



Meeting Agenda – Audit and Finance Committee
 Genesee County Economic Development Center
 Tuesday, March 29, 2022 – 3:00 p.m.
 Location: Electronically

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: <ol style="list-style-type: none"> 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	
2-4	2. Chairman’s Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: March 1, 2022	M. Gray	Vote
5-16	3. Discussions / Official Recommendations to the Board: 3a. 12/31/21 Audit 3b. GCEDC Website Proposal	Mostert, Manzanero & Scott J. Krencik / M. Zimmerman	Disc / Vote Disc / Vote
	4. Adjournment	M. Gray	Vote



GCEDC Audit & Finance Committee Meeting

Tuesday, March 1, 2022

Location: Electronically

8:30 a.m.

MINUTES

ATTENDANCE

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

1. CALL TO ORDER / ENTER PUBLIC SESSION

M. Gray called the meeting to order at 8:32 a.m. via conference call / video conference.

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.

2. Chairman's Report & Activities

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

2b. Minutes: February 1, 2022

T. Bender made a motion to approve the February 1, 2022 minutes; the motion was seconded by P. Zelif. Roll call resulted as follows:

P. Battaglia - Absent
 M. Gray - Yes
 T. Bender - Yes
 P. Zelif - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS OF THE COMMITTEE:

3a. Allowance for Doubtful Accounts- L. Farrell reviewed the analysis of allowance for doubtful accounts with the Committee. The allowance for doubtful accounts is 16% of the total loan balances. There is about \$165,000 left in the Gain Loan Fund to loan at any time, which would decrease the allowance percentage against total balances. The collectability of these loans was discussed. There are no foreseen concerns, and the staff does not recommend any changes to the allowance.

2b

2

T. Bender made a motion to approve the Allowance for Doubtful Accounts as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3b. Investment Report- The Investment Report summarizes the GCEDC's bank balances, general ledger balances and interest income at 12/31/21. As of 12/31/21, cash balances were fully collateralized. The report will be submitted into PARIS and posted on the website.

P. Zeliff made a motion to recommend to the full Board the approval of the Investment Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3c. Procurement Report- Public Authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted into the PARIS system and posted on the website.

T. Bender made a motion to recommend to the full Board the approval of the Procurement Report as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3d. STAMP Cost Per Acre - L. Farrell reviewed in detail the STAMP cost per acre calculation with the Committee. Capitalized land costs prior to the Plug Power Land sale divided by the total acreage owned by the GCEDC according to GIS mapping determined the STAMP cost per acre. The STAMP acreage can be categorized (i.e. buildable, conservation easements, wetlands, utility area & stormwater pond for roadway, etc.); however, staff recommends that the cost per acre is applied consistently across the acreage, regardless of the type/designation of land. Certain costs have been segregated related to Water/Sewer, Property Owners Association and a substation. Those costs will remain separate and will not be written off with land sales. Different options were discussed, and the committee agrees with the approach staff is taking. No vote was taken.

3e. Park Strategies Contract - The GCEDC contracts for the professional services of Park Strategies for government relations and lobbying services to advance the mission of the GCEDC and the development of the WNY STAMP site and other critical economic development activities.

Park Strategies is effective in helping the GCEDC advance infrastructure funding, site development, and site readiness, as well as maintaining strong relationships with state and federal partners.

Other services provided by Park Strategies include monitoring of legislation and the New York State budget bills, research and reporting on bill status and activity, advocacy and weekly update calls with the GCEDC.

J. Krencik asked the Committee to recommend approval of a renewal of services for the April 1, 2022 – March 31, 2023 period at \$1,500 per month (\$18,000 annually). The contract's cost was anticipated and contained in the 2022 budget.

P. Zeliff made a motion to recommend to the full Board the approval of the the Park Strategies Contract not to exceed \$18,000 as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

3f. Purchase and Sale Agreement for Apple Tree Acres Property- The GCEDC has a PSA for approximately 1.5 acres known as "Roxbury Lane" from Apple Tree Acres, LLC. The company is looking to acquire this to utilize as a roadway for a project on their existing property. A resolution was not included here for approval but will be prepared and presented to the full Board.

Fund Commitment: Legal fees to Harris Beach not to exceed \$8,000 for the transaction.

T. Bender made a motion to recommend to the full Board the approval of the Purchase and Sale Agreement with Bert Berardi (Apple Tree Acres, LLC) and payment of legal fees not to exceed \$8,000 as presented; the motion was seconded by P. Zeliff. Roll call resulted as follows:

- P. Battaglia - Absent
- M. Gray - Yes
- T. Bender - Yes
- P. Zeliff - Yes

The item was approved as presented.

4. ADJOURNMENT

As there was no further business, T. Bender made a motion to adjourn at 9:11 a.m., seconded by P. Zeliff and passed unanimously.

