

Ulster County Economic Development Alliance
P.O. Box 1800, 244 Fair Street
Kingston, NY 12402-1800
Tel: 845.340.3556



BOARD OF DIRECTORS MEETING

4:30 p.m.

February 22, 2017

Ulster County Surrogate's Court

3rd Floor

Ulster County Office Building

244 Fair Street

Kingston, NY

PROPOSED AGENDA

1. Call to Order
2. Roll Call
3. Approval of the Minutes of the January 3, 2017 Meeting
4. Approval of the Financials for the Periods Ending December 31, 2016 and January 31, 2017
5. Committee Reports
 - Ulster County Revolving Loan Fund Committee Update
 - ◆ Release of Lien – Costas & Tate Insurance
 - ◆ Update on Pending Loan Applications (The Farm Bridge, Redstart Coffee Roasters)
6. Marketing
 - Approval of Final Invoices from BBG&G for 2016 Marketing Campaign
 - Approval of 2017 Marketing Contract Between UCEDA and Luminary Media
 - Presentation by Luminary Media
7. Ellenville Million
 - Parks Commission Update
 - Amendment to Extend Contracts with Barton & Loguidice and Brinnier & Larios
 - Approval of Invoices from Barton & Loguidice and Brinnier & Larios

8. Education and Training
 - Craft Food and Beverage Industry Event – March 29, 2017
 - Other Upcoming Events
 - ◆ Presentation to Saugerties Chamber of Commerce (February 22)
 - ◆ Presentation to Rondout Valley Growers Association (March)
 - ◆ Webinar on sustainable business practices (March, TBD)
 - ◆ The effect of \$15 minimum wage on Ulster County employers (end of March)
 - ◆ Panel presentation at New Paltz Chamber of Commerce (April 13)
 - ◆ Watershed Alliance Conference (April 29)
 - ◆ Grantwriting workshop (April, TBD)
 - ◆ Webinar on Historic Preservation Tax Credits (Summer, TBD)
9. Public Comment
10. Old Business
11. New Business
 - Approval of 2017 Contract Between UCEDA and Ulster County
12. Adjournment

The next meeting of the Board of Directors of the Ulster County Economic Development Alliance is scheduled for 4:30 p.m., Tuesday, March 7, 2017.

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DRAFT MINUTES

Meeting of the Board of Directors
January 3, 2017

A meeting of the Board of Directors of the Ulster County Economic Development Alliance was held at 4:30PM on Tuesday, January 3, 2017, Legislative Chambers, sixth floor, Ulster County Office Building, 244 Fair Street, Kingston, NY.

The following Board Members were present:

Julie Cohen-Lonstein	Chair
Burton Gulnick, Jr.	Treasurer
James Maloney	Vice Chair
Ward Todd	Secretary
Kenneth Crannell	

The following Board Members were absent:

Hector Rodriguez
Robert Sudlow

President:

Suzanne Holt Director, Ulster County Office of Economic Development

Chief Financial Officer:

Christopher J. Rioux, CPA, Deputy Commissioner of Finance

Board Counsel:

Clinton Johnson First Assistant County Attorney

Staff – Ulster County Office of Economic Development:

Timothy Weidemann

Additional Attendees:

Geddy Sveikauskas Ulster Publishing
Bernadette Andreassen

The meeting was called to order by Chair Julie Cohen-Lonstein at 4:34 p.m.

MINUTES

Motion: Mr. Maloney, seconded by Mr. Crannell, moved to approve the Minutes of the December 6, 2016 meeting. A copy of said minutes is on file.

Vote: The motion was adopted.

This institution is an equal opportunity provider, employer, and lender.

ELLENVILLE MILLION

Agreement with Shadowland Theatre

A draft Agreement for Professional Services between the Ulster County Economic Development Alliance, Inc. and Shadowland Artists, Inc. was reviewed. A copy of said agreement is on file.

Motion: Mr. Crannell, seconded by Mr. Maloney, moved to authorize the Chair to prepare and execute a final Agreement for Professional Services.

Discussion: Mr. Maloney inquired whether the contract had been reviewed by counsel. Ms. Holt replied that it has met with counsel's approval.

Vote: The motion was adopted.

Agreements with the Town of Wawarsing and the Village of Ellenville regarding Parks

An Agreement for Professional Services between the Ulster County Economic Development Alliance, Inc. and the Town of Wawarsing, NY and an Agreement for Professional Services between the Ulster County Economic Development Alliance, Inc. and the Village of Ellenville, NY regarding improvements to the parks were reviewed. Copies of said agreements are on file.

Motion: Mr. Todd, seconded by Mr. Maloney, moved to authorize the Chair to execute said Agreements for Professional Services.

Vote: The motion was adopted.

EDUCATION & TRAINING

Ms. Holt reviewed the education and training events and activities completed during 2016 and outlined the plan for additional events in 2017. A networking event is tentatively scheduled for March, 2017, with a focus on the food and beverage industry. Subsequent events will focus on other target industries. The discussion resulted in no new motions.

PUBLIC COMMENT

No individuals requested the Privilege of the Floor. The Public Comment section of the Agenda was closed.

OLD BUSINESS

Update on Marketing RFP

Ms. Cohen-Lonstein provided an update on the Request for Proposals to select a vendor for marketing services in 2017. According to Ms. Cohen-Lonstein, proposals were received and four prospective vendors were selected for interviews. Following the completion of interviews, Luminary Media of Kingston, NY was selected to enter into contract negotiations.

NEW BUSINESS

UCEDA Contract with Ulster County

An Agreement for Professional Services between the County of Ulster and the Ulster County Economic Development Alliance, Inc. was reviewed. A copy of said agreement is on file. Ms. Holt noted that the contract budget is \$25,000 less than the previous year.

Motion: Mr. Maloney, seconded by Ms. Cohen-Lonstein, moved to authorize the Chair to execute said Agreement for Professional Services.

Vote: The motion was adopted.

Invoices

The President requested and the Board consented to an addition of two invoices to the agenda. The first was an invoice to the Ulster County Economic Development Alliance (#1575 in the amount of \$10,000) from the Hudson Valley Economic Development Council for annual membership dues. A copy of said invoice is on file. Ms. Holt explained that past practice has been for UCEDA to pay the full amount, and for the Ulster County Industrial Development Alliance (UCIDA) to reimburse UCEDA for 50% of the membership dues. The UCIDA board meets next week, and it will take up the matter at that meeting.

Motion: Mr. Crannell, seconded by Mr. Maloney, moved to approve payment in the amount of \$10,000 on Invoice #1575 from HVEDC, contingent upon the approval by the UCIDA Board of Directors of a reimbursement to UCEDA in the amount of \$5,000.

Vote: The motion was adopted.

An invoice from Catylist (#18115 in the amount of \$2,600) was reviewed next. A copy of said invoice is on file. Ms. Holt explained that Catylist is the software used by UCEDA staff to maintain the database of available commercial properties that is used to respond to business attraction, expansion and relocation opportunities.

Motion: Mr. Todd, seconded by Mr. Maloney, moved to approve payment in the amount of \$2,600 on Invoice #18115 from Catylist.

Vote: The motion was adopted.

EXECUTIVE SESSION

The Chair requested a motion to enter executive session, as authorized by Open Meetings Law section 105, for the purpose of discussing matters related to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Motion: Ms. Cohen-Lonstein, seconded by Mr. Gulnick, moved to enter Executive Session for the purpose described above.

Vote: The motion was adopted.

The Board of Directors moved into Executive Session at 4:55PM.

Motion: Ms. Cohen-Lonstein, seconded by Mr. Crannell, moved to exit Executive Session.

Vote: The motion was adopted.

The Board of Directors moved out of Executive Session at 5:05PM.

ADJOURNMENT

Motion: Mr. Crannell, seconded by Ms. Cohen-Lonstein, moved to adjourn the meeting.

Vote: The motion was adopted.

Meeting was adjourned at 5:07PM. The next meeting of the UCEDA Board of Directors is scheduled for Tuesday, February 7, 2017 at 4:30PM in the Legislative Chambers of the County Office Building, 244 Fair Street, Kingston.

James Maloney, Chair
Ulster County Revolving Loan Fund Committee
244 Fair St, PO Box 1800
Kingston, NY 12402 - 1800

Dear Mr. Maloney,

To start, I'd like to thank you and the other members of the Ulster County Revolving Loan Fund Committee for your efforts to support small businesses like mine. As you know, while traditional bank financing is often available for larger projects or for larger businesses, it can be difficult for smaller businesses to obtain access to the financing they need to grow and sustain themselves.

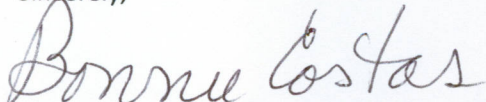
In 2011, the Ulster County Revolving Loan Fund provided Costas and Tate Insurance Agency with a working capital loan in the amount of \$20,000. The funds have allowed us grow our agency. Without these resources, it is difficult to imagine how we would have established the solid foundation our business now enjoys.

I write to you today to request a modification to the collateral that is assigned to our loan. As you are aware, we have consistently paid our account on-time, and our remaining principal balance as of December 2016 has been reduced to \$5,535.06. Among other items, our loan agreement included as security a lien on our 2008 Nissan Sentra, which was valued at \$13,000. We hope to purchase a new vehicle, but in order to sell or trade this vehicle we request that the County's lien be removed from the vehicle.

We understand that the County requires collateral for the remaining balance of the loan. We have prepared an updated list of furniture, fixtures and equipment currently owned by the business, which we offer as replacement collateral for the loan. That list is attached to this letter.

Please let me know if you have any further questions, or if there are additional steps you require to complete this request.

Sincerely,


Bonnie Costas

COSTAS & TATE ASSETS

1) DESK SOLID CHERRY	\$1200
2) 1 L DESK	1000
3) 2 L DESK (700 EACH)	1400
4) CORNER DESK	100
5) BOOK CASE	200
6) NEC PHONE SYSTEM	2200
7) 5 METAL FILE CABINETS 4/5 DRAWERS	1000
8) 8 WAITING ROOM CHAIRS	400
9) 2 SWIVEL CHAIRS	250
10) 2 SWIVEL CHAIRS	500
11) 4 COMPUTERS	3200
12) 3 MONITORS	300
13) 1 LAPTOP	500
14) 1 IPAD	800
15) 1 BROTHER PRINTER	250
16) 1 BROTHER PRINTER/FAX/SCAN	500
17) 1 CREDENZA	200
18) 1 WATER COOLER	100
19) 1 FRIDGE	100
20) 1 FRIDGE	150
21) 1 SHREDDER	100
22) 1 AIR CONDITIONER	150

TOTAL \$14,600

BBG&G Advertising Inc
 3020 Route 207, Suite 101
 Campbell Hall, NY 10916
 (845) 615-9084

Invoice

Bill To:
Ulster County Economic Development Alliance Linda Clark 244 Fair Street Kingston, NY 12401

Date	Invoice No.
12/20/16	4113

P.O. Number	Due Date
	01/04/17

Description	Amount
November 16 - December 15	
PACKAGES & ITINERARIES	
Updated package coupons for 2017.	
Account Service - .25 hr @ \$85/hr	21.25
Production - .50 hr @ \$85/hr	42.50
SIGNAGE FOR ULSTER/ELLENVILLE	
Designed signage for three kiosks in Ellenville area.	
Requested price quotes from various vendors for signage.	
Account Service - 3.75 hr @ \$85/hr	318.75
Production - 3.75 hr @ \$85/hr	318.75
SOCIAL MEDIA	
Developed and scheduled Facebook, Twitter and Instagram posts for December.	
Developed additional Facebook posts for Chamber of Commerce Wawarsing Wassail special events for December.	
Coordinated and scheduled Facebook boosted posts for November and December.	
Developed Facebook, Twitter and Instagram posts for January.	
Engaged with social media feeds on a weekly basis.	
Account Service - 6.50 hr @ \$85/hr	552.50
Creative - 4.50 hr @ \$125/hr	562.50
Production - 5.50 hr @ \$85/hr	467.50
BLOGS	
Developed & uploaded short blog, "Local Ellenville Brothers Visit The Ellen Show."	
Developed two blogs with recipes from Marbella Trattoria e Ristorante for 2017.	
Account Service - 1.50 hr @ \$85/hr	127.50
Production - .75 hr @ \$85/hr	63.75
Thank you for your business.	Total

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12/20/16	4113

P.O. Number	Due Date
	01/04/17

Description	Amount
BANNER ADS Updated digital ad analytics with new statistics from publications. Account Service - 1.00 hr @ \$85/hr	85.00
MARKETING PLAN Developed year-end presentation for 2016 marketing campaign. Created 2017 calendar of events. Contacted Ellenville businesses for feedback on 2016 marketing campaign. Account Service - 11.25 hr @ \$85/hr	956.25
PUBLIC RELATIONS Developed and disseminated press release for Holiday Shopping in Ellenville. Followed up with local publications to ascertain coverage. Account Service - 1.00 hr @ \$85/hr Creative - .25 hr @ \$125/hr	85.00 31.25
EVENT COORDINATION Followed up with Ellenville Public Library & Museum and the Youth Commission for registration analytics from "Bikeville" and "Paint the Town Blue." Account Service - .25 hr @ \$85/hr	21.25
WEB SITE DEVELOPMENT Reviewed analytics for pages. Followed up with Town of Wawarsing Supervisor for Google Business page & coordinated re-sending verification code. Updated December event calendar with Chamber of Commerce Wawarsing Wassail events. Added January & February events to 2017 calendar. Account Service - 2.00 hr @ \$85/hr Production - 1.00 hr @ \$85/hr Website Updates - 6.50 hr @ \$85/hr	170.00 85.00 552.50
Thank you for your business.	Total

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Date	Invoice No.
12/20/16	4113

P.O. Number	Due Date
	01/04/17

Description	Amount
REIMBURSABLES	
Digital Advertising-Facebook Boosted posts 11/23-11/30	52.94
Digital Advertising-Facebook Boosted posts 12/7-12/24	47.06
Thank you for your business.	Total \$4,561.25

Ulster County Economic Development Alliance
BBG&G Activity Report: November 16, 2016 – December 15, 2016

Public Relations

- Developed and disseminated press release for Holiday Shopping in Ellenville.
- Followed up with local publications to ascertain coverage.

