. In answer to a request to determine how to handle memorial tributes in our Newsletter, Diane Held from CCE said that we need to have a policy written by a staff member. Sharon will seek more specifics from Diane and then we can proceed with resolving this issue
 - b. Suggestion that we could decouple SC and GVM, to be discussed at SC Orientation to be held on 1/10/2024

B. Officers and At-Large Representatives

1. President – Michelle Dunham
2. Vice President – Debbie Guzzino and Paula Malesa
3. Treasurer – Vicki Bruning

Jan 9 2024
SC Meeting Minutes

J

4. Secretary – Kathleen Goodman
5. Apprentice Advisor - Margaret Raupp
6. At-Large – Mary Jane Bolo, Eileen Lew, Nora Saintz

C. Committees

1. Community Outreach – Barbara Wetzel
 Speakers Bureau Jane Vohwinkel
 - a. Jane indicated that the Bureau raised \$1075 in speaker fees during 2023.
 - b. So far, we have 4 presentations scheduled for 2024.
2. Education - Peggy Koppman
 - a. Communities in Bloom
 Peggy Koppmann reminded everyone that Communities in Bloom programs are coming up in February. Both locations will have great parking and registration is available as indicated in the latest newsletter and through the private webpage of the Erie.CCE.Cornell.org site. Members were encouraged to review the new signup.com package which will let us sign up for volunteer opportunities for Communities in Bloom programs and also for the MG Education Day on March 9th. Members can access the package on our private webpage. We spent \$120 for the Sign-up Software package which was anticipated in the budget.
 - b. Education Day - Solicitation for Sponsorship and Donations
 This year we are cultivating sponsorships to offset the costs of MG Education Day. A sponsorship consists of a \$100 donation and the website also has a link to a letter soliciting the same.
 - c. General Meeting Locations in 2024
 The Education Committee also completed its search for alternative meeting locations for 2024 in order to meet in more accessible locations with better audio-visual capabilities. The meetings will be held in 4 different locations: East Aurora Senior Center, the Orchard Park Senior Center, the Audubon Public Library and the new Conference Center at Roswell Park Cancer Institute. The list of meetings with their locations in 2024 will be in the February newsletter.

III. Old Business

A. Guidelines Committee

The Guidelines committee has been charged to review the President-Elect duties and the redistribution of the same, i.e., the reassignment of those duties between the Publicity Committee, the Communications Committee and the standing Committee chairs term start dates. Members for this committee will be solicited at tonight's GVM although Kathy Moran, new chair of the committee, asked that Michelle Dunham minimally appoint an at-large member to the committee.

- a. Additional follow-up from the committee input on restructuring the SC process and function (from May meeting, info presented in August)
- b. Scholarship Committee status in Guidelines to Ad-hoc, to be considered

B. Offer of Publicity Committee to take on role of updating web pages

Jan 9 2024
SC Meeting Minutes

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IV. New Business**A. Appointment of Standing Committee Chairs for 2024**

Michelle Dunham appointed the following chairs for 2024

1. Community Outreach – Barb Wetzel
2. Education – Jane Vohwinkel and Peggy Koppman
3. Fundraising – Vicki Bruning
4. Guidelines – Kathy Moran
5. Historian – Carol Sobczak
6. Publicity – Maggie Mecca
7. Volunteer Communications: Newsletter – Carol Ann Harlos
8. Scholarship – Cindy Kincaide

B. Photo Directory - Maggie Mecca

Maggie Mecca updated the SC on her work on the photo directory and that the Publicity Committee is preparing promotions for the MG Education Day and Communities in Bloom.

C. *SC approval for plant sale funding - Vicki Bruning

Vicki Bruning had proposed a budget expenditure of \$1500 to purchasing materials for the plant sale. Motion to approve was moved by Cindy Kincaide and seconded by Jane Vohwinkel. Motion carried.

D. *Proposal for funding for the Pollinator Committee - Carol Sobczak

Request for \$55 for labels and envelopes to provide seeds to those in attendance at Education Day and other programs. Cindy Kincaide moved and Jane Vohwinkel seconded that this occurs. Approved.