26

4

GCEDC

Jim Krencik, Director of Marketing & Communications

Board Meeting Report

March 29, 2022

360 PSG – new GCEDC Website

The GCEDC has requested proposals from website design and development vendors to develop and implement a new website for the GCEDC. This project would replace the existing GCEDC.com website to better position sales and marketing information, public-facing information about the GCEDC, GCEDC projects and reports, and information about the sites and resources available in Genesee County.

Based on recommendations from partner organizations, including the GCEDC's IT vendor (ECIDA), the GCEDC reached out to 2 vendors with experience in website design for economic development organizations as well as western New York clients with regulatory requirements.

Proposals were received from both vendors. Based on a review of the proposals received, interviews with the vendors, and recommendations from customers of the vendors, the proposal from 360 PSG of Amherst, NY is recommended for approval.

360 PSG has proposed a 1-time budget of \$8,050 for the design of the website, migration of content, creative support and service time during the design process; and \$975 in annual costs in subsequent years for content management system licensing, website hosting, and related ongoing support. This is within the \$10,000 budgeted in the 2022 marketing budget for website design.

Board Request: Approval of a \$8,050 professional services contract with 360 PSG for GCEDC.com website design and development.



Custom Website Design

To:
Jim Krenick
Genesee County Economic Development Center
jkrenick@gcedc.com

Prepared by:
Jason Cornwall
Account Manager
360 PSG
jcornwall@360psg.com
716-829-7373 x206

Executive Summary

Business Objectives

After conversations with Genesee County Economic Development Center, it is understood that a solution is needed that will meet the following key business objectives.

Key Business Objectives:

- Outreach for economic development in Genesee County.
- Informational depository for all things related to economic development in Genesee County.
- Modern, professional website to support marketing efforts of the region.

Website Solution Overview

Creation of a brand new website that is simple to navigate with clear messaging, highlighting the services, resources, and incentives for regional economic development.

Based on our conversation we have identified the following as important to consider when redesigning the website.

- Focused on lead generation
- Better organization of content for a more natural flow
- Strong calls to action
- Portfolio to showcase projects
- File Manager to provide access to compliance postings
- Accessible to all users
- Mobile friendly (responsive)
- Easy to make edits and updates

Assumptions:

1. All content, copy, and assets will be developed and provided by GCEDC to 360 PSG.
2. All PDFs will be added to the website by GCEDC staff.

* See Design Scope of Work for more details of services provided.

360 PSG Custom Designed Websites

- Erie County IDA
- Amherst IDA
- Niagara County Center for Economic Development
- Buffalo Urban Development Corporation

Schedule

Custom Design Schedule

We anticipate the following schedule for the solution delivery. Any delays in execution may delay or disrupt the schedule.

By Date	Milestone	Acceptance Criteria
4/18/22	Agreement	Receipt of Signed Agreement
4/20/22	Ready for Kick-Off Meeting	Receipt of Design Questionnaire
4/27/22	Project Kick-Off Meeting	Held via Google Meet
4/29/22	Planning	Receipt of Project Requirements
5/20/22	Design	Presentation of Web Mock-Up
6/3/22	Design	Approval of Web Mock-up
6/17/22	Production	Presentation of Stage
7/1/22	Approval	Approval to publish to the public
7/8/22	Launch	Publish to the Public

Budget

Fission Custom Design

Name	Quantity	Price	Total
Website Bundle Package			
Fission Custom Design Bundle	1	\$5,720	\$5,720
Includes all setup & configuration of the Fission CMS, 35 hours of creative services, 10 hours of PM & QA, and CMS training. See Scope of Work for more details.			
Website Bundle Discount		-\$970	-\$970
Additional Services			
Page Content Migration / Population	15	\$110 / hour	\$1,650
Migration of ~45 pages			
Service Block	15	\$110 / hour	\$1,650
Add a one-time service block to be used toward hourly service requirements and changes during the development of this project.			
Recurring Items			
Fission Content Management System License & Hosting	1	\$60 per month	\$60
SSL Certificate	1	\$120 per year	\$120
Accessibility Starter Package	1	\$100 per year	\$100
UserWay accessibility tools and annual accessibility review.			
Domain Name Transfer	1	\$25 per year	\$25
goodie.com			
Total			\$8,050
per month			\$60
per year			\$245

Payment Terms: 50% deposit, 25% invoiced at 30 days, 25% invoiced at 60 days.
 $\$4,025 + 2 \times \$2,012.50 = \$8,050$

Rate Card / Time & Materials

All services will be rendered on a time and materials basis. Unused time that has been paid for does not expire and may be used for future website hourly service updates.

Hourly Service Rate Card

Creative Services (Content, Web and Graphic Design, Creative Consultation, Writing)	\$110/hr
Technical Services (Custom Development, Programming, Engineering and Consultation)	\$150/hr
Marketing Services (SEO, Marketing, Ad Management)	\$120/hr
Professional Services (Project Management, Quality Assurance)	\$85/hr

All service is billed in 15 minute increments

Uniquely Qualified

360 PSG prides itself on being able to offer a powerful solution with some key qualifications that set us apart from alternative solutions.