Social Media

- Developed and scheduled Facebook, Twitter and Instagram posts for December.
- Developed additional Facebook posts for Chamber of Commerce Wawarsing Wassail special events for December.
- Coordinated and scheduled Facebook boosted posts for November and December.
- Developed Facebook, Twitter and Instagram posts for January.
- Engaged with social media feeds on a weekly basis.

Banner Ads

- Updated digital ad analytics with new statistics from publications.

Blogs

- Developed and uploaded short blog, “Local Ellenville Brothers Visit The Ellen Show.”
- Developed two blogs with recipes from Marbella Trattoria e Ristorante for 2017.

Event Coordination

- Followed up with Ellenville Public Library & Museum and the Youth Commission for registration analytics from “Bikeville” and “Paint the Town Blue.”

Marketing Plan

- Developed year-end presentation for 2016 marketing campaign.
- Created 2017 calendar of events.
- Contacted Ellenville businesses for feedback on 2016 marketing campaign.

Packages & Itineraries

- Updated package coupons for 2017.

Signage

- Designed signage for three kiosks in Ellenville area.
- Requested price quotes from various vendors for signage.

Website Development

- Reviewed analytics for pages.
- Followed up with Town of Wawarsing Supervisor for Google Business page & coordinated re-sending verification code.
- Updated December event calendar with Chamber of Commerce Wawarsing Wassail events.
- Added January & February events to 2017 calendar.

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Invoice

Bill To:
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Date	Invoice No.
01/31/17	4131

P.O. Number	Due Date
	02/15/17

Description	Amount
December 16 - January 31	
PACKAGES & ITINERARIES	
Printed and mailed package coupons for 2017 to participating accommodations to distribute.	
Researched forums to list packages & itineraries for travelers.	
Account Service - 3 hr @ \$85/hr	255.00
Production - .25 hr @ \$85/hr	21.25
SIGNAGE FOR ULSTER/ELLENVILLE	
Continued design for three kiosks in Ellenville area.	
Coordinated printing for signage.	
Account Service - .75 hr @ \$85/hr	63.75
Creative - .25 hr @ \$125/hr	31.25
Production - 5.25 hr @ \$85/hr	446.25
SOCIAL MEDIA	
Created Social Media Analytic Report for December.	
Scheduled January social media.	
Engaged with social media feeds on a weekly basis.	
Developed Social Media Strategy for 2017.	
Developed and scheduled Annual Winterfest event posts & boosted posts for Facebook and Twitter.	
Developed and scheduled February social media	
Created a contact list of Ellenville businesses and local residents to ask for photography & feedback for 2017 social media.	
Account Service - 16.00 hr @ \$85/hr	1,360.00
Creative - 1.25 hr @ \$125/hr	156.25
Production - 2 hr @ \$85/hr	170.00
BLOGS	
Thank you for your business.	Total

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Date	Invoice No.
01/31/17	4131

P.O. Number	Due Date
	02/15/17

Description	Amount
Created Blog Analytic Report for 2016. Developed Annual Winterfest blog for January. Account Service - 1.50 hr @ \$85/hr Production - 1.25 hr @ \$85/hr	127.50 106.25
MARKETING PLAN Updated and submitted year-end report for 2016 marketing campaign. Attended meeting with Ellenville Farmer's Market Director and Congressman Faso's District Director to discuss progress in Ellenville. Discussed upcoming events with Asha at Ellenville Public Library & Museum. Account Service - 14.50 hr @ \$85/hr	1,232.50
PUBLIC RELATIONS Created Public Relations Earned Media projection for 2016. Coordinated collaboration with local photographer/blogger to visit Ellenville with Marcus Guiliano, Aroma Thyme Bistro. Attended Teleconference with Luminary Media about UCEDA publication collaboration. Created Annual Winterfest press release and disseminated to local publications. Posted Annual Winterfest event on local community calendars. Account Service - 4.25 hr @ \$85/hr Creative - 1 hr @ \$125/hr	361.25 125.00
WEB SITE DEVELOPMENT Reviewed packages & itineraries and homepage analytics. Updated calendar of events. Updated Wordpress, plug-ins and maintenance for website. Account Service - .25 hr @ \$85/hr Production - .25 hr @ \$85/hr Website Updates - .50 hr @ \$85/hr	21.25 21.25 42.50
Thank you for your business.	Total

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01/31/17	4131

P.O. Number	Due Date
	02/15/17

Description	Amount
REIMBURSABLES	
Printing of 3 Kiosk Signs	377.33
Radio Advertising- Townsquare Media - 1/23-28/17	342.36
FaceBook Winterfest Boosted Posts	63.09
Thank you for your business.	Total \$5,324.03

Ulster County Economic Development Alliance
BBG&G Activity Report: December 16, 2016 to January 31, 2017

Media Planning

- Coordinated radio spot for Annual Winterfest with Townsquare Media.

Public Relations

- Created Public Relations Earned Media projection for 2016.
- Coordinated collaboration with local photographer/blogger to visit Ellenville with Marcus Guiliano, Aroma Thyme Bistro.
- Attended Teleconference with Luminary Media about UCEDA publication collaboration.
- Created Annual Winterfest press release and disseminated to local publications.
- Posted Annual Winterfest event on local community calendars.

Social Media

- Created Social Media Analytic Report for December.
- Scheduled January social media.
- Engaged with social media feeds on a weekly basis.
- Developed Social Media Strategy for 2017.
- Developed and scheduled Annual Winterfest event posts & boosted posts for Facebook and Twitter.
- Developed and scheduled February social media.
- Created a contact list of Ellenville businesses and local residents to ask for photography & feedback for 2017 social media.

Blogs

- Created Blog Analytic Report for 2016.
- Developed Annual Winterfest blog for January.

Marketing Plan

- Updated and submitted year-end report for 2016 marketing campaign.
- Attended meeting with Ellenville Farmer's Market Director and Congressman Faso's District Director to discuss progress in Ellenville.
- Discussed upcoming events with Asha at Ellenville Public Library & Museum.

Packages & Itineraries

- Printed and mailed package coupons for 2017 to participating accommodations to distribute.
- Researched forums to list packages & itineraries for travelers.

Signage

- Continued design for three kiosks in Ellenville area.
- Coordinated printing for signage.

Website Development

- Reviewed packages & itineraries and homepage analytics.
- Updated calendar of events.
- Updated Wordpress, plug-ins and maintenance for website.

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Invoice

Bill To:
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Date	Invoice No.
11/21/16	4096

P.O. Number	Due Date
	12/06/16

Description	Amount
October 16 - November 15	
PACKAGES & ITINERARIES	
Created additional package coupons for Honor's Haven Resort & Spa. Mailed additional coupons to Jellystone Park at Birchwood Acres.	
Account Service - .75 hr @ \$85/hr	63.75
Production - .50 hr @ \$85/hr	42.50
Website Updates - 2 hr @ \$85/hr	170.00
SIGNAGE FOR ULSTER/ELLENVILLE	
Coordinated signage for village grounds with Hank Alicandri and Marcus Guiliano from Aroma Thyme Bistro.	
Account Service - 3.50 hr @ \$85/hr	297.50
SOCIAL MEDIA	
Coordinated and scheduled Facebook boosted posts. Developed social media analytic report for mid-October to mid-November. Strategized and implemented weekly social media engagement efforts. Developed and scheduled Facebook, Twitter and Instagram posts for November. Contacted restaurants, attractions and resorts for seasonal photos for December.	
Account Service - 18 hr @ \$85/hr	1,530.00
Creative - .75 hr @ \$125/hr	93.75
Production - 1.75 hr @ \$85/hr	148.75
Social Media Strategy - 5 hr @ \$125/hr	625.00
CREATIVE CONCEPTS	
Developed concepts for print ads.	
Creative - 3 hr @ \$125/hr	375.00
Thank you for your business.	Total

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Date	Invoice No.
11/21/16	4096

P.O. Number	Due Date
	12/06/16

Description	Amount
BLOGS	
Researched the French Corner and interviewed owners, Gerry and Pascalene Gress. Developed the following November/December blogs: "Find the Perfect Gift at the French Corner" "Cozy up in Ellenville" "Find Yourself in a Corner of France" "Find Your Last Minute Christmas Gifts in Ellenville" Proofed and uploaded the following blogs: "You Can Find a Stoneware Butter Churn at the Ellenville Public Library" "We Found this Creamed Corn Recipe."	
Account Service - 3.50 hr @ \$85/hr	297.50
Production - 7 hr @ \$85/hr	595.00
PRINT PRODUCTION	
Developed, coordinated approval and forwarded Honor's Haven Visitor's Guide ad 2017 to media.	
Account Service - .75 hr @ \$85/hr	63.75
Production - 1.50 hr @ \$85/hr	127.50
COLLATERAL	
Updated and coordinated reprinting of 10,000 Maps & Brochures for Hank Alicandri from Sam's Point.	
Account Service - 1.75 hr @ \$85/hr	148.75
Production - .75 hr @ \$85/hr	63.75
MARKETING PLAN	
Prepared document for Dr.Craft of the Ellenville-Wawarsing Chamber of Commerce explaining branded hashtag usage to members.	
Account Service - 4.50 hr @ \$85/hr	382.50
Production - .75 hr @ \$85/hr	63.75
Thank you for your business.	Total

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Date	Invoice No.
11/21/16	4096

P.O. Number	Due Date
	12/06/16

Description	Amount
PUBLIC RELATIONS Developed and implemented strategy and media outreach. Followed up with REI about putting together a comp package. Public Relations - .75 hr @ \$55/hr Public Relations Strategy - 8 hr @ \$125/hr	 41.25 1,000.00
WEB SITE DEVELOPMENT Updated website copy on Ellenville Business Page and Homepage. Conducted analytics on website, and updated Packages & Itineraries Page to drive more website traffic. Updated calendar and featured events. Coordinated verification code for Google Business Page with Town of Wawarsing. Account Service - 2.75 hr @ \$85/hr Production - .75 hr @ \$85/hr Website Updates - 6 hr @ \$85/hr	 233.75 63.75 510.00
REIMBURSABLES Printing of Maps and Brochures Print Advertising- Chronogram (Find Your Future) 1/1/17	 1,923.58 612.00
Thank you for your business.	Total \$9,473.08

Ulster County Economic Development Alliance
Activity Report: October 16, 2016 - November 15, 2016

Creative Concepts

- Developed concepts for print ads.

Media Planning

- Prepared tearsheets of ads.

Public Relations

- Developed and implemented strategy and media outreach.
- Followed up with REI about putting together a comp package.

Social Media

- Coordinated and scheduled Facebook boosted posts.
- Developed social media analytic report for mid-October to mid-November.
- Strategized and implemented weekly social media engagement efforts.
- Developed and scheduled Facebook, Twitter and Instagram posts for November.
- Contacted restaurants, attractions and resorts for seasonal photos for December.