V. For the Good of the Order**Next Meetings**

February 6, 2024 – SC 5:00 PM; GVM 6:30 pm – Zoom only
 Speaker: Jillian Harris, NY State Parks “Efforts to Control Lesser Celandine in State Parks”

Upcoming Events

February 10 & 24, 2024 Communities in Bloom
 March 5, 2024 SC meeting – CCE Conference Room and Zoom
 March 9, 2024 MG Education Day

VI. Adjournment

Motion to adjourn Kathy Moran and second by Jane Vohwinkel. Motion carried. The meeting adjourned at 6:12.

Respectfully submitted,

Kathy Moran for Kathleen Goodman
 January 16, 2024

4-H Youth Development Program Advisory Committee
Monday, January 22nd

Time: 6:00pm-7:30pm

Attendance:

Samantha Basile, Bill Donovan, La'Shea Green-Thomas, Kristie Hawley, Sara Jablonski, Mahisa Mannan, Teresa Tokasz, Jackie Vergien, Maddie Webb, Josh Wolff

- Meeting called to order at 6:06pm
- Check in – Share about your experience with 4-H.
 - Many were 4-H members and now have children in 4-H, some in general 4-H clubs, some in Livestock
 - What do you value? Why is 4-H important to you?
 - Seeing smiles on kids faces; 4-H has something to offer everyone no matter what their interests are; 4-H helped people get out of their shell; make connections; public presentations; opportunity for youth to channel their creativity; exposing young people to agriculture, opportunity to learn things you didn't know; public presentations; young people can experience whatever they want; work their way up to mastery; public presentatinos
- Approval of minutes
 - Jackie motions to approve minutes from last meeting. La'Shea seconds. Unanimous vote in favor
- Rules of Order as they are
 - Reviewed rules of order for 4-H Program Advisory Committee
 - Sub-committee to work on Rules of Order considering adding an out-of-town member
 - Jackie, La'Shea, Bill
- Review numbers from last year and 4-H plans of work
 - Question about whether or not we ask questions related to the outcomes. Answer: not directly.
 - Question about what we use the numbers for – are they for reporting and/or for setting goals. Answer: both.
 - Brief discussion on plans of work – Bill encouraged members to review plans of work – no comments about them at this time
- Educator updates
 - Call for Public Presentation volunteers
 - Tammi shared that llama show will be part of the open show
 - Updates included in attachment.
- Interview idea – each interview 5 peopl
 - See “Suggested interview questions” below

- Questions: what is the goal of these interviews; who to ask. Answer: a cross section of Erie County residents – parents, youth, youth providers
 - Teresa motions to conduct the interviews. La'Shea seconds. Unanimous vote to proceed.
 - We will need to refine the questions and process
 - Sub-committee – Teresa, Sara, Bill, Samantha
- Voting on roles – chair, vice-chair, secretary – Samantha
 - Chair
 - Nominations – Jackie nominates Samantha. Samantha wins unanimously.
 - Vice-chair
 - Nominations – Tammi nominates Teresa. Teresa wins unanimously.
 - Secretary
 - Mahisa and Jackie nominated
 - Jackie – La'Shea, Bill, Josh, Teresa, Mahisa, Kristie.
 - Jackie received a majority vote so there was no vote for Mahisa
- Next meeting: March 18th, 6-7:30 on Zoom
- New business
 - Teresa asked how the committee members can support the educators. Maddie asked everyone to volunteer for public presentations
- Jackie motions to adjourn. La'Shea seconds. Unanimous vote to approve adjournment. Meeting adjourned at 7:31

Suggested interview questions:

Goals: get more people involved in 4-H; improve how we communicate what 4-H is to the community

For those who are familiar with 4-H

1. Do you know what Cornell Cooperative Extension of Erie County is?
2. Do you know what 4-H is? If so, what does the 4-H program do?
3. Do you know anybody personally who's involved in any aspect of 4-H?
4. What is good about 4-H?
5. How could 4-H improve?
6. Is there anything else you want to share about 4-H?
7. Any additional questions from the committee?