- **Product & Service Superiority:** 360 PSG has won a Top 3 ranking from Business First comparing all digital marketing and web agencies in the region for over 10 consecutive years.
- **Customized to Your Needs:** Our solutions are not one-size-fits-all; all lead generation tactics are custom tailored to your specific operations and business objectives
- **Schedule & Timing:** We have the ability to complete a scope within 2 to 4 weeks from today
- **Pricing:** Our prices reflect a significant discount on regular agency rates that are already built specifically for small business owners looking for measurable performance results
- **Technical Alignment:** 360 PSG has the capability to build and deploy ANY solution related to the web and mobile requirements of your business. We do not require you change your operations or processes to fit our solutions
- **Industry Expertise:** We have worked with almost 2,000 companies over the last 13+ years, our understanding of the driving factors to meet business results is unparalleled in the market.

Corporate Overview

Skill Set & Capabilities

360 PSG employs a full range of in-house experts that provide business consultation, lead generation strategic development, graphic and design execution, hand-holding project management personnel, and programming gurus. If it can be done on a mobile device or the internet, 360 has the resources within to deliver and support your entire array of needs as they grow and evolve with your business.

Experience; Your Team

Our leadership team has a combined 100+ years of web-based lead generation and digital marketing solution development experience.

During this project scope, you will work directly with your personal project manager **Jordan Wolf** who will work with your team for the duration of this solution. Reporting directly to **Daniel Fritz**, the company's director of

operations, your project will be managed across each department to insure a smooth, timely delivery that meets the objectives & schedule outlined.

During this marketing scope, you will work directly with **John Seifert**, our director of marketing, who will work with your team for the duration of this solution. Your project will be managed across each department to insure a smooth, timely delivery that meets the objectives & schedule outlined.

Accomplishments & Recognition (visit [http://www.360psg.com/about](#) for more)

2016 Technology Company of the Year Top 50 Fastest Growing Companies for 5+ years
Top 3 Web Service Company for 10+ years Winner of 2014 Regional Business & Marketing
as ranked by the Business Journal Newspaper 4.6 Stars out of 5 on Google Reviews by our Clients

Signature & Acceptance

This document is considered proprietary and confidential and is intended to be used only by 360 PSG and Genesee County Economic Development Center or their designated agents to potentially engage in services to be provided by 360 PSG. This document should be kept in confidence and only used internally by both parties strictly for the purposes of potentially doing business together. This document should be returned to 360 PSG, deleted, or destroyed should Genesee County Economic Development Center decide not to move forward with the proposal within 30 days of receipt.

This agreement may be executed digitally using the online acceptance tools provided with this proposal or it may be printed and executed via signature offline. The pricing quoted is valid until March 31, 2022 unless otherwise noted within and any delivery schedules are based on an acceptance of the proposal within 3 business days of March 10, 2022.

This proposal includes a recurring package with a monthly fee, possible minimum term, and possible setup charges as outlined in the budget. Any applicable setup fees are invoiced (with the first month's package fee) immediately upon acceptance and must be paid prior to the kick off and planning of the project. Subsequent months of service are invoiced one month prior to the intended month of service and must be paid prior to the start of the service month to avoid disruption to service. A credit card can be applied to the account to automate monthly payments and avoid interruption in service. All minimum terms agreed to must be met as per the terms & conditions of this agreement.

Project delivery schedules vary based on size and scope of work. Projects usually kick off within 7 business days of agreement or receipt of any initial deposit/invoice requirements. Actual delivery time may be based on changes to the scope, start date delays, non-receipt of required Company materials, approvals, or revisions sent in a timely manner, failures to communicate or respond to requests/needs, account balance accrual, or any other element outside the direct control of 360 PSG. At no time does the delivery schedule of the scope of work effect the payment schedule defined in the budget unless specifically agreed to by 360 PSG on a case-by-case basis.

Signature of Acceptance

By signing below and/or accepting the digitally agreement online, Genesee County Economic Development Center accepts and is bound by the terms and conditions of this agreement as stated within this document.

Date of Proposal: March 10, 2022

Company:
Genesee County Economic Development Center
99 MedTech Drive
Batavia, NY 14020
United States

Authorized Company Signator
Date of Acceptance: N/A

Scope of Work

Fission Custom Design Bundle

If you want a website that best represents your brand and communicates to your audience the value of your business, the custom design option is for you. Work with our expert team to build a site that is catered specifically to your business needs and objectives.

All the standard functionality of Fission CMS will be available to you instantly upon launch. Websites usually are launched within 6-8 weeks.