Blogs

- Researched the French Corner and interviewed owners, Gerry and Pascalene Gress.
- Developed the following November/December blogs: "Find the Perfect Gift at the French Corner," "Cozy up in Ellenville," "Find Yourself in a Corner of France," "Find Your Last Minute Christmas Gifts in Ellenville."
- Proofed and uploaded the following blogs: "You Can Find a Stoneware Butter Churn at the Ellenville Public Library," and "We Found this Creamed Corn Recipe."

Collateral Material

- Updated and coordinated reprinting of 10,000 Maps & Brochures for Hank Alicandri from Sam's Point.

Marketing Plan

- Prepared document for Dr.Craft of the Ellenville-Wawarsing Chamber of Commerce explaining branded hashtag usage to members.

Packages & Itineraries

- Created additional package coupons for Honor's Haven Resort & Spa.
- Mailed additional coupons to Jellystone Park at Birchwood Acres.

Print Production

- Developed, coordinated approval and forwarded Honor's Haven Visitor's Guide ad 2017 to media.

Signage

- Coordinated signage for village grounds with Hank Alicandri and Marcus Guiliano from Aroma Thyme Bistro.

Website Development

- Updated website copy on Ellenville Business Page and Homepage.
- Conducted analytics on website, and updated Packages & Itineraries Page to drive more website traffic.
- Updated calendar and featured events.
- Coordinated verification code for Google Business Page with Town of Wawarsing.



2016 YEAR-END REPORT

Strategic Marketing Planning & Creative Implementation

Marketing Program Deliverables:

INTERVIEWS & INTAKE

- Intake: held one-on-one interviews with key community stakeholders, leaders, and business owners
- Placemaking assessment and walking/driving tour. Assessed:
 - Signage and Wayfinding
 - Community Spaces
 - Parks, Trail access and signage
- SWOT analysis
- Attended Parks & Rec Meetings

MARKETING PLAN

- Completed SWOT
- Developed branding/positioning strategy
- Developed full tactical marketing plan

BRAND DEVELOPMENT

- Logo and graphic standards
- Story lines
- Print and digital ad creative
- Photo shoots to gain needed new imagery

WEB

- Designed, developed and built FindEllenville.com new web site

PACKAGES & ITINERARIES

Worked closely with community partners to coordinate and develop:

- Theater, dining & shopping packages
- Itineraries
- "Unique Stay" packages





PUBLIC RELATIONS

- Developed releases, pitch ideas and framework for PR program
 - “Soft Landing” Development Fund
 - Ellenville Million Marketing Launch
 - “Bikeville” event
 - Ellenville Million Update
 - “Paint the Town Blue” sidewalk chalk & music event
 - Holiday Shopping Opportunities
- Media pitching, follow-up, and clipping
- Pitching to bloggers and social media influencers



COLLATERAL

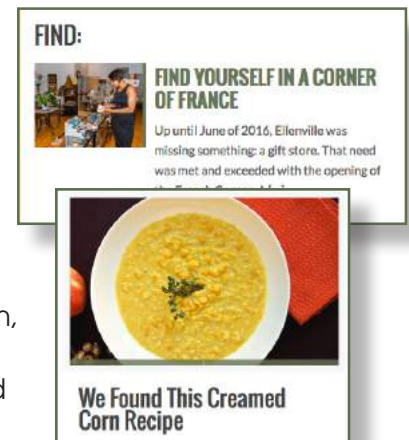
- Met periodically with Parks & Rec Committee to assess and gather existing resources/maps for various trails to develop signage and wayfinding strategy.
- Developed Find Ellenville brochure and map guide to link all the trails with the downtown businesses and eateries. Brochure was produced in the thousands, and is placed throughout Ulster County, at the Thruway Information Center, and distributed at the Sam’s Point Visitor Center.
- Developing Signage artwork for bus stop, Lippman Park, and Resnick Park display cases.



SOCIAL MEDIA

Launched platforms, built ongoing strategy, developed content on monthly basis, monitored and responded on a daily basis. Leveraged boosted posts to gain followers and expand reach.

- Facebook
- Twitter
- Pinterest
- YouTube
- Instagram
- Blog – developed ongoing, revolving stories highlighting the people, events, and businesses of Ellenville:
 - Find “Jeff”! {this concept put the people of Ellenville front and center as the friendly, approachable faces of the town }
 - This is What You Can Find at ____ {The person being interviewed is linked to a specific site, like an event, a museum, or recreation site}
 - We Found Marcus {or someone else from the community} and Got ... {e.g. His Signature Bolognese Recipe}





COMMUNITY RELATIONS

- Attended Parks & Rec Meetings
- Collaborated with community partners on events
 - Ellenville Public Library & Museum
 - Renegades Cycling Club
 - Youth Commission
 - Hunt Memorial Committee
 - Shops, Lodgings, and Restaurants
- Provided input and recommendations for Hunt Memorial Committee as they developed their Visitor Center

ADVERTISING

- Developed Print and Digital advertising to positively impact perception and raise awareness of dining, outdoor, and recreational opportunities in Ellenville.
- Developed Print advertising to raise awareness of funding and other business opportunities in Ellenville.

FIND YOUR FUN IN ELLENVILLE

A NIGHT OUT ON THE TOWN? YES, PLEASE.

Enjoy a big evening in a small town—round up your friends and step out in Ellenville! After a day of touring and tasting along the Shawangunk Wine Trail, cap it off with culture and cuisine.

- Canal Street is a burgeoning restaurant row with eclectic eateries—such as Atomic Thyme Bistro, the Public House, or the Gentleman's Grill steakhouse.
- In the mood for food with international flair? Try Gabby's Cali, a Mexican cantina; Tony and Nick's Italian Kishine; the Stock House for Asian delicacies; or the European Deli for authentic Polish dishes.
- How about dinner and a show? Shadowlands Stages is an Art Deco gem presenting a seven-month season of professional Equity plays and musicals.

WHERE'S THE FUN WHEN THE SUN GOES DOWN?
FIND OUT IN ELLENVILLE, NEW YORK.

FIND YOUR PATH IN ELLENVILLE

IT MAY LEAD 2,200 FEET ABOVE SEA LEVEL.

The trek up to Sam's Point—the highest point of New York's Shawangunk Mountains—is a good place to start. 360° views of the Wallkill Valley. Therein and around Ellenville—each offering accessible right from our Berne Road.

- Looking for waterfalls? Minnewaska, Story Kill Falls, Awosting Falls, and...
- Walk backwards through history also. In the 1800's, this was where boats...
- Shred the trails on two wheels in L... mountain biking in New York State.

WHERE DOES YOUR PATH LEAD?
FIND OUT IN ELLENVILLE, NEW YORK.

108 Canal St., Ellenville, NY 12428
(845) 447-7800 • #findellenville.com

FIND YOUR FUTURE IN ELLENVILLE

YOU'LL FIND SHIATSU MASSAGE AND OTHER SPA SERVICES IN ELLENVILLE BUT THERE'S LOTS OF OTHER WAYS TO WORK OUT THE KINKS, TOO...

Need time off the grid? In Ellenville, you have options. Indulge in massage treatments, aromatherapy, and Reiki at Henry's Haven Resort & Spa. Take yoga or Tai Chi with views of the Shawangunk Mountains, and stroll the Suburban Gardens. Maybe you'd rather work it out on your bike. Uppermost Park is one of the best mountain biking trails in New York State. Or try the Lamp Path, Emily Carrage Trail, and the Shawangunk Loop.

RELAXATION, YOUR WAY. FIND IT IN ELLENVILLE, NEW YORK.

108 Canal St., Ellenville, NY 12428 (845) 447-7800 • SocialEllenville.com

1920 COHEN'S BAKERY

FIND YOUR FUTURE IN ELLENVILLE

IT'S ONE FUNDING OPPORTUNITY AWAY.

Surrounded by gorgeous scenery and a tight-knit community, Ellenville is a place to call home—for you and your business.

- Looking for assistance to start a new business or relocate or expand the one you have? Grant funds for infrastructure costs are available to new and growing businesses that are creating jobs within the Village of Ellenville and the Town of Wawarsing. Call 845-340-3556 for more information and an application to the Ellenville Million Economic Development Fund.
- Need better access to high speed internet? Ulster County wants to hear from business owners in Ellenville and Wawarsing, and throughout the County, who need increased broadband services. Please call the Office of Economic Development at 845-340-3556 to tell us about your needs and how we can help your business.

What does your future hold? Find out in Ellenville, New York.

Michael P. Han, County Executive
(845) 340-3556 • oed@co.ulster.ny.us

FIND YOUR PATH IN ELLENVILLE

Minnewaska State Preserve findellenville.com

Photo by Steve Aaron



EVENT PLANNING

- “Bikeville”
 - collaboration with Ellenville Public Library & Museum, Renegades Bike Club, restaurants, and TopShelf jewelry; event planning and promotion; medal and flyer design and production; event coordination and attendance
- “Paint the Town Blue”
 - collaboration with the Hunt Memorial Committee, Youth Commission, and band; event planning and promotion; signage and flyer design and production; event coordination and attendance



9:30 am	Registration: Ellenville Public Library & Museum, Canal Street Parking Lot
10:00 am	Educational & Safety Tips, courtesy of Renegades Mountain Biking Club
10:30 am	Enjoy a ride around town, including a portion of the n O&W rail trail
11:30 am	End at Hunt Memorial Building on Liberty Square <ul style="list-style-type: none"> • Receive a memento entitling you to discounts at local • Participate in a free drawing for some fun stuff!
12:00 pm	Enjoy lunch and shopping at our Bikeville partners below

ACE Hardware	10% discount off any regularly priced item
Aroma Thyme Bistro	1/2 off draft beers and wine for anyone 21 or older; 1 beverages for any age.
Cohen's Bakery	10% discount off bakery purchase
Mimmy's	10% discount off food product
Sook House Japanese Korean Restaurant	10% discount off food product
Tony & Nick's Pizzeria	10% discount off takeout or dine in



To Register, call the Ellenville Riders: bring water and a snack and don't forget! * All children under 14 MUST have a parent/guardian.

PAINT THE TOWN BLUE

Saturday, September 24, 2016
(Rain date: Sunday, September 25, 2016)

Show your support for Ellenville and help us transform the sidewalks of the downtown area into a colorful work of art!



Chalk competition, vote and enjoy live music from the reggrass Express.

10:00 a.m. - 1:30 p.m. Registration in front of the Hunt Memorial Building

1:30 p.m. - 2:00 p.m. Artists create their masterpieces on Liberty Square

2:30 p.m. - 3:00 p.m. Judging

3:00 p.m. - 5:00 p.m. Awards Ceremony

Live music by Hudson Valley Bluegrass Express

Information and competition rules visit: FindEllenville.com/paintthetownblue



SPONSORED BY:

108 CANAL ST. ELLENVILLE, NY 12428
(845) 447-7800 • FINDELLENVILLE.COM



MARKETING PROGRAM ROI:

WEB

Launched: August 10, 2016

Visitation:

Approximately 1,000 visitors/month. Visitation was highest during August and September. *Visitation has dropped with decrease of advertising placement in October, November and December.*

Visitation Drivers:

- Peaks in visitation correlate with print and digital advertising appearances, social media content, and boosted posts.
- Top pages visited are directly driven by blogs, social media posts, and digital ads.
- “Top Ten” pages are consistently popular.

Engagement:

Length of visit is increasing

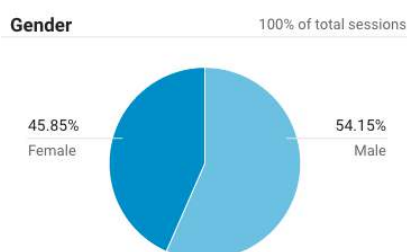
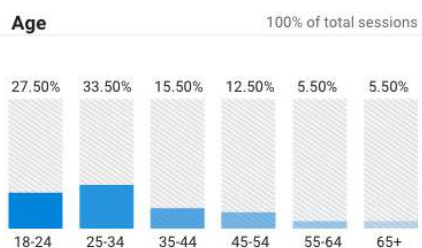
- August: 2.3 Avg Minutes On Site
- October: 3.4 Avg Minutes On Site
- December: 6.6 Avg Minutes On Site

New vs. Returning Traffic

- October: Returning – 16.4%; New – 83.6%
- November: Returning – 37.8%; New – 62.2%
- December 1 - 18: Returning – 35.6%; New – 64.4%

This means that in four short months, over a third of your traffic is Returning Traffic, meaning that they have come to like and rely on the FindEllenville site to find out what’s happening and what there is to do in Ellenville. Returning visitors also spend more time on the site. Roughly two thirds are New Traffic, which means that the promotional program is still driving a steady stream of new visitors to your web site.