For those who are not familiar with 4-H

1. Do you know what Cornell Cooperative Extension of Erie County is?
2. Do you know what 4-H is?
 - a. If no, explain what 4-H is – mention Cornell Cooperative Extension of Erie
Add boiler plate language here – feel free to share your own experience with 4-H as well
3. What youth-serving organizations do you know about?
4. What needs do you see for youth in your community/neighborhood/school/town... etc?
5. Is there any way 4-H could better serve the youth in your community?
6. Is there anything else you want to share about 4-H?
7. Any additional questions from the committee?

Maddie Webb
4-H Youth Development Educator
December 2023-January 2024 Updates

- **Public Presentations**

- Thursday, February 1 from 6-8pm – Revive Wesleyan Church (McKinley Campus)
- Wednesday, February 7 from 6-8pm – Harlem Road Community Center
- Thursday, February 15 from 6-8pm – Revive Wesleyan Church (McKinley Campus)
- Saturday, February 17 from 9am-2pm – Revive Wesleyan Church (McKinley Campus)
- Saturday, February 24 from 9am-2pm – Revive Wesleyan Church (McKinley Campus)
- **District Presentations***: Saturday, March 23 from 9am-4pm – Location TBD

-To prepare 4-Hers we hosted a Kickoff Meeting in December, and are hosting a Food Demonstration Workshop and Presentation Pregame in January

-We will be partnering with The Gow School again and sending 4-H evaluators there

-Re-recorded evaluator training video and will send to evaluators in January

We are looking for evaluators! Please reach out to Maddie for more information or to sign-up. We would love to have new evaluators join this year. We are also looking for those who feel comfortable evaluating interviews.

- **Garden Science Club**

- Volunteer interested in starting a 4-H club will be attending our January meeting

- **Erie County Fair**

- The Youth Development Building Fair Book is done and sent to the fair! They should be posting it to their website by Feb 1
- Dates for events (fashion show, talent show, etc.) are set, so will be advertising those

- **Dairy Agriculture in the Classroom**

- Have continued visiting Elma, Buffalo Public School #6, Holland Middle, Grand Island, and Eden Primary
- Adding West Seneca West Elementary (8:1:1 K-5 classes) and Parkdale Elementary (Kindergarten) in January, and ending programming with Wales Primary

- **Monthly Workshops**

- December workshop – “Holiday Craft Night” was a huge success! About 30 4-Hers attended and made crafts, decorated cookies, and ate pizza
- January workshops – Shaker stools and Food Demo. Tammi took the lead on the Shaker stool workshop. Food Demo workshop was rescheduled due to the winter storm
- February workshop – STEM Night – Sara is taking the lead on this
- March workshop – Sewing

- **Teen Ambassadors**

- Emailed an invitation to 4-H teens to join and made a social media post

- **4-H General**

- Attended the Erie County Crafters 4-H Club meeting in January
- 4-H Officer Training was led by volunteer Kathy Rose and myself
 - 17 youth from 4 clubs attended
- Working with volunteers to set a date for the 2024 4-H Textile Revue

Tammi Kron
4-H Livestock Educator
January/February Updates 2024

January:

- Held a Shaker Stool workshop on January 3 with 23 youth in attendance. We focused on the wood portion of the stool with Joe Mohny as our instructor. He talked about proper sanding, glueing and staining of the wood along with wood grain and types of wood. We will meet again with the group on January 31 where they will put the seat on the stool using cotton tape. Youth will learn about the history of the Shaker Stool and weaving techniques. I look forward to seeing these completed projects in the YDB at the fair in 2024.
- Worked with the Horse Leaders on the calendar for the 2024 show and educational events at our 1st monthly meeting. Our next meeting will focus on the NYS Horse Rule book as we begin to review each chapter and compare to our programming.
- Steer registration was due on January 5. We have 33 steers enrolled in the program for 2024.
- Dairy Orientation was held on January 16 via zoom due to the weather.
- Our 4-H team met with the ECF staff to continue our 2024 planning, meeting was via zoom due to the weather.
- I am a member of the NYS Livestock Advisory committee. We are working to get the animal programs on track with regional and state events, with the hope of increasing participation at the NYS fair.
- Dairy Bowl practice sessions are being held on Thursdays during the months of January and February. Thank you to Carl Niefergold for working with our youth in preparation for the district event on March 2 at Pioneer.
- We will be focusing on Marketing for the livestock program in 2024. 3 sessions will be held in January, February and March with a bidder dinner in April. The goal is to help youth with soliciting potential bidders to support them at the 2024 auction. Thank you to Joanne DePue, Jason Engel and Keith Vergien to bring these educational meetings to our youth.
- Our Llama Orientation will be held via zoom on January 29.
- Our Goat Orientation will be held in person on January 30.
- Our county Horse Bowl contest will be held Saturday, January 27 at the Fellowship Wesleyan Church.
- I am working with the Beats, Gabel and Mesch families as we work together to plan the Bidder dinner.

February

- I will work with Maddie to offer assistance with Public Presentations throughout the month of February.
- Our second Livestock Marketing meeting will be held on February 12 at the ADC building at the ECF.
- Our poultry members will order their projects at the meeting on February 20.
- Our horse program will hold a meeting that focuses on bits and bridles on February 26.
- The dairy program will have the county dairy bowl contest on February 22.

Dairy Ag In The Classroom

In January I worked with:

- Alden Intermediate – 6 classes
- Roots of the Future Montessori – Clarence 1 class
- YWCA – Lackawanna After School program – 2 classes
- Elma – 3 classes
- Marilla Primary – 2 classes

In February I will be working with – Alden Intermediate, Roots of the Future, Clarence Primary and Marilla Primary, and St. John's - Alden

Sara Jablonski
4-H Team Leader
January 2024 Updates

Diversity, Equity and Inclusion

- Youth CAN program re-started sat two sites are Global Concepts Charter School and Buffalo Public School #32 Bennett Park Montessori; funding from Erie County Youth Bureau and Community Foundation for Greater Buffalo
- New 4-H Youth CAN Educator, Kori Burse, lead program educator, started in November

Buffalo Afterschool

- Seeking creative ways to continue serving afterschool programs, for example pen pal program
- Dairy Ag in the Classroom program is happening in some afterschool programs – partnering with YWCA in Lackawanna and at Westminster Charter School in Buffalo

HYPE (Healthy Youth Positive Energy) and Farm to School

- funded through the USDA through June 2024; focus is on bringing culturally relevant foods into Buffalo schools
- Goal is to continue working with six pilot schools through classroom lessons: I Prep, Lafayette, Olmsted 156, Waterfront, International School 45, and Harriet Tubman 31. Currently working in 3 of these schools: I Prep, Lafayette, Olmsted 156
- Teen leadership group called HYPE is working on a project to improve the school lunch environment

Communication

- Speed Read going out monthly, changed name to 4-H Monthly Newsletter

Staffing

- Dairy Ag in the Classroom Educator Pamela James began in October. So far she has taught at Elmwood Village Charter School, Bennett High School, Buffalo Public Schools #54 and #95, as well as the YWCA afterschool program at Lackawanna Middle School
- We received continuation funding for our Dairy in the Classroom Program for 2024

Monthly workshop – STEM night

- Will be on Tuesday, February 27th at the Roycroft Powerhouse – anyone interested in volunteering to lead or assist with an activity is welcome

PUBLIC BENEFIT SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2024, effective through December 31, 2024, by and between **THE COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and **CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ERIE COUNTY** (the "Organization"), a not-for-profit corporation, having its principal place of business at **21 South Grove Street East Aurora, NY 14052**.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2024 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). **Cornell Cooperative Extension Association of Erie County** shall expend the funds in accordance with their business agreement between the Association and Cornell University as agent for the state. No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 22 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed **\$442,086.00** payable as follows:

50% thereof or **\$221,043.00** within 30 days of the execution of this Contract; and
50% thereof or **\$221,043.00** on June 15, 2024.