Includes:

- Setup and configuration of 360 CMS system
- Custom responsive design
- Home page build-out
- Population of provided content
- Project management
- Quality assurance
- Engineering services
- Stock photography up to 5 images
- Basic setup of Google Analytics

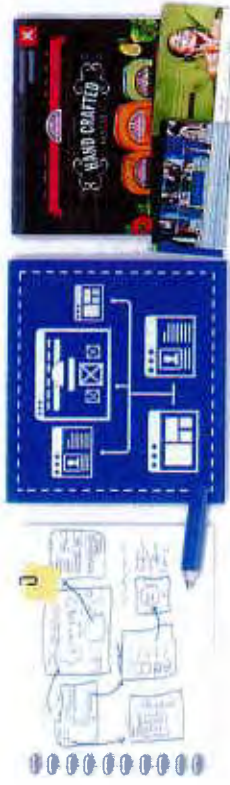
Total service budget for the package deal:

- Creative Services (Design/Content): 35 hrs.
- Professional Services (Project Mgmt/QA): 10 hrs.
- Engineering Services: 3 hrs.
- Live CMS Training: 2 hrs.
- Other services listed above are set at a fixed fee

**Individual services in bundled packages can not be separated out or swapped with any others. Additional Services can be added at the standard hourly rates.*

Responsive Custom Web Design

A unique custom graphically designed theme is created for Genesee County Economic Development Center, designed to be used specifically for your website. It utilizes your brand, imagery, and creative suggestions gathered during your included consultation onboarding. This theme is 100% original and not built off of existing themes, it's handcrafted to impress your audience from scratch. The process begins with a creative kick-off meeting to gather your key objectives and the design style that is preferred. The graphic design team at 360 PSG then crafts the custom look & feel and presents the mock-up of the main homepage for your feedback. 360 PSG will then make updates and tweak revisions to the design for subtle changes and edits before getting it cut into a working Responsive HTML/CSS design for use on the website. This is commonly referred to as a "Custom Responsive Web Design". The finalized design files are then integrated into the content management system for content population. This theme will be used across the entire final site with dynamic elements that can be changed per page or even hidden completely on others. Any amount of additional time can be added to the scope to enhance individual pages or create unique page styles within the website.



WHAT IS RESPONSIVE DESIGN?

A responsive design means that depending on the type of device the person (your visitor) is looking at the website on, it will automatically change and shift itself to best fit the content and layout for that device. This is done for large desktop monitors, smaller tablets (like iPads), and even the tiny mobile phone screens (Droids and iPhones). A responsive design removes the constant need for visitors to pinch and zoom, slide horizontally, or just squint to make out your content. The visitor does not have to do anything but visit the site at its main web address and it will shift and change automatically to present the best view for the device they are on. In today's highly mobile world, many sites are seeing upwards of 50% or more of their traffic coming from mobile and tablet devices. In fact Google has been penalizing non-responsive sites since 2016 (and rewarding those that have converted) by improving your website's search ranking when over half your visitors perform searches on their mobile devices.

Home Page Build-Out

The home page of a website is typically the key to successfully creating a first impression. It is with that in mind that the team at 360 PSG will take extra time to carefully craft the elements, content, and graphics that make the best first impression for your visitors. The team will utilize elements of your thematic graphic design to enhance the messaging you want to get out on the main page of your site.



WHAT'S INCLUDED?

360 PSG will populate the main homepage of the website using information provided. Images and content must be delivered digitally by Genesee County Economic Development Center or added to the project through the purchase of stock photography and/or content writing services that are also available.

Custom graphical "calls-for-action" will be created on the homepage that are handcrafted to drive your visitor traffic to the target objectives you want them to complete (phone calls, lead forms, newsletter registrations, etc). The home page will receive more time than the standard content population services because it must be crafted to make a lasting first impression. Actual time used will be drawn from the projects time estimate and budget.

Content Migration

With every website built, you will have the ability to log into the system and add, edit, and remove as much content as you like. With our initial content migration service, you don't have to spend your precious time moving your existing content to the new website. The content population specialists at 360 PSG will take any content on the pages you plan to keep and build out all of them in the new system quickly and professionally with their experience of migrating hundreds of sites before yours. Proper spacing, sizes, optimal code formats for the best search engine effectiveness, and image organization. Once populated, the keys are turned over to you and you are free to modify, add, or change things without starting from a blank slate. Content migration makes the process of launching your new site, from your old one, quick and professional but still leaves you with total control and no wasted time from your busy schedule.



WHAT'S INCLUDED?

360 PSG populates the content, images, links, and forms on internal website pages. This package excludes the homepage which requires considerably more time for execution and is populated with more detail (the home page build out is treated independent of the "internal" content pages here). 360 PSG gathers the content from the existing website for the pages that you defined you will be keeping. All menu items are then linked up to the proper pages of content based on this diagram. Content is moved over as it currently exists (changes can easily be made before launch using the CMS after it has been populated but edits are not expected during the initial migration process). The amount of migration is dependent on the time allocated in your budget based on the estimates provided (individual page migration time can range from minutes to an hour or more depending on the complexity of the content on each page being moved over. This proposal reflects the estimated time and page count based on the information provided to 360 PSG during discovery)

Content Population

With every website built, you will have the ability to log into the system and add, edit, and remove as much content as you like. With our initial content population service, you don't have to spend your precious time entering it all upfront. The content population specialists at 360 PSG will take any content written for you or provided to us in digital form and build out all the pages quickly using their experience building out hundreds of previous sites.