Visitor Demographics:



Device Usage

desktop: 53.40%
mobile: 41.47%
tablet: 5.13%



Traffic Sources:

- 64% Direct Traffic (print advertising/public relations, repeat visitors)
- 5% Search Traffic (people are now searching for "Find Ellenville")
- 36% Referral Traffic (digital ads and social media)

Top Referrers (August - December):

- Facebook (63%)
- Chronogram (online Featured Events & Articles)
- Marbella Restaurant
- Instagram
- Record Online (online editorial as a result of public relations)
- Bikeovernights.org (digital advertising)
- Arts Mid-Hudson (Paint the Town Blue online event listing)
- Poughkeepsie Journal (online editorial as a result of public relations)
- The Community Guide (online event coverage as a result of public relations)

PUBLIC RELATIONS

One way to measure earned media is by calculating the value of the exposure gained compared to its equivalent exposure in paid advertising.

- The Find Ellenville Public Relations program, to date, has achieved over \$9,500 in earned value. In addition, there have been multiple mentions and appearances gained on sites, forums, event calendars, etc., that can not be calculated in this way.

Word-of-mouth "buzz" and Search results also indicate that the promotional efforts increased awareness and impacted web visitor searches.

COLLATERAL

The map and brochure has proved very popular across the county. After the initial print run that stocked information centers around the county, in town, and at Honor's Haven, an additional 10,000 were printed by request for distribution at Sam's Point Visitor's Center. Visitors are loving them and using them.

SOCIAL MEDIA

Goals:

- Grow followers
- Drive visitation to web site and actual foot traffic downtown
- Increase awareness and engagement

Measured by:

- Referral traffic to web site
- Reach (how many people received message)
- Exposure (how many people received message based on connection to original recipient)
- Amplification (how many people repeated and/or shared your message)
- Page and Post Likes
- Word-of-mouth and Search



Boosted Posts – Reach and Amplification

Visitor interaction on Boosted Posts (October, \$25/each):

Looking for a place where both your business and family life can thrive? (target: M/W, 35-55, Kingston +25mi, interested in food industry, entrepreneurship, technology)

- Post Engagements: 135, 70% Female, 30% Male
- Reach: 1,452
- Post Likes: 134

Business owners and entrepreneurs – find your future in Ellenville, NY (target: M/W, 35-55, Brooklyn +25mi, interested in food industry, entrepreneurship, technology)

- Post Engagements: 404, 37% Female, 61% Male
- Reach: 1,597
- Referral Traffic: 1 photo click, 10 link clicks
- Post Likes: 392

Stay more than a day when you visit Ellenville, NY (target: M/W, 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 150, 72% Female, 26% Male
- Reach: 5,677
- Referral Traffic: 72 link clicks
- Amplification: 46 post shares, 18 shares
- Page Likes: 14

Leaves are peeping, get in your fall adventures (target: M/W, 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 468, 54% Female, 44% Male
- Reach: 3,054
- Referral Traffic: 1 photo click, 16 link clicks
- Amplification: 2 comments, 4 shares
- Post Likes: 444
- Page Likes: 1

NY Times claims, “The Night Alive” is an extraordinary performance at the Shadowland Stages (target: M/W, 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 122, 50% Female, 50% Male
- Reach: 6,905
- Referral Traffic: 36 link clicks
- Amplification: 13 shares
- Post Likes: 60
- Page Likes: 11



Visitor interaction on Boosted Posts (November & December, \$20/each):

#CozyinEllenville with the family & try the Family Great Escape package at Jellystone Park Camping, visit Sam's Point Preserve and enjoy breakfast at Mimmy's! (target: M/W, 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 94, 67% Female, 33% Male
- Reach: 229
- Referral Traffic: 1 link click
- Post Likes: 53

A perfect gift to give that special someone can be a weekend they will never forget! Enjoy your weekend stay with the Couple Getaway package at Honor's Haven and receive 10% off your tickets at Shadowland Stages & 10% off your dinner at Sook House Korean Japanese Restaurant. (target: M/W, 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 61, 51% Female, 49% Male
- Reach: 2,444
- Referral Traffic: 20 link clicks
- Amplification: 10 shares
- Post Likes: 31
- Page Likes: 7

Looking for a place where both your business and family life can thrive? Find it in Ellenville, NY: a tight-knit community that's rich in history, flavored with diverse cuisine and immersed in natural beauty. With an award-winning hospital and top ranking schools right in town, Ellenville is the perfect place to start or grow your business! (target: M/W 30-60, Ellenville +50mi, interested in culture, arts & music, outdoor recreation)

- Post Engagements: 269; 53% Female, 46% Male
- Reach: 2,929
- Referral Traffic: 22 photo clicks
- Amplification: 2 comments, 8 shares
- Post Likes: 237
- Page Likes: 2

Summary on Boosted Posts:

For a minimal spend of **\$185**, we attained:

- a reach of **24,287 people**
- engagement with **1,703 people**
- 103 shared and repeated messages



Social Media, continued

Reach and Amplification Overall

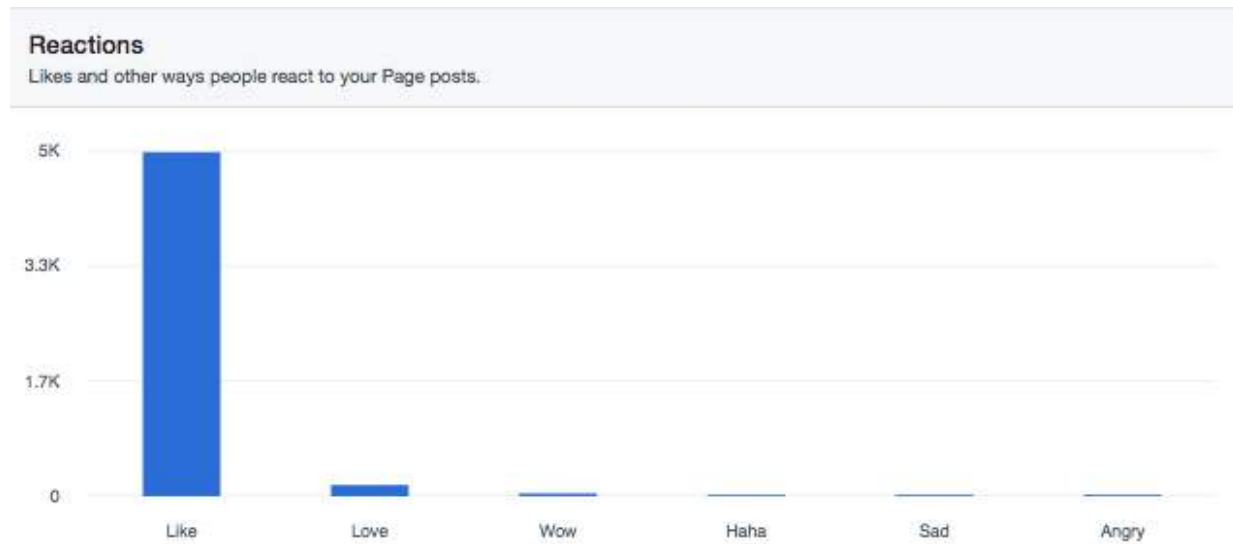
Followers:

Page Likes increased on average of 54% per month



Reactions:

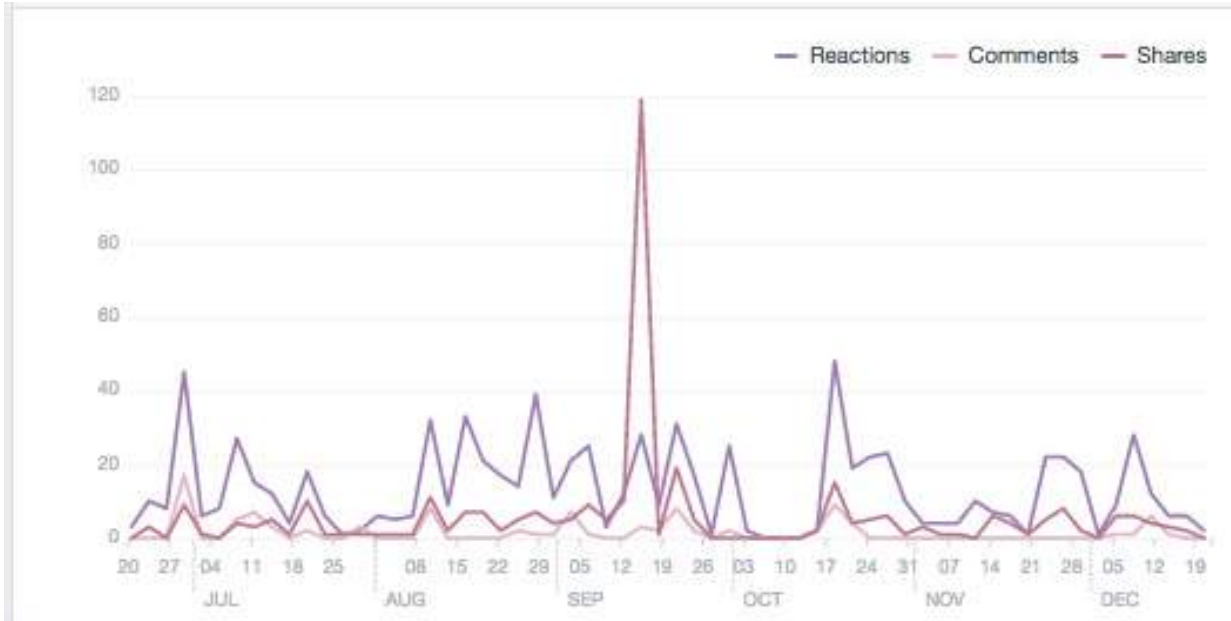
Over 5,000 Likes in just six months (Post likes and shares.)





Reactions, Comments & Shares:

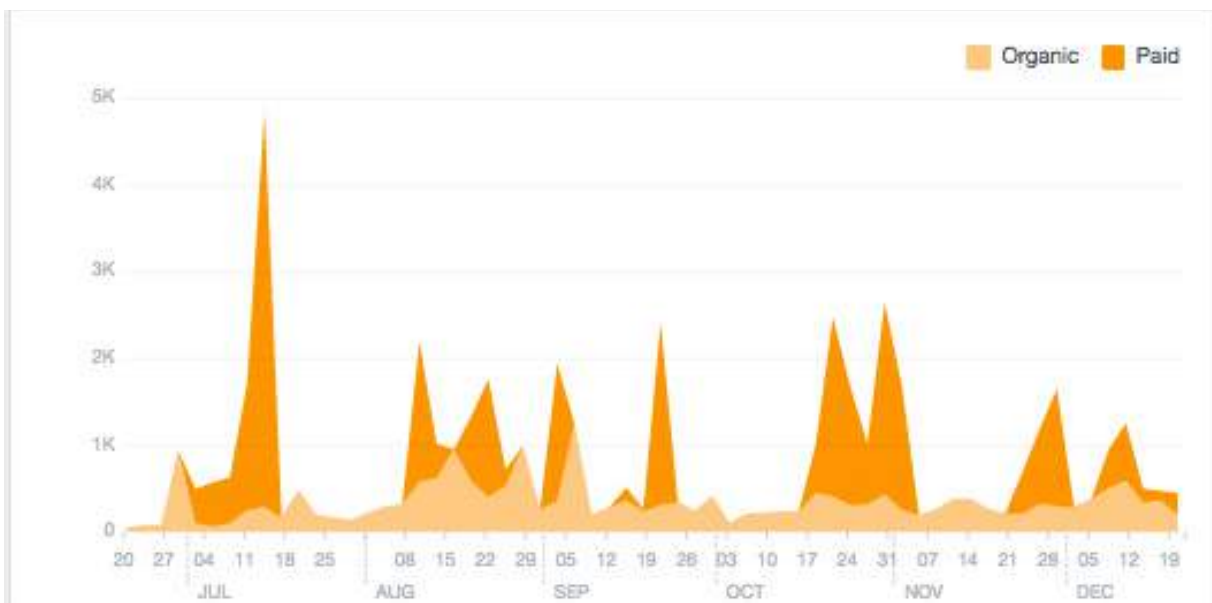
Peaks in activity coincide with ad and blog appearances, social posts, and boosted posts.