Payments shall be made on two separate invoices submitted to the Erie County Department of Environment and Planning (the "Department") and approved by the Department. The Department will approve payments once it has received required supporting documentation as described in **Exhibit B** as "Reporting Requirements". The invoice for first payment should be dated the same date as the Contract signed by the Organization. The second invoice is to be dated June 15, 2024 for that payment to be issued.

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Budget Director, pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, in such form and detail as may be required by the County, and at such times as the County may determine up to and including one year following

termination of this Contract.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it

and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage, naming the County as additional insured, consistent with the insurance requirements attached hereto and incorporated herein as **Exhibit C**. The County reserves the right to alter said requirements pursuant to approval by the Erie County Department of Law.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit "D" and made a part hereof. The Organization shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization its offices and facilities,

for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

24. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

25. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

26. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition,

the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

27. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner of Environment and Planning
95 Franklin Street, Room 1062
Buffalo, New York 14202

With a copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first listed above.

28. The Organization represents and warrants to the County as follows:

- a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.
- b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

[END TEXT]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

**CORNELL COOPERATIVE
EXTENSION ASSOCIATION OF
ERIE COUNTY**

MARK POLONCARZ / LISA M. CHIMERA
County Executive / Deputy County Executive
Dated: _____

Name: _____
Title: _____
Dated: _____

Witness to Organization's Signature:

Name: _____
Dated: _____

APPROVED AS TO CONTENT

DANIEL R. CASTLE
Commissioner
Erie County Department of Environment and Planning
Dated: _____

APPROVED AS TO FORM

RICHARD E. STANTON
Assistant County Attorney
Document No. _____
Dated: _____

EXHIBIT A

SCOPE OF WORK

***Public Benefit Services to be Provided Pursuant to this Contract
by the Organization. (Reference Contract Paragraph 1)***

EXHIBIT B

**REPORTING REQUIREMENTS
AND
ADDITIONAL UNDERSTANDINGS**
(Reference Contract Paragraph 2)

REPORTING REQUIREMENTS

The Organization must submit the following items to the Department of Environment with their 2022 Contract:

1. Bylaws;
2. 2024 Proposed Operating Budget;
3. 2024 Proposed Cash Flow Statement;
4. Most recently filed New York State Annual Filing for Charitable Organizations (CHAR500) and all supplementary schedules;
5. Board-approved Strategic Plan;
6. 2023 calendar year financial statements (audited or unaudited);
7. Cash flow financial statements for 2023; and
8. Balance sheet showing assets and liabilities.

NOTE: If your Organization's 2023 calendar year financial statements are unaudited at the time you are requesting your first payment, include a statement from either the Executive Director or Chair stating:

I, the undersigned, do hereby certify based on my knowledge, the information provided herein:

- *Is accurate, correct and does not contain any untrue statement of material fact;*
- *Does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and*
- *Fairly presents, in all material respects, the financial condition and results of operations of the authority as of and for the periods presented in the financial statements.*

[Signature of Executive Director or Chair]

Name: _____

Date: _____

ADDITIONAL UNDERSTANDINGS

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization's operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization's Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:

- a. Strategic Plan (three to five year time horizon);
- b. Annual Business Plan;
- c. Performance metrics and progress on those metrics related to County funding;
- d. Managerial competence;
- e. Organizational sustainability; and
- f. An accounting of the Organization's use of County funding, including a detailed list of expenditures of funds received from Erie County.

[Signature of Executive Director or Chair]

Name: _____

Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS

***To be Provided Pursuant to this Contract by the Organization.
(Reference Contract Paragraph 16)***

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages, an endorsement of liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons required \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

EXHIBIT D

ERIE COUNTY EQUAL PAY CERTIFICATION
(Reference Contract Paragraph 19)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)
_____, of _____,
(Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public