Proper spacing, sizes, optimal code formats for the best search engine effectiveness, and image optimization will be used. Once populated, the keys are turned over to you and you are free to modify, add, or change things without starting from a blank slate. Content population makes the process of launching your new site quick and professional but still leaves you with total control and no wasted time from your busy schedule.



WHAT'S INCLUDED?

360 PSG populates the content, images, links, and forms on internal website pages. This package excludes the homepage which requires considerably more time for execution and is populated with more detail (the home page build out is treated independent of the "internal" content pages here). Genesee County Economic Development Center provides the content, images, and any desired specific direction/instruction for pages by using the 360 PSG content submissions tools or sending a single collection of word documents (or one master content document following the guidelines provided to them at the start of the project). All menu items are then linked up to the proper pages of content based on client specifications. Client must either provide a "tree" organization flowchart for the content, or add one of the content information architecture packages so the team knows what pages belong where and how they relate/connect/link. **All content must be provided prior to ANY population beginning.** The number of pages included in the initial population package is described in the budget with a time estimate to complete the population. Content population is tracked hourly in 15 minute increments as complexity varies greatly between pages and client needs.

Content Self Population

If you have the time, general skill set or staff at Genesee County Economic Development Center that would prefer to take on the efforts of populating the content yourself, you will have access to all the tools and with the assistance of the help desk team you can populate as much or as little content as you need at your own pace.



Utilizing the content management system, Genesee County Economic Development Center can populate as many pages of content as they wish. The 360 PSG team does not place any content within the pages of the website itself. You are provided support, a help desk and instructions on how to use the tools to populate and edit your own content for the website with no additional cost or time spent adding pages to your website.

Service Block

Based on our experience working on hundreds of similar projects, one thing we have learned over the years is that you many not know exactly what you want until you start to see the living and breathing product you thought you did. We always recommend, with a project like yours, adding in a service block of additional "buffer" time that will cover some or all of the unforeseen ideas, scope changes, or additional time could not have been planned for out of the gate.



Service blocks are simply unallocated funds that are not attached to any one specific scope element in your project. This flexible usage model improves the process so we can move quickly and jump any hurdles as they come up without going back through the whole scope, proposal, formal process. Adding in this buffer means that you understand there are things you may not know you even wanted today and that working with us on your project may drum up things like "Wouldn't it be great if we added this?" or "We just found another website that has this really awesome twist we would like" or many times "We would love to enhance what we originally planned by changing this area". Having a service block in place lets us quickly scope any potential extra time needed and you can easily approve (or decline) that estimate in a couple emails or conversations instead of through a formal scope adjustment and proposal process.

Fission Content Management System

The website will be built on the powerful content management system called Fission; built, deployed, and supported by 360 PSG. The platform was created with modern web standards and browser capabilities in mind (including search engine optimization fundamentals, mobile device views, and more). This system also includes over 100 tools, widgets, and components for you to manage your own website's content in a simple way. Genesee County Economic Development Center can log in at anytime to add content, update the site, or change information in real-time. All without having to pay each time for service charges or even have people with web design experience in-house. Fission is the best option available to create a site that needs all the basics today but the capability to grow with you for years.



Features of the Fission CMS included in the standard package are:

- Add/Edit/Update any number of content pages on the website
- Add/Edit/Update any number of reusable content blocks throughout the website
- Add/Edit/Update any number of news articles, announcements, and blog posts
- Add/Edit/Update any number of testimonials, case-studies, and portfolio pieces
- Add/Edit/Update any number of custom forms for information gathering on the website
- Add/Edit/Update any number of images, videos, documents, and more in the media library
- Add/Edit/Update any number of calendar events with registration options
- Add/Edit/Update any number of menus, menu items, and sub-menu drop down items
- Add/Edit/Update any number of icons that link to all social media accounts for a website
- Add/Edit/Update any number of users that can log in and manage the site's content
- All content is controlled with simple to use editing tools that are similar to Microsoft Word

SSL Certificate

A "secure socket layer certificate" known as an **SSL Certificate** is a type of file holding encryption keys that is added to a server hosting your website to verify and authenticate that a website domain is actually who they say they are as well as ensuring there is valid encryption on all the data passing back and forth between your visitors and your website. When successfully installed and active your visitors will see some form of LOCK or other type of indicator in their preferred browser letting them know that the site is secure and the SSL is configured properly.

Why Do You Need an SSL?