Post Reach – the number of people your posts were served to:

Organic post reach averaged 348 people per post over the six month period.
(For paid post reach, see pages 7 and 8)

People Reached in last 28 days





Geographic Reach

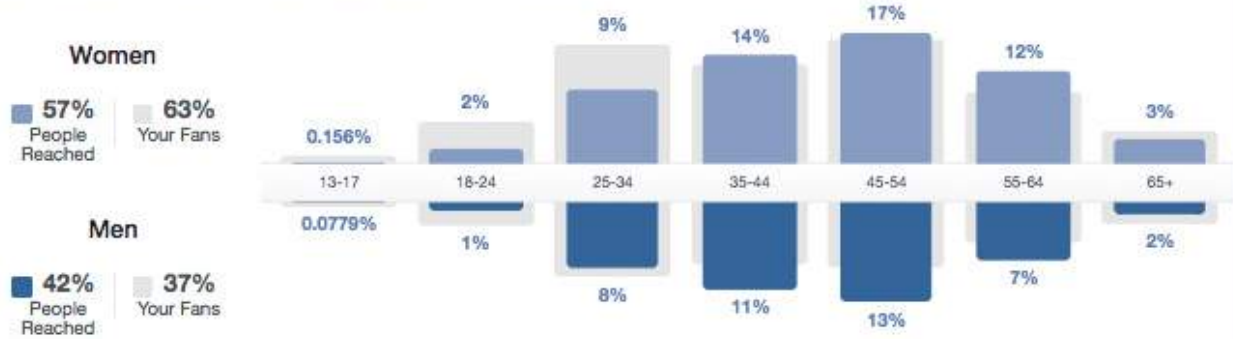
Your Facebook posts are reaching across the Hudson Valley. Top markets include Wawarsing, Poughkeepsie, Kingston, Newburgh, NYC, Wallkill, Middletown, Kerhonksen, Saugerties, Wappingers Falls, New Paltz, Accord, Highland, Warwick, Peekskill, and Goshen.

Women constitute 57% of people reached, but 63% of your fans.

Men account for 42% of people reached, but 37% of your fans.

See age breakdowns below.

The number of people your post was served to in the past 28 days.



Country	People Reach...	City	People Reach...	Language	People Reach...
United States of America	10,088	Wawarsing, NY	695	English (US)	9,580
United Kingdom	35	Poughkeepsie, NY	489	Spanish	391
Germany	15	Kingston, NY	448	English (UK)	128
India	13	Newburgh, NY	433	Spanish (Spain)	81
Canada	12	New York, NY	330	German	16
Peru	12	Wallkill, NY	252	Korean	6
Puerto Rico	11	Middletown, NY	222	Japanese	6
Mexico	7	Kerhonkson, NY	212	Arabic	5
Czech Republic	7	Saugerties, NY	202	Russian	4
Japan	6	Wappingers Falls, NY	183	Italian	4



Instagram

- Posted content 1-3 x a week since June.

Instagram Post Likes:

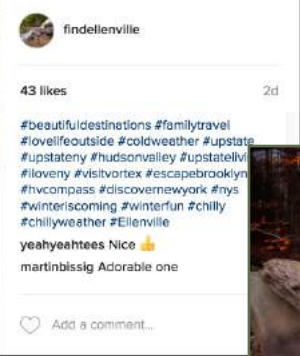
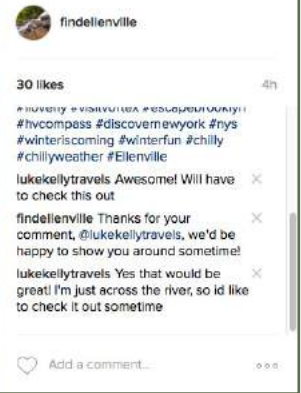
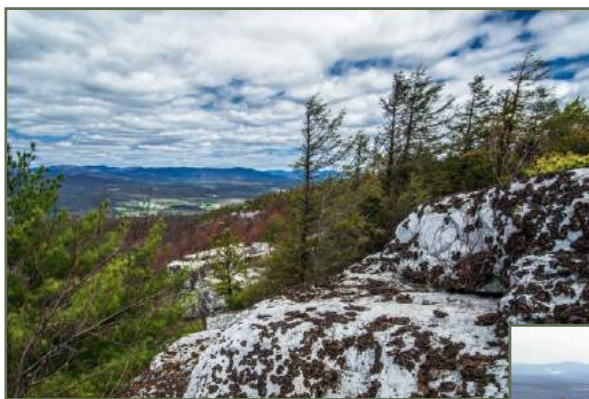
June 2016 – October 2016: Avg 5 – 10 likes

October 2016 – December 2016: Avg 20 – 50 likes; Avg 1-2 comments per post

- Follow local businesses, tag local businesses
- Follow prominent hikers, local adventurers.
- Add popular hashtags in comments to boost reach.

Instagram Comment Examples:

- Response from local influencers, including Luke Kelly, interested in visiting area.
- Response from world travelers.





Blogs

Search algorithms reward original content, such as blog posts. Find Ellenville blogs drove inbound links and visitors to your web site.

Some of the most popular blog posts were:

- The Top Ten Places to Take a Selfie in Ellenville
 - 164 visits
- Five Ways to Weekend in Ellenville
 - 24 visits
- We Found Marcus Guiliano, Who Founded Aroma Thyme
 - 16 visits
- The Top Ten Ways to Spend an Afternoon in Ellenville
 - 302 visits
- We Made Fall Famous
 - 26 visits
- We Found This Creamed Corn Recipe
 - 49 visits
- Blogs Landing Page
 - 28 visits
- Find the Perfect Gift at the French Corner
 - 17 visits
- Find Your Last-Minute Christmas Gifts in Ellenville
 - 10 visits

ADVERTISING

Goals:

- Drive visitation to web site and social media platforms

Measured by:

- Web traffic
- Reach (how many people received your message)
- Click-throughs
- Word-of-mouth and Search



Digital Ad Results

Media	Date Run	Impressions	Click-Thrus	Click Thru Rate	Emails Sent	Emails Opened	Open Rate
Adventure Cyclist	August	247,474	220	.09%			
American Hiker enews	Aug. Sept.		6 19	1% 4%		5,077 4,771	
Chronogram - enews	August 25		150	2.90%	5,070	1,400	27.6%
Chronogram - "Find Ellenville" online article	August	388 page views					
Chronogram - enews	Sept. 15		17	3.10%	5,050	1,600	31.6%
Chronogram - "Eat Ellenville" online article	Sept.	807 page views					
HV Today Enews	August Sept.		4,242 425	15.8% 16.45%	184,743 15,754	26,900 2,583	14.5% 16.40%

Click-Through Rates and Open Rates are well above industry norms and constitute a good return on the advertising investment.



“Find Ellenville” Marketing Program Community Testimonies:

“I noticed that we are receiving more inquiries about Minnewaska State Park and ski locations.”

Cindy Tejada, Guest Services Manager at Honor’s Haven Resort and Spa.

“I feel it is helpful to anyone connected to social networking... It has been helpful to my business and me. People have come into Mimmy’s and said they saw us on the Internet and found us.”

“I enjoy seeing all the photos of all the businesses and tourist destinations that our area offers and I believe that more people are aware of those destinations as a result of the marketing.” Kimberly Warren, Owner of Mimmy’s.

“I am positive that Find Ellenville is making a difference in our business district. Your company (BBG&G Advertising) has a personality of its own and it is definitely a snowball effect when it comes to generating marketing.”

Luis Diaz, Chef and Owner of Marbella Ristorante

“I have liked Find Ellenville on Facebook and do see the daily posts, which are great! One restaurant has mentioned the partnering of local businesses with discounts at each establishment that Find Ellenville has helped to promote.”

Jerry Maier, Ellenville/Wawarsing Chamber of Commerce.

“It seems as if there has been an increased interest in our community since your campaign began. Those who have dealt with your firm (BBG&G Advertising) directly, me included, have appreciated your approachability and quick responsiveness.”

Mark Craft, Ellenville/ Wawarsing Chamber of Commerce.

The Trail Map & Brochure is well liked and used by visitors to Sam’s Point.”

Hank Allicandri, Sam’s Point

“The Library is looking forward to partnering with BBG&G again for Bikeville 2017. We appreciate the support and promotion we have received from the marketing program, and the ability and willingness of BBG&G to get things done.”

Asha Gollither, Outreach Librarian, Ellenville Public Library & Museum

“Find Ellenville has been very beneficial to this community. The marketing program has provided exposure through multiple channels, helping local businesses gain awareness and store traffic. It is making a difference in this small town on various levels. Continuing the program will drive further positive momentum and economic impact, while abandoning it will only hamper the town’s revitalization and stall long term benefits. It would be in the best interest for the Ulster County Economic Development Alliance to continue the marketing program.”

Richard Remsnyder, Director of Tourism, Ulster County.



2017 MARKETING PLAN

Objectives

- Grow traffic and visitation
- Turn daytrippers into overnighters
- Entice business development

Audience Segments

- Bikers – both leisure, family, and serious mountain bikers/“adventure cyclists”
- Runners
- Hikers
- Hang Gliders
- Local/regional Foodies
- Motorcyclists
- Local/regional small businesses

Tactics

Web Site

- Continue to expand and enhance User Experience
- Add ongoing content to drive marketing outreach and SEO

Blog

- Continue to promote the people, events, and businesses of Ellenville, as well as provide interesting, fun, and useful content to attract viewers and enhance SEO

Packages & Itineraries

- Review and update packages and itineraries as needed for best efficacy

Digital

- Continue to leverage digital media appearances
- Include a retargeting campaign in digital program

Advertising

- Selected advertising to niche audiences
- Advertising to local audiences via vetted media
 - Chronogram, Shawangunk Journal
 - HV Today (Hudson Valley Magazine)

Placemaking and Wayfinding

- Finalize and produce Community/Trail Map Posters in central locations and Kiosks



Automated Marketing

When we built the web site during 2016, we embedded the required code to begin to track visitor interaction and engagement. For 2017, we recommend moving to the next phase and building dynamic lists of visitors based upon their behavior and interests. This will allow us to utilize Marketing Automation and programmatic digital programs to deliver tailored content to travelers – whether they are restaurant goers, hikers, bikers, or locals.

- Track, measure, and assess how visitors are referred to website, interact with it, what they are interested in, and how to best engage with them
- Assess consumer interaction to better understand cross-channel flow and consumer interaction between devices
- Build dynamic lists of customers based on their interests, with whom they intend to travel with, level of engagement, and web behavior
- Communicate with recipients based on the parameters above

Public Relations

Continue to promote and publicize the events, attractions, and recreational opportunities available in Ellenville/Wawarsing:

- Economic Development Opportunities & Grants
- Marketing Milestones
- Promote the trail projects being done, new signage and wayfinding
- Publicize events
- Promote packages and itineraries
- Hunt Memorial Building 100th Anniversary
 - Create a sense of year-long celebration
 - Promote Anniversary events
 - Help drive financial support for building upkeep and maintenance

Social Media

- Continue to build brand awareness and inspire travel within the Hudson Valley community and other segments, by showcasing Ellenville’s “finding” opportunities
- Drive website referrals to key pages on the new website including highlighted events, itineraries, and select landing pages
- Increase downloads of maps and itineraries
- Add content for add SEO and customer value benefit
- Increase followers, brand mentions, post likes, reach and comments
- Utilize the branded hashtag, #FindEllenville on Facebook, Twitter, and Instagram to aggregate content on Ellenville’s website. Also use #EllenvilleNY to generate more activity to the area.



Facebook

Strategy:

- Post a mix of relevant informative and inspirational content 2x a day, 7 days a week
- Share travel experience of past visitors who tag Ellenville in their posts or use the branded hashtags, after receiving permission
- Monitor page feed and actively engage with users and influencers on a weekly basis. This includes responding to direct messages, comments, and tagged posts, in addition to liking, commenting and sharing relevant content from news feed.
- Like the following pages: local attractions, travel publications, travel bloggers, and niche audience related accounts, and maintain as frequently as possible
- Employ Facebook ads and boosted posts to promote key attractions, packages, and economic development
- Measure the following analytics on a monthly basis: page likes and engagement

SEO Page Enhancements:

- Include keywords in page descriptions
- Utilize the call to action button to drive bookings
- Regularly add new photo albums from recent events and highlight top attractions
- Change cover photo seasonally to reflect seasonal attractions and upcoming events

Twitter

Strategy:

- Post a mix of relevant informative and inspirational content 2x a day, 7 days a week
- Share user generated content travel experience of past visitors who tag Ellenville in their posts or use the branded hashtag, after receiving permission
- Monitor page feed and actively engage with users and influencers on a weekly basis. This includes responding to direct messages, comments, and tagged posts, in addition to liking, commenting and re-tweeting relevant content from news feed.
- Follow and respond to conversations relating to the following keywords:
 - EllenvilleNY
 - Hiking in NY
 - Mountain Biking in NY
 - Bicycling in NY
 - Hang Gliding in NY
- Utilize 2-3 relevant hashtags per post to expand reach.
- Measure the following analytics on a monthly basis: followers and engagement.

