

# MEMORANDUM OF UNDERSTANDING LETCHWORTH GENESEE VALLEY PARTNERSHIP (LGV) COOPERATIVE AGREEMENT

This Memorandum of Understanding ("MOU") is entered into by and among the Participating Municipalities and Partners of the Letchworth Genesee Valley Partnership, and Letchworth Genesee Valley Partnership (LGV), a fiscally sponsored project of Social and Environmental Entrepreneurs, Inc. (SEE), to establish a cooperative framework for regional collaboration focused on economic and community development.

## I. PURPOSE

The purpose of this MOU is to support a collaborative initiative that enhances economic vitality, sustainability within the participant rural communities and counties of Monroe, Livingston, Wyoming, Genesee, and Allegany and partners. LGV aims to:

1. Foster long-term economic and environmental vitality through collaboration.
2. Support economic development, entrepreneurship, and sustainable market growth.
3. Enhance and maintain community infrastructure, amenities, and public spaces.
4. Strengthen partnerships among municipalities, businesses, and nonprofit organizations.
5. Provide regional branding, marketing, and economic development strategies.

## II. MEMBERSHIP

### A. Implementing Partners

LGV membership is open to municipalities in the Genesee Valley region. Other organizations, including community organizations, educational institutions, and government entities or agencies, may participate as implementing partners. Benefits include:

- Access to marketing and branding initiatives and materials.
- Opportunities for regional funding and grant collaboration.
- Technical assistance for community and economic development projects.
- Participation in LGV Projects

### B. Membership Criteria

1. Municipalities must be in Monroe, Livingston, Wyoming, Genesee, or Allegany counties.
2. Municipalities appoint a liaison to work with LGV on planning and development efforts, and provide community at-large voice/point-of-view.

### **III. GOVERNANCE & ORGANIZATIONAL STRUCTURE**

LGV is administered by an Executive Committee, which oversees strategic planning, funding, and operations. The Executive Committee is comprised of:

- One Director (paid, if applicable, subject to funding availability).
- Four volunteer representatives, appointed by participating municipalities.
- Additional representatives (e.g. of projects) as approved by the Executive Committee.

The Executive Committee:

- Sets strategic priorities and policies.
- Oversees grant applications and funding strategies.
- Coordinates regional initiatives and marketing efforts.
- Represents LGV in partnerships and stakeholder meetings.

Meetings:

- The Executive Committee meets quarterly, with additional meetings as needed.
- An Annual Membership Meeting is held to review developments and strategic direction.

### **IV. PROJECTS**

In service of its overall purpose, LGV organizes some of its work into projects. Membership in LGV does not require participation in projects. Recognized projects operate in accordance with a mission and goals approved by the Executive Committee at the inception of the project. Projects appoint a representative to the Executive Committee. Examples of projects include:

- GENESEE VALLEY TRAIL TOWNS INITIATIVE (GVTT)
- DIGITAL VISIBILITY (EGV, aka [exploregeneseevalley.com](http://exploregeneseevalley.com))

### **V. FUNDING & RESOURCES**

LGV is funded through a combination of:

1. Membership contributions (annual dues as outlined in Schedule A).
2. Grants and philanthropic funding.
3. Contributions and donations from local businesses and community stakeholders.
4. In-kind contributions such as volunteer services and technical assistance.

## **VI. NON-PAYMENT**

Failure to pay membership dues in accordance with invoiced terms may result in suspension or removal from LGV participation and access to its services.

## **VII. DISSOLUTION**

The Executive Committee shall determine the disbursement of any remaining funds and the allocation of responsibility for outstanding obligations in the event of dissolution.

## **VIII. AMENDMENTS**

This MOU may be amended by a majority vote of the Executive Committee, with notice provided to all signers.

## **IX. INDEMNIFICATION AND CONFIDENTIALITY**

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing in this MOU shall be construed to create any liability or legal responsibility on the part of any party for the actions of another.

In the event of a disagreement or dispute under this MOU, the parties agree to work in good faith to resolve the matter through informal negotiation. If needed, the parties may escalate the issue to the Executive Committee for resolution.

All parties agree to respect the confidentiality of any non-public information shared as part of this collaboration, unless otherwise agreed in writing.

## **X. TERM & TERMINATION**

This MOU shall take effect on the date of the last signature below. This MOU shall remain in effect until terminated by either party with written notice.

## XI. SIGNATORIES

This MOU is agreed upon by the undersigned representatives:

### Letchworth Genesee Valley Partnership (LGV), fiscally sponsored project of SEE:

	Rick Hauser	Executive, Letchworth Genesee Valley Partnership (LGV)	
Signature	Name, Printed	Title	Date
	Jennifer Hoffman	CEO, Social and Environmental Entrepreneurs (SEE)	
Signature	Name, Printed	Title	Date

### Participating Municipalities/Members:

Signature	Name, Printed	Title	Date
Signature	Name, Printed	Title	Date

## SCHEDULE A. Membership Levels and Fees

Annual membership fees are based on a combination of assessed valuation and destination assets as described in the table below.

Membership Level	Level 1 - \$5000	Level 2 - \$ 3,500	Level 3 - \$2,000
Assessed Valuation	> \$100M	<\$100M	Any Valuation
Downtown District	Yes	Yes (Small)	No
Rural Attractions <sup>[1]</sup>	Yes	Yes	Yes

LGV recognizes the ongoing higher level of annual support received from the founding municipalities of Geneseo and Perry which each contribute \$8,000 per year (\$5,000 from the Villages and \$3,000 from the Towns).

---

<sup>[1]</sup> Examples of Rural Attractions could include: Bed & Breakfasts, Nature assets, other destination businesses, Locations at important crossroads or travel corridors.