- Securely encrypts data as it travels back and forth between your site and your visitors devices
 - Including any credit card processing forms if you are using e-commerce
- Directly impacts how well you rank on Google !!
- Builds and enhances your visitor trust in your brand
- Improves conversion rates for your sales or goals as visitors are expecting encrypted transaction data

SSL Certificates are renewed annually and must be setup whenever your website moves servers or hosting providers; an expired or incorrectly configured certificate can cause major trouble when search engines or other sites create links to yours and it can be even worse if you utilize online commerce or payments on your site. It is critically important that your certificate is renewed and updated prior to its expiration date. At 360 PSG we send multiple reminders starting at 90 days prior to your expiration date to make sure it is ready to renew on time and the 360 PSG engineers handle all of the technical configuration and verification for you.



Our Capabilities

Unlike many companies in our field, 360 PSG focuses 100% of our time and resources on maximizing your digital presence. Since the company formed in 2005 we have spent every effort on becoming the experts in these web and digital fields. While our team has all the creative capability to create logos and brochures and others on the team could repair servers with the best of them, our core competencies are reflected in the following capability summary so that if you ever have a question on any of the following needs you can rest assured that 360 PSG is your first stop for dedicated and experienced team members in the following key service offerings:



MODERN RESPONSIVE WEB DESIGN

We employ specialists that stay on top of the most modern trends in website design. These team members study the progression of web browser enhancements, customer expectations and global trends that improve the visitor experience across every type of internet enabled device.



SITE PERFORMANCE AND RANKING OPTIMIZATION

Our dedicated team of ranking, traffic and conversion specialists can work with your website to improve its lead generation and search engine rankings using the latest techniques and best practices that major search engines find appealing. When want to make the most out of your existing traffic and drive in more visitors, we are here.



SOCIAL MEDIA MARKETING

The hottest trends in digital marketing are revolving around advertising on all the major social media networks like Facebook, Twitter and more. Our in-house ad specialists work with you to craft target audiences and deliver your marketing messages directly to the prospects most likely to buy from you.



SOCIAL MEDIA MANAGEMENT

In today's world of social engagement and building trust, social media business profiles are one of the top ways you can connect with prospects, referrals, and potential customers. Our team can make all your business social profiles look alive and thriving by crafting and sharing new content and engaging in social conversations.



GOOGLE & BING PPC AD MANAGEMENT

When people search for your products and services on Google/Bing you want to be driving them to your site. Our digital ad management team uses paid-click marketing techniques to drive prospects to you while working within your budget.



ONLINE COMMERCE & SHOPPING SOLUTIONS

When it's time to sell products, collect donations, or simply have your service customers quickly pay their bills online... our commerce solutions are built right into the sites we create so that you can take orders online with fully integrated credit card processing and order management.



SOCIAL MEDIA BUILDING & CONTEST PROMOTIONS

Getting people to like your page or follow your tweets can be challenging. Our social team has programs to build deeper engagement, encourage existing connections to refer more people, and create buzz around building up your social media following. When you draw people to your pages with promotions, you keep the connected.



ORIGINAL ONLINE CONTENT COPY WRITING

Unless you employ writers with time to spare, your online brand could probably use some professional writers that know how web content works. By interviewing your key team members and applying decades of experience, we can draft the right words for the right pages to attract and retain visitors on your website.



EMAIL ACCOUNTS & DOMAIN NAME MANAGEMENT

Our engineering team handles thousands of email accounts and thousands more domain name registrations every year. Our email solutions work on every platform from Outlook to your mobile phone. From one email account to a thousand, one web address or a hundred, our engineers have got your back in support and service.



MOBILE APPLICATION DESIGN

It's not for everyone, but if your business calls for a native mobile "app" that can be downloaded on Apple or Android devices, we should be your first call. From simple applications that allow visitors to connect with you, to powerful tools that interact and interface with your web databases, mobile applications connect you to their phones.



CUSTOM WEB PROGRAMMING

Every business is unique and you may need to step outside the common uses for a standard website. Our in-house programming team can help built great new features that are unique to your business while being seamlessly integrated into your visitors experience online; all mixed in with the powerful tools we already have available.

Why Choose 360 PSG?

360 PSG is the premier source of new lead generation from digital media in western NY, employing dozens of full time staff in our Amherst, NY headquarters. We have ranked on the Fast Track 50 for 5 years in a row as one of the fastest growing companies in Buffalo, ranking as the #1 regional provider several years in a row. How we do it...

1. A committed focus on generating YOU more leads to grow your business year over year
2. Highly experienced in strategic planning and the execution of targeting YOUR ideal customers
3. Measurable & accountable results that never try to hide, mislead, or confuse what is happening
4. A core set of ethics and principles that every team member must live by on a daily basis

Your Web EXPERTS

- 1,200+** Websites Created In-House
- 3,000+** Domains Managed
- 100K+** Client Leads Generated
- 10+ Years** In Business Since 2005
- 100+ Years** Combined Management Team Experience
- Daily A/B of 4.8 Security Updates
Over 25,000 Keywords Optimized
Over 2,000 Monthly Reports Sent
Over 30 Company Awards Won
- Over 65,000 Hours of Writing Code
Over 1,000,000 Lines of Code Written In-House
Over 25 New Projects Added Per Month
Over 150,000 Hours of Support & Project Mgmt

Terms & Conditions

SERVICES

Services will include those outlined and selected items in the budget & fees section within this proposal.