SEO Page Enhancements:

- Include keywords in page descriptions
- Change profile and header photo seasonally to reflect seasonal attractions and key upcoming events.



Instagram

Strategy:

- Post high quality inspiring visual content 2x-3x a week
- Monitor page feed and actively engage with users and influencers on a weekly basis
- Follow local attractions, organizations and industry leaders
- Measure the following analytics on a monthly basis: followers and engagement
- Use a rich plethora of hashtags to engage users based on season or subject

Ex: "Food"- #FindEllenville #EllenvilleNY #Ellenville #upstate #upstateny #hudsonvalley #upstatetraveling #escapebrooklyn #discovernewyork #nys #food #instafood #yummy #instagood #nomnomnom #foodoftheday #foodofinstagram

Pinterest

Strategy:

- Share relevant high quality content, including photos, videos and articles
- Engage with users and influencers by liking, repinning and commenting on pins
- Monitor page feed and actively engage with users and influencers

YouTube

Strategy:

- Post videos, as budget allows and utilize keywords tags to expand video's reach.
- Add annotations at the end of each video with a unique call to action, such as: subscribe now, watch next video, download Finding Yourself in Ellenville brochure
- Continue to build playlist which curates content from outside sources that feature Ellenville's attractions and activities.

Meetup.com

- Maintain profiles for Find Ellenville and continue to engage with local groups, inviting them to explore the outdoors, history, and food in Ellenville.

Reddit

- Continue to post blog posts, upcoming events, and trail map in hiking, mountain biking, and Hudson Valley related forums.

Events

Build on 2016 events to offer people opportunities to enjoy and participate. We will provide event planning and coordination, promotion, and administrative support.

- June – Bikeville. Ellenville Library & Museum has already expressed interest to partner again for Bikeville 2017.
- Paint the Town Blue 2017
- Hunt Memorial Building 100th Anniversary activities and events



Business Empowerment

- Provide support and empowerment to Chamber Members and business community:
 - Distribute quarterly newsletters through the Chamber and Rondout Valley Business Association, providing social media tactics and the importance of keeping an up-to-date profile on Yelp, Trip Advisor, Kayak, etc.
 - Distribute "Find Ellenville" window stickers
 - Encourage businesses to have websites and adequate web presence so cyclists, diners, event-goers and runners on the trail can find them
 - Maintain close ties and collaboration with community business partners, promoting their businesses, events, and happenings via the event calendar, social media posts, and public relations.
 - Continue to tell the stories of successful businesses in Ellenville via blog posts and social media
 - Promote Ellenville to entrepreneurs via digital and print advertising, social media posts, and blogging



2017 BUDGET

Estimated Agency Services & Tasks

Social Media Strategy & Implementation, including Blogging

Strategy, content development, implementation and management
.....\$ 12,000

Web Site Maintenance & Ongoing Enhancement

Ongoing maintenance and reporting on web stats, lead generation, conversions, tracking metrics, etc.\$ 5,000

Public Relations

Press releases, pitches, and follow-up with key media.
.....\$ 10,000

Event Planning & Coordination

Event planning and coordination, promotion, and administrative support
.....\$ 7,500

Marketing Automation

Build and implement automated marketing program, setting up dynamic forms, workflows, segmented customer leads, and customized e-marketing.
.....\$ 6,000

Creative & Marketing Services

Creative development of advertising and marketing tools needed; updates of existing tools and advertising (print & digital); signage
.....\$ 5,000

Media Placement

(Print, digital, content sponsorship, etc.)\$ 13,000

Miscellaneous

(Photography, printing)\$ 4,000

Summary: \$62,500 - \$6,000 remaining 2016 budget = \$ 56,500

Proposed 2017 budget represents our recommendations for the most effective promotion of Ellenville/Wawarsing. If further budget reductions are needed, then Marketing Automation can be eliminated, and budgets for social media, public relations, and advertising adjusted down slightly.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and **LUMINARY PUBLISHING, INC.**, a domestic business corporation with principal offices at 314 Wall Street, Second Floor, Kingston, NY 12401 (the “**Firm**”), (each, a “Party,” together, the “Parties”).

RECITALS

WHEREAS, the UCEDA desires to successfully market Ulster County in four distinct ways: (1) By promoting the UCEDA brand and resources to new and existing businesses; (2) by promoting Ulster County as the future of filmmaking; (3) by highlighting opportunities in Ulster County’s Food and Beverage Cluster; and (4) by promoting the attraction of technology and manufacturing start-ups to Ulster County; and

WHEREAS, in order to reach these distinct audiences the UCEDA recognizes that it must engage in tightly focused micro-campaigns to encourage relocation and investment in Ulster County; and

WHEREAS, the Firm has an experienced editorial team that specializes in creating stories with strong knowledge of Ulster County and its attractions, and it is in the business of creating strategic approaches and helping companies manage their brands by providing various services such as brand positioning and logo development, website design, website development and social media; and

WHEREAS, in order to accomplish the UCEDA’s goals the Firm has proposed the creation of measurable, targeted and integrated marketing campaigns for the UCEDA which will showcase the quality of life in Ulster County as well as its easy access to the largest markets in the United States and its lower cost of living; and

WHEREAS, the UCEDA has agreed to engage the Firm, and the Firm has agreed to contract with the UCEDA, to provide said Services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the UCEDA and the Firm hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Firm agrees to perform the services identified in “Schedule A,” the “Scope of Services” (hereinafter, the “Services”), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the UCEDA will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, signed by the Parties hereto.

ARTICLE 2 - TERM OF AGREEMENT

The Firm agrees to perform the Services **beginning February 15, 2017 and ending December 31, 2017.**

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the UCEDA agrees to compensate the Firm in accordance with "Schedule B, FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT" which is attached hereto and is hereby made a part of this Agreement.

A **not-to-exceed contract of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS** has been established for the Services to be rendered by the Firm. Costs in excess of the above-noted amount may not be incurred without the prior written authorization of the UCEDA, evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the Firm that the UCEDA shall not be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the UCEDA is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

ARTICLE 4 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the UCEDA. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Firm's personnel engaged in the performance of the same.

ARTICLE 5 - ASSIGNMENT

The Firm shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement.

ARTICLE 6 – SUBCONTRACTING

The Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the UCEDA and the Firm, including but not limited to the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the UCEDA; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the UCEDA and the Firm, shall create any contractual relation in law or equity, between the subcontractor and the UCEDA; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 8 of this Agreement between the UCEDA and the Firm.

Upon signing this Agreement, the Firm shall provide the UCEDA with the names and scopes of work of any and all subcontractors to be used in the performance of the Firm's obligations pursuant to this Agreement. Furthermore, upon request by the UCEDA, the Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Firm agrees that it is fully responsible to the UCEDA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 7 - PERFORMANCE

In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the UCEDA shall be relying upon the accuracy, competence, and completeness of the Firm's performance in using the results achieved by the Firm's performance of these Services. The Firm shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

ARTICLE 8 - CONFIDENTIALITY

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Firm from or through the UCEDA or any other person connected with the UCEDA, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term "Firm" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm's offices. The UCEDA shall have the right, but not the obligation, to enter the Firm's offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The UCEDA's inspection, or its failure to inspect, shall not relieve the Firm of its responsibilities pursuant to this Article 8.

The Firm shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the UCEDA, without the prior written consent of the Board of Directors, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the UCEDA immediately upon its receipt of any request by anyone other than the UCEDA for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the UCEDA requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the UCEDA in obtaining a protective order or other appropriate remedy, unless and until the Board of Directors, upon consultation with UCEDA's counsel, in writing, waives compliance with the provisions of this Article 8, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the UCEDA waives compliance with this Article 8 or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the UCEDA's counsel, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

ARTICLE 9 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 8, including all copies thereof, is the exclusive property of the UCEDA regardless of whether or not it is delivered to the UCEDA. The Firm shall deliver Confidential Information and all copies thereof to the UCEDA upon request.
- B. To the extent that copies of Confidential Information are authorized by the UCEDA to be retained by the Firm, such information shall be retained in a secure location in the Firm's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the UCEDA's direction.

ARTICLE 10 – INTELLECTUAL PROPERTY

All "Intellectual Property," meaning all graphics, fonts, computer code (with the exception of open source code), photographs, brochures, videos, web pages, trademarks, databases, names and logos, or the copyright in any portion of the works issued by the UCEDA or developed or produced for the UCEDA shall at all times be proprietary to the UCEDA, and shall be the exclusive property of the UCEDA. Upon termination of this Agreement, the Firm's right or license to use the intellectual property shall terminate.

The Firm warrants it has full authority to sell, assign and transfer the rights to all graphics, fonts, computer code (with the exception of open source code), photographs, brochures, videos, web pages, trademarks, databases, names and logos, or the copyright in any portion of the works, developed or produced for the UCEDA free and clear of any material encumbrances, liens or claims.

The Firm agrees, at its own expense, to defend, indemnify and hold harmless the UCEDA from and against any losses, damages, expenses, liabilities and costs (including without limitation, legal fees) incurred by the UCEDA as a result of any claims brought against the UCEDA by third parties arising from any infringement or misappropriation of any Intellectual Property right arising out of or relating to the UCEDA's use of the Firm's Services.

ARTICLE 11 – PUBLICITY

The prior written approval of the UCEDA is required before the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Board of Directors which, unless otherwise agreed to in said written permission, will entitle the UCEDA to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

ARTICLE 12 - BOOKS AND RECORDS

The Firm agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 13 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The UCEDA, any New York State and/or Federal auditors, and any other persons duly authorized by the UCEDA, shall have full access and the right to examine any of said materials during said period.

ARTICLE 14 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the UCEDA. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the UCEDA, so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the UCEDA upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the UCEDA and/or other persons duly authorized by the UCEDA. Such audits may include examination and review of the source and application of all funds, whether from the UCEDA, private sources, or otherwise. The Firm shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 15 – NO DISCRIMINATION

As required by Article 16 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

ARTICLE 16 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in “Schedule C”, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the UCEDA. The UCEDA shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Firm and not those of the UCEDA. Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the UCEDA for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 16. The provision of insurance by the Firm shall not in any way limit the Firm’s liability under this Agreement.

At the time the Firm submits two (2) original executed copies of this Agreement, the Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the UCEDA, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the UCEDA (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the UCEDA, and (iii) the UCEDA shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Firm’s start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the UCEDA, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. Immediate notice shall be given to the UCEDA of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 17 - INDEMNIFICATION

The Firm agrees to defend, indemnify and hold harmless the UCEDA, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the UCEDA, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

UCEDA will defend at its expense, and indemnify the Firm with respect to any claims, actions, or proceedings arising out of representations, information, or materials supplied by UCEDA to the Firm, and approved by UCEDA for inclusion relative to the Services provided by the Firm, pursuant to this Agreement

ARTICLE 18 - RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the Firm’s responsibility to correct, in a timely fashion and at the Firm’s sole expense, any deficiencies in its Services resulting from the Firm’s failure to act in accordance with the standards set forth in Article 7 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the UCEDA may elect to have others perform such corrections, and the UCEDA may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the UCEDA for such deficiencies, nor shall they constitute a waiver of the UCEDA’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 19 – FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party’s exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm’s financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm’s sole and exclusive

remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the UCEDA and signed by the President of the UCEDA, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the President of the UCEDA promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the President of the UCEDA. In no event shall the UCEDA be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 20 - TERMINATION

The Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon termination, the Firm will turn over all files, lists, or other work product requested by the UCEDA, provided that all Services performed by the Firm have been invoiced and said invoices have been paid in full.

ARTICLE 21 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Board of Directors after consultation with the UCEDA's counsel, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 22 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

ARTICLE 23 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the UCEDA unless such waiver is explicitly given in writing by the President of the UCEDA. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the President of the UCEDA.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 23 - GENERAL RELEASE

Acceptance by the Firm or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the UCEDA from any and all claims of the Firm arising out of the performance of this Agreement.

ARTICLE 25 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the UCEDA, for or on account of any act or omission in connection with this Agreement.

ARTICLE 26 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 27 - SURVIVING OBLIGATIONS

The Firm's obligations, and those of the Firm's employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Performance), Article 8 (Confidentiality), Article 9 (Ownership of Confidential Information), Article 10 (Intellectual Property), Article 11 (Publicity), Article 13 (Retention of Records), Article 17 (Indemnification), and Article 18 (Responsibility to Correct Deficiencies), shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 28 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

Firm:
LUMINARY PUBLISHING, INC.:
Brian K. Mahoney, Editorial Director
314 Wall Street, 2nd Floor
Kingston, NY 12401

UCEDA:
ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.
Attn: President
244 Fair Street
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by the Parties at the addresses set forth herein, or such other addresses as may have been specified in writing by one Party to the other Party.

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 29 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the Scope of Services, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the President of the UCEDA, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 30 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

LUMINARY PUBLISHING, INC.

By: _____
NAME:
TITLE:
DATE: _____

By: _____
NAME:
TITLE:
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

The Firm shall provide the following Scope of Services under the this Agreement:

- A. **LONG TERM CAMPAIGNS:** Develop and deliver four (4) long term multimedia marketing and advertising campaigns for UCEDA which shall include the following: (1) Promoting the UCEDA brand and resources to new and existing businesses; (2) promoting Ulster County as the future of filmmaking; (3) Opportunities in Ulster County’s food and beverage cluster; and (4) attracting technology and manufacturing start-ups to Ulster County.
- B. **TEMPORARY SHORT TERM CAMPAIGN:** While the long term campaigns are being created, the Firm shall, in the interim, develop and deliver a temporary short term marketing and advertising campaign for UCEDA and deliver such short term campaign approximately six weeks from the date of this Agreement.
- C. **RESPONSIBILITIES OF THE FIRM:** The Firm shall provide the following Services for both long term and short term campaigns:
- 1) Provide project management, strategy, and art direction, including but not limited to overall project management and strategic management for deliverables; art direction to ensure that all graphic content supports the development of a cohesive and innovative brand; and general consultation on strategy, marketing techniques, and platforms.
 - 2) Submit drafts of all designed products and content to the UCEDA President for comment and make changes as directed. The Parties will strive to agree on a finished product after two rounds of review.
 - 3) Report monthly at each UCEDA meeting with detailed campaign progress for each marketing vehicle.

DELIVERABLES

DELIVERABLE #1 – TEMPORARY SHORT TERM CAMPAIGN The Firm shall deploy a temporary short-term campaign while the long-term multimedia campaigns are in development. This deliverable is expected to take approximately six (6) weeks and shall include the following:

- A. A Temporary Campaign Strategy with a PDF Roadmap summarizing activities and methods for the deployment of UCEDA’s temporary campaign. This temporary campaign will cover the time period leading up to the Firm’s creation of the four Long-Term Campaigns as set forth below in deliverable #2
- B. A Temporary Paid Social Media including development and launch of a temporary Facebook campaign, creating display advertising creative, keyword development, and demographic/geographic targeting. Focus will be on driving inquiries into Ulster County’s Economic Development Office.
- C. A Temporary Landing Page in coordination with NextStep. The Firm will create one Temporary Landing Page to drive inquiries into UCEDA’s Office. The Temporary

Landing Page will include copy approved by UCEDA, lead generation forms, and calls-to-actions.

D. A Temporary Media Buy Campaign including media buys and design of all associated collateral, to be approved by UCEDA.

E. A Temporary Social Media Campaign including management of social media platforms and campaigns, with 3 weekly posts on Facebook and 1-2 weekly posts on Instagram in support of long-term content campaigns. . This temporary digital advertising campaign on Facebook will drive inquiries in Ulster County's Economic Development Office. Upon approval from UCEDA, posts will also cover general economic development topics, news, or trends in Ulster County. UCEDA to approve all posts created by the Firm.

F. Temporary Campaign Reporting - At the conclusion of the temporary campaign, the Firm will provide one update to UCEDA of performance analytics, media buys, strategy updates, and other evaluation metrics.

DELIVERABLE # 2 – LONG-TERM CAMPAIGNS The Firm shall develop and deploy four long-term multimedia campaigns to promote and support economic development in Ulster County. For each campaign, the Firm will utilize a marketing strategy that focuses on multiple forms of media to reach an identified audience, which may include TV, radio, video, print, web, social media, and strategic partnerships with media and influential partners. These four long-term campaigns are as follows:

- (1) **Campaign #1**-Promoting the UCEDA brand and resources to new and existing businesses: This shall account for twenty percent (20%) of resources and media spend;
- (2) **Campaign #2**-Ulster County as The Future of Filmmaking: This shall account for fifty percent (50%) of resources and media spend;
- (3) **Campaign #3**-Opportunities in Ulster County's Food and Beverage Cluster: This shall account for fifteen percent (15%) of resources and media spend; and
- (4) **Campaign #4**-Attracting Technology and Manufacturing Start-ups to Ulster County: This shall account for fifteen percent (15%) of resources and media spend.

This Deliverable #2 is expected to take eight (8) weeks and shall include:

- A. Website services including a redesign the existing UlsterforBusiness micro website to modernize the design and to orient content around the four long-term campaigns. It will also add a blog feature. The Firm will create all content and features associated with this redesign. All updates will be approved by UCEDA prior to implementation. The Firm will coordinate with Ulster County's vendor, NextStep, to implement all changes.
- B. Development of multimedia content including photography and videography if needed. The Firm will assess the UCEDA's current creative collateral and leverage existing collateral and stock photography. The Firm will take photos, as allowed by budget, for the long-term campaigns.
- C. Creation of three videos, each approximately two (2) minutes long, plus three videos approximately thirty (30) second long, focusing on Ulster County's film industry or topics

that are agreed to in advance by UCEDA.

- D. In coordination with NextStep, creation of four landing pages in support of four long-term campaigns. Landing page will include copy approved by the UCEDA, lead generation forms, and calls-to-actions.
- E. Design of a digital marketing campaign including highly targeted Google, Facebook, and Instagram campaigns to grow audience, interest, engagement, and web traffic. Design of a Google Adwords PPC, Facebook, and Instagram campaign, creating display advertising creative, keyword development, and demographic/geographic targeting.
- F. Development of monthly content stories, such as a blog post or press release, in support of the four long-term content campaigns. During the Deliverable #2 phase, the Firm will create half of all content to be published throughout the year. The remainder of the content will be developed during the remainder of the contract term.
- G. Creation of a tri-fold brochure promoting Ulster County's economic development services, including content creation and design (no printing costs included).
- H. Creation of a media buy strategy for UCEDA in Firm-owned publications and other media outlets. The Firm will design all ads in coordination with UCEDA and will submit all proposed advertisements to UCEDA for approval with estimates of the total media costs and production costs, if any.
- I. Management of the media plan with placements in Firm-owned properties and other media outlets that are relevant for the four long-term campaigns.

DELIVERABLE # 3 EXECUTION OF THE LONG-TERM CAMPAIGNS: As part of the deliverables for the Long-Term Campaigns, the Firm shall perform the following Services:

- A. Management of social media platforms and campaigns, with three (3) weekly posts on Facebook and one or two weekly posts on Instagram in support of long-term content campaigns. Upon approval from UCEDA, posts will also cover general economic development topics, news, or trends in Ulster County.
- B. Management of the media buy budget for UCEDA in Firm-owned publications and other media outlets. As necessary, the Firm will design additional ads in coordination with UCEDA.
- C. Management and maintenance of a Google Adwords PPC, Facebook, and Instagram campaign in support of the four long-term campaigns. This will include ongoing evaluation and developing new keyword and/or advertising creative per evaluation metrics.
- D. Publishing four monthly content stories, such as a blog post or press release, to tell the story of the UCEDA and the resources it provides to new and existing businesses. The Firm will pull from content created during the Deliverable #2 phase and create new content based on news and trends.
- E. The Firm will also create the remainder of the content needed for the campaign.

- F. The Firm will reserve a portion of the budget for ad hoc deliverables to be determined in coordination with UCEDA throughout the year.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Firm's fee for Services to be provided pursuant to this Agreement shall not exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS.**
2. The Firm shall invoice the UCEDA monthly, submit a monthly accounting and shall provide receipts for all expenses incurred. The UCEDA shall not be responsible for Services not completed by the Firm.
3. The Firm shall submit its final invoice under this Agreement no later than thirty (30) days after the end date contained in Article 2 of this Agreement.
4. The Firm's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the UCEDA, to verify the claim.
5. The UCEDA will remit payment to the Firm within thirty (30) days of approval of the invoice by the Board of Directors.
6. The Firm agrees to meet any additional invoicing requirements that the UCEDA may from time to time require, with reasonable notice to the Firm.

Deliverable #1 - Temporary Strategy/Deliverable (February 23, 2017 – May 31, 2017)	Cost
Temporary Campaign Strategy	\$1,200
Temporary Landing Page Creation	\$1,200
Social Media	\$1,440
Media Buy (Explore the Hudson Valley, Chronogram)	\$1,020
Digital Advertising on Facebook	\$1,400
Deliverable #1 subtotal	\$6,260
Deliverable #2 - Strategy/Startup Strategy/Deliverable (April 1, 2017 - July 14, 2017)	

UlsterforBusiness Microsite Redesign	\$5,500
Video Production	\$10,000
Photography	\$8,000
Content Development (½, 16 stories total)	\$8,000
Tri-fold brochure	\$1,800
Digital Media Campaign Research and Launch	\$3,000
Media Strategy and Campaign Creative	\$4,000
Landing Page Creation	\$3,300
Deliverable #2 subtotal	\$43,600
Deliverable #3 - Long Term Execution Strategy/Deliverable (each service provided on a monthly basis) (June 1, 2017 – December 31, 2017)	
Ongoing Content Development	\$8,000
Social Media	\$5,760
Digital Media Campaign Maintenance	\$4,000
Digital Media Campaign Spend	\$16,000
Traditional Media Placements in Firm-owned publications	\$8,608
Traditional Media Placements in Other Outlets	\$4,000
Ad Hoc Budget	\$3,772
Deliverable #3 subtotal	\$50,140
TOTAL	\$100,000

SCHEDULE C
UCEDA STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the UCEDA Board of Directors, strict adherence to this Schedule is required. Any deviation without prior authorization from the UCEDA Board of Directors will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the UCEDA.

CERTIFICATES OF INSURANCE

The Firm shall file with the UCEDA's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the Ulster County Economic Development Alliance, Inc., 244 Fair Street, Kingston, New York 12401.

If the Firm's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the UCEDA shall be provided with a new certificate indicating the replacement policy information as requested above. The UCEDA requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the UCEDA.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued

- by the Self-Insurance administrator of the group **or**
 • Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the UCEDA from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the UCEDA, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “Ulster County Economic Development Alliance, Inc., 244 Fair St., Kingston, New York, 12401”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Firm in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and shall include endorsements for copyright infringement and intellectual property rights coverage.**

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
67 MAIDEN LANE
KINGSTON, NEW YORK 12401
-
TELEPHONE (845) 338-7622
FAX (845) 338-7660

DESIGN
REPORTS
SUPERVISION
CONSULTING SERVICES

SUBDIVISIONS
TITLE SURVEYS
TOPOGRAPHIC SURVEYS

February 13, 2017

UCED0582

Ulster County Economic Development Alliance, Inc.
Attention: Chairman of the Board of Directors
PO Box 1800
244 Fair Street
Kingston, New York 12402-1800

Re: UCEDA – Ellenville Million, Shared Infrastructure
Town of Wawarsing, New York
Invoice No. 1 (FINAL)

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED:

All work through January 25, 2017


- Preparation of shared infrastructure study between the Village of Ellenville and the Town of Wawarsing, in accordance with the agreement dated July 2016.

Lump Sum Contract Agreement ----- \$ 15,000.00

TOTAL AMOUNT DUE THIS INVOICE ----- \$ 15,000.00

Respectfully submitted,

BRINNIER AND LARIOS, P.C.


Dennis M. Larios, P.E.