COMPENSATION

Compensation is reflected in the pricing breakdown above. Unless otherwise noted, the totals reflected in this agreement are binding in full. Optional items will be included if selected at the time of acceptance by including them in the scope/fees section.

RELATIONSHIP OF PARTIES

1. 360 PSG, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. 360 PSG shall be solely responsible for and shall hold Genesee County Economic Development Center harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.
2. No Agency. Genesee County Economic Development Center does not undertake by this Agreement or otherwise to perform any obligation of 360 PSG, whether by regulation or contract. In no way is 360 PSG to be construed as the agent or to be acting as the agent of Genesee County Economic Development Center in any respect, any other provisions of this Agreement notwithstanding.

INTELLECTUAL PROPERTY RIGHTS

1. Genesee County Economic Development Center will own all graphic design, site text content, images, and media files added, created, or uploaded specifically for the use on the individual website by or for this specific project.
2. 360 PSG will own the software/code rights related to the Fission Web System or CMS tool.
3. Genesee County Economic Development Center has a license to use, manage, and publish web content using the software indicated in the Scope of Work while their account is active and in good standing.
4. Any and All Software used to render the website and/or perform the services of delivering the website content in its final format to the world will remain the sole property of 360 PSG.
5. If used, the 360 PSG Fission Framework or other such application development system will remain the sole property of 360 PSG. A single usage license (not related to the ability to access source code, database structures, FTP, or other such materials used to power and operate the system) is hereby granted for the website while engaged with 360 PSG ongoing monthly support services.

TIMELY DELIVERY

1. 360 PSG shall deliver the work in the Scope of Work, to Genesee County Economic Development Center and its clients, in a timely manner without unreasonable delay if such delays are not the result of Genesee County Economic Development Center obligations.
2. Genesee County Economic Development Center agrees that delivery of the work shall be extended by any delay by Genesee County Economic Development Center to perform any required actions in a timely manner, provided that 360 PSG has promptly notified Genesee County Economic Development Center of

any such delay and the consequences of such delay and 360 PSG has endeavored in good faith to minimize the consequences of such delay. Notice of delay may be presented in electronic email format.

JURISDICTION / DISPUTES

This Agreement shall be governed in accordance with the laws of the State of New York. All disputes under this Agreement shall be resolved by litigation or arbitration in the State of New York (by sole decision of 360 PSG) including the federal courts therein and the Parties all consent to the jurisdiction of such authorities, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

COMPENSATION

1. The compensation stated within this agreement constitutes the fees associated specifically with the scope of work outlined within. Any and all adjustments, however trivial, to the service, requirements, and desires of the Genesee County Economic Development Center may be subject to Out of Scope fees as determined by 360 PSG.

2. Out of Scope Service Fees

1. All services outside the scope of work will be billed at standard hourly rates

2. All service fees have a minimum billable time of one quarter hour (15 min) for each request made in a single additional scope of work.

3. Out of Scope approvals for work may be accepted at 360 PSG's sole discretion via email, signed agreement, online software tool, or other such retainable request format. 360 PSG, at its sole discretion on a case-by-case basis may accept verbal (phone), text message, or in-person discussion as an acceptance of work. Approval of Out of Scope work (either by 360 PSG's acceptance verbally or in written form) is considered acceptance of any such fees associated with it. Barring any other form of historical record of authorization, payment by Genesee County Economic Development Center of an Out of Scope request is deemed automatic and definitive acceptance of the fees associated with the authorization of said request. 360 PSG is not responsible for Genesee County Economic Development Center's internal policies related to authorization of requests and/or 360 PSG unless 360 PSG is provided with, prior to the request being made, a specific list of people that can or cannot make such requests on behalf of Genesee County Economic Development Center.

4. Delivery dates for the Scope of Work are not reflective of the payment schedule required per this agreement and as such are treated independent of each other. Adjustments to the payment schedule that differ from this agreement are solely at the discretion of 360 PSG. At no time, unless agreed upon in writing by 360 PSG, shall any work product or deliverable status of a Scope item be linked to the terms of payment for this agreement.

5. This scope of work herein is proposed in its entirety as a legally binding acceptance of all fees for the

services as defined. 360 PSG reserves the right to complete the scope of work as written and fully expects Genesee County Economic Development Center to fulfill the compensation as scheduled. This agreement may only be modified, terminated, or adjusted with an acceptance of such signed by an officer of 360 PSG. Genesee County Economic Development Center acknowledges that project timeline does not reflect billing or payment due schedules and understands that management, planning, setup, front-loaded activity, and other such unbalanced divisions of the scope of work are priced and planned around 360 PSG's expected complete fulfillment of the agreed upon payment terms and amounts.

6. Late payments are subject to a 1.50% monthly finance charge for past due amounts

7. Redirecting a domain name to an alternative service provider or non-usage of a staged scope of work for delivered services does not constitute a cancellation of services

SERVICE, SUPPORT, HOSTING

1. Monthly support fees include the hosting of the website with reasonable use of bandwidth and storage space for the site itself.

2. Support is provided via an online web trouble ticket system and up to 2 hours of live phone support for usage of the licensed tools (this does not include work service hours, the support is included for instructional helpdesk needs only)

3. All system bugs for the code written by 360 PSG are warranted by 360 PSG to insure that the software itself requires no client maintenance outside their license fees. Bugs are subject to the definition and acceptance of such by 360 PSG.

4. Additional service and support above that which is allocated is billable in 15 minute increments with a 15 minute minimum and client will be notified if such overage billing would be required prior to servicing the account. 360 PSG solely reserves the right to waive additional support fees on a case-by-case basis and any such prior waiver of fees does not constitute any guaranteed waiver of future use.

RECURRING TERMS

1. Any agreed upon item with a specified minimum recurring term must be completed in full. Payments for services deemed recurring are due one month prior to the intended execution of the recurring item.

2. After the minimum term of the agreement (which may be zero or more months as written in the scope/payment sections), the services will be continued on a month-to-month basis at the same level of service unless terminated by Genesee County Economic Development Center prior to the next scheduled invoice.

An "Out of Term" service fee may be applied at an amount no greater than \$100 per service item per month in which month-to-month service continues without cancellation on services that began with a minimum term greater than zero. Month-to-month service can be cancelled at anytime prior to the scheduled start of the next service date but must be cancelled no later than 2 business days prior to the next scheduled date of service/license/hosting/support/etc.

3. Should Genesee County Economic Development Center wish to terminate a minimum term agreement prior to the completion of its required term, 360 PSG offers an early termination fee of 50% of the remaining balance on the total recurring portion (plus total fixed fees remaining). Notice and payment of such termination exit must be received prior to midnight of the start date (usually the 1st day of the month) of the next scheduled service date, no further service will be performed past the termination date.

4. Should a specific item or items not allow for early termination clause, it will be specifically noted in the scope of work. All non-recurring items have no early termination option and are to be completed and paid for in full and 360 PSG will deliver the services as scoped for those items in a timely manner (barring any Genesee

3b

15

County Economic Development Center delays in obligations required to complete them).

5. Billing for recurring services may begin prior to the months in which the service is intended to be rendered, but in such cases 360 PSG guarantees to deliver the term quantity of recurring services so long as the account balance is in good standing.

DISCLAIMER OF WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH HEREIN, 360 PSG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY 360 PSG PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, PERFORMANCE RESULTS, SUBJECTIVE PERCEIVED QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

INDEMNIFICATION

Genesee County Economic Development Center agrees to indemnify and hold harmless 360 PSG and its successors, assigns, subcontractors, principals, officers, employees and agents from and against any and all claims, demands, liabilities, damages, judgments, assessments and all other forms of damage and/or relief brought against 360 PSG or its successors, assigns, subcontractors, principals, officers, employees and agents by any third party arising out of, or in any way related to the illegal or improper use by Genesee County Economic Development Center or any end-users which have procured, directly or indirectly, products or services of 360 PSG from Genesee County Economic Development Center, of any hardware, software, goods, services or any other item provided by 360 PSG pursuant to this Agreement.

LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL 360 PSG BE LIABLE TO Genesee County Economic Development Center OR ANY END-USERS WHICH HAVE PROCURED, DIRECTLY OR INDIRECTLY, PRODUCTS OR SERVICES OF 360 PSG FROM Genesee County Economic Development Center, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR A BREACH THEREOF. 360 PSG'S MAXIMUM AGGREGATE LIABILITY TO Genesee County Economic Development Center OR ANY OTHER PERSON ARISING OUT OF OR RELATED TO A BREACH OF THIS AGREEMENT SHALL BE THE LESSER OF (A) \$5,000.00, OR (B) THE TOTAL AMOUNT THAT Genesee County Economic Development Center HAS PAID TO 360 PSG FOR THE SERVICES AND/OR PRODUCTS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, IN NO EVENT SHALL 360 PSG BE LIABLE TO Genesee County Economic Development Center OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM OR RELATED TO (A) ANY FAILURE OR DELAY IN THE DELIVERY OR INSTALLATION OF ANY HARDWARE AND/OR SOFTWARE OR (B) ANY FAILURE OF HARDWARE AND/OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF SALES OR ANY FAILURE IN THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT AND ANY ADDENDA HERETO.