443 Electronics Parkway
 Liverpool, NY 13088
 315-457-5200

Ulster County Economic Development Alliance, Inc.
 244 Fair Street
 Kingston, NY 12401

February 14, 2017
 Project No: 1919.001.001
 Invoice No: 88264

Project 1919.001.001 Ellenville Water/Sewer Feasibility Study
Professional Services thru January 28, 2017

Phase	01	Water System Study	
Fee			
Total Fee	7,500.00		
Percent Complete	100.00	Total Earned	7,500.00
		Previous Fee Billing	3,750.00
		Current Fee Billing	3,750.00
		Total Fee	3,750.00
		Total this Phase	\$3,750.00

Phase	02	Sanitary Sewer Study	
Fee			
Total Fee	7,500.00		
Percent Complete	100.00	Total Earned	7,500.00
		Previous Fee Billing	3,750.00
		Current Fee Billing	3,750.00
		Total Fee	3,750.00
		Total this Phase	\$3,750.00

Billing Limits	Current	Prior	To-Date
Total Billings	7,500.00	7,500.00	15,000.00
Limit			15,000.00
		Total Amount Due	<u>\$7,500.00</u>

Outstanding Invoices

Number	Date	Balance
86705	11/15/2016	7,500.00
Total		7,500.00



443 Electronics Parkway
 Liverpool, NY 13088
 315-457-5200

Ulster County Economic Development Alliance, Inc.
 244 Fair Street
 Kingston, NY 12401

November 15, 2016
 Project No: 1919.001.001
 Invoice No: 86705

Project 1919.001.001 Ellenville Water/Sewer Feasibility Study

Professional Services thru October 22, 2016

Phase 01 Water System Study

Fee			
Total Fee	7,500.00		
Percent Complete	50.00	Total Earned	3,750.00
		Previous Fee Billing	0.00
		Current Fee Billing	3,750.00
		Total Fee	3,750.00
		Total this Phase	\$3,750.00

Phase 02 Sanitary Sewer Study

Fee			
Total Fee	7,500.00		
Percent Complete	50.00	Total Earned	3,750.00
		Previous Fee Billing	0.00
		Current Fee Billing	3,750.00
		Total Fee	3,750.00
		Total this Phase	\$3,750.00

Billing Limits	Current	Prior	To-Date
Total Billings	7,500.00	0.00	7,500.00
Limit			15,000.00
Remaining			7,500.00
		Total Amount Due	\$7,500.00



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**County**”), and **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a domestic not-for-profit corporation with principal offices at 244 Fair Street, Kingston, New York 12401 (“**UCEDA**”) (the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

RECITALS

WHEREAS, the County’s Planning Department desires to enter into an agreement for certain economic development services which shall include but not be limited to marketing; education; the provision of resources to businesses, nonprofits and municipalities; and program management services; and

WHEREAS, the County has agreed to engage UCEDA, and UCEDA has agreed to contract with the County, to provide marketing; education; the provision of resources to businesses, nonprofits and municipalities; and program management, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the County and the Firm hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Firm agrees to perform the services identified in Schedule A, the Scope of Services (the “**Services**”), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the County will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment, or Addendum to this Agreement, which shall be executed by the Ulster County Executive (the “**Executive**”) or the Ulster County Director of Purchasing (the “**Purchasing Director**”), after consultation with the head of the County Department responsible for the oversight of this Agreement (the “**Department Head**”), and upon review by the County Attorney’s Office.

ARTICLE 2 - TERM OF AGREEMENT

UCEDA agrees to perform the Services **beginning January 1, 2017, and ending December 31, 2017.**

If, owing to the actions or neglect of the County, the Firm is prevented from completing the Services within the Term of this Agreement, then the Firm’s sole and exclusive remedy will be to request that a Change Order, Amendment, or an Addendum to this Agreement be issued by the Executive or the Purchasing Director, permitting an extension of time to perform the Services, equal to the time lost due to such delay. Such request must be based upon written notice only, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Firm, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified by a mutually agreed upon written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Firm in accordance with Schedule B, “**Fees, Expenses, and Submissions for Payment,**” which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Firm shall submit invoices to the County for the Services rendered. Each invoice

must be prepared in such form and supported by such documentation as the County may reasonably require. The County will remit payment to the Firm within sixty (60) days of approval of the invoice by the Department Head and County Comptroller. The County will notify the Firm in writing of its reasons, if any, for objecting to all or any portion of the Firm's invoice and/or supporting documentation.

A **fixed fee** amount of **ONE HUNDRED SEVENTY THOUSAND AND 00/100 (\$170,000.00) DOLLARS** has been established for the Services to be rendered by UCEDA. Costs in excess of the above amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment, or Addendum to this Agreement. It is specifically agreed to by the Firm that the County will not be responsible for any additional costs, or costs in excess of the above cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of any services giving rise to such excess or additional costs.

In the event that the Firm receives payments, from any source whatsoever, in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent amount, provided, however, that nothing contained herein will require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which Firm will, in whole or in part, be compensated with New York State funds, Firm agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County will have no liability under this Agreement to the Firm or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement at the end of any fiscal year if funds are not appropriated and available for this Agreement for the following fiscal year.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Firm represents and warrants that no person or selling agent has been employed or retained by the Firm to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Firm further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Firm makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Firm represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, have any interest, nor will they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Firm further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest will be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics and Disclosure Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE FIRM

The Firm represents that it is fully licensed (to the extent required by law), experienced, and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized, and financed to perform such Services.

The Firm understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of its performance of these Services. The Firm is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Firm shall be responsible for such penalties resulting from false information submitted to the County by the Firm.

By signing this Agreement, Firm is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If Firm or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Firm agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Firm's status in this regard, or any failure by Firm to immediately notify the County Attorney of any change in such status will result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

ARTICLE 8 – CORPORATE COMPLIANCE

The Firm agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Firm agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon Firm's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Firm represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Firm shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

Firm understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/compliance.pdf. The Firm represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is (877) 569-8777.

ARTICLE 9 - FAIR PRACTICES

The Firm, and each person signing on behalf of the Firm, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the Firm without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the Firm have not been knowingly disclosed by the Firm prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or will be made by the Firm to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Firm (i) published price lists, rates, or tariffs covering the Services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

ARTICLE 10 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent Firm, and must not act as agent for or on behalf of the County, nor will the Firm represent the County, or bind the County in any manner. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services, and shall have complete charge and responsibility for the Firm's personnel engaged in the performance of the same.

In accordance with such status as independent Firm, the Firm covenants and agrees that neither it, nor its employees or agents, will proclaim themselves to be officers or employees of the County, or of any department, agency, or unit thereof, by reason hereof, and that the Firm's employees or agents will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

ARTICLE 11 - ASSIGNMENT

The Firm must not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent will be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director will be subject to all of the terms and conditions of this Agreement.

Failure of the Firm to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further liability and obligation to the Firm, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Firm's employees for past Services.

The provisions of this clause must not hinder, prevent, or affect any assignment by the Firm for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County and the Firm, including, but not limited to, the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement will impair the rights of the County; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the County and the Firm, will create any contractual relation in law or equity, between the subcontractor and the County; and
- D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 14 of this Agreement between the County and the Firm.

Upon signing this Agreement, Firm shall provide the Department Head with the names and scope of work of any and all subcontractors to be used in the performance of Firm’s obligations pursuant to this Agreement. Furthermore, upon the County’s request, Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Firm agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm will not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 13 - PERFORMANCE

The Firm shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Firm’s performance in using the results achieved by Firm’s performance of these Services. The Firm shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a “Business Associate Agreement” (a “BAA”) between the County and the Firm [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Firm agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless Firm has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term “Confidential Information” as used herein, means all material and information, whether written or oral, received by the Firm from or through the County or any other person connected with the County, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information will include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term “Firm” as used herein includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm’s offices. The County will have the right, but not the obligation, to enter the Firm’s offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The County’s inspection, or its failure to inspect, will not relieve the Firm of its responsibilities pursuant to this Article 14.

The Firm shall hold Confidential Information in trust and confidence, and must not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the Executive or the Purchasing Director, and must not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant, or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the County, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the Services in connection with this Agreement, Firm shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 14. Further, at any time, if requested by the County, Firm shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Firm and/or any of its subcontractors.

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Firm shall deliver Confidential Information and all copies thereof to the County upon request.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Firm, such information shall be retained in a secure location in the Firm's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County's direction.

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – PUBLICITY

The prior written approval of the County is required before the Firm or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such publication.

ARTICLE 18 – BOOKS AND RECORDS

The Firm agrees to maintain separate and accurate books, records, documents, and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 19 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will have full access and the right to examine any of said materials during said period.

ARTICLE 20 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Firm will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 21 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm must not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, Firm shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement will be performed within the State of New York, the Firm agrees that neither it, nor its subcontractors, will, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the Firm agrees that neither it, nor its subcontractors, will by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. The Firm is subject to (i) a fine of Fifty and 00/100 (\$50.00) Dollars per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 22 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in Schedule C, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers must be of recognized financial standing, satisfactory to the County. The County must be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Firm and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described in

Schedule C and this Article 22. The provision of insurance by the Firm will not in any way limit the Firm's liability under this Agreement.

At the time Firm submits two (2) original executed copies of this Agreement, Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance must contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it must not be cancelled or materially amended without thirty (30) days prior written notice to the County, except in the case of cancellation for non-payment of premium which requires fifteen (15) days prior written notice, directed to the County's Insurance Department and the Department Head, and (iii) the County will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:

- A. Policy retroactive dates coincide with or precede the Firm's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. The Firm must give immediate notice to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 23 - INDEMNIFICATION

The Firm agrees to defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of the Firm or an employee, representative, subcontractor, assignee, or agent of the Firm, either within or without the scope of the respective employment, representation, subcontract, assignment, or agency, or arising out of the Firm's negligence, fault, act, or omission, then the County will have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES

The Firm shall be responsible to correct, in a timely fashion and at the Firm's sole expense, any deficiencies in its Services resulting from the Firm's failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred-twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will they constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES

The Firm represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Firm has or may have with the County, without the express permission of the Executive or the Purchasing Director.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

The Firm assumes the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Firm, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Firm as an expert, consultant, specialist, or subcontractor hereunder, will be the responsibility of the Firm.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Firm agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 26.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 27 – FORCE MAJEURE

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm's financial inability to perform will not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm's sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 28 - TERMINATION

The County may, by written notice to the Firm, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Firm to comply with any of the terms or conditions of this Agreement, or (iii) upon the Firm becoming insolvent or bankrupt.

Upon termination of this Agreement, the Firm shall comply with any and all County closeout procedures, including but not limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Firm pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Firm through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the County, the Firm will be paid for all Services rendered through the date of termination in accordance with Schedule B.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 28, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Firm shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for reasons other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Firm and/or set off against any sums due to the Firm.

Notwithstanding any other provisions of this Agreement, the Firm will not be relieved of liability to the County for damages sustained by the County by virtue of the Firm's breach of this Agreement, or failure to perform in accordance with applicable standards. The County may withhold payments due to the Firm for the purposes of set-off until such time as the exact amount of damages due to the County from the Firm is determined.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 29 - SET-OFF RIGHTS

The County will have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Firm (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 30 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 31 - GOVERNING LAW

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

ARTICLE 32 – PREVAILING WAGE

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Firm agrees that all laborers, workers, or mechanics employed by the Firm and/or its subcontractors in contemplation of the performance of this Agreement will be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the New York State Commissioner of Labor.

ARTICLE 33 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County

unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 34 - GENERAL RELEASE

Acceptance by the Firm or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, will constitute and operate as a general release to the County from any and all claims of the Firm arising out of the performance of this Agreement.

ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

ARTICLE 36 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 37- SURVIVING OBLIGATIONS

The Firm's obligations and those of the Firm's employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Firm), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 38 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

UCEDA:
Ulster County Economic Development Alliance, Inc.
Attn: President
244 Fair Street, 6th Floor
Kingston, New York 12401

County:
County Of Ulster
Attn: Director of Purchasing
244 Fair Street
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Department of Planning and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:
County of Ulster

Physical Address:
County of Ulster

Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Attention: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 39 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement, and no payment will be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement. The aforesaid Addendum, Amendment, or Change Order must specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

ARTICLE 40 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY PLANNING DEPARTMENT
(Approved as to content)

By: _____
NAME: Dennis Doyle
TITLE: Director
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Marc Rider
TITLE: Director of Purchasing
DATE: _____

ULSTER COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
NAME: Julie Lonstein
TITLE: Chair
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

UCEDA shall provide marketing; education, support services and program administration as further outlined below.

- A. Marketing – UCEDA shall develop and execute a comprehensive yearly marketing plan for Ulster County in an effort to promote Ulster County and attract new businesses.
 1. UCEDA shall:
 - a. Conducting strategic research that complements the County’s efforts to attract new businesses;
 - b. Analyze all media options, select and execute those most suitable for the County’s use; and
 - c. Create content and post it on the County website, on Facebook and through other appropriate social media outlets as needed.
- B. Education – UCEDA shall develop and provide economic development-related educational programming for businesses, municipalities and nonprofits located in Ulster County.
 1. UCEDA shall:
 - a. Conduct presentations that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County’s businesses;
 - b. Host conferences that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County’s businesses;
 - c. Host webinars that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County’s businesses; and
 - d. Host and attend meetings that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County’s businesses.
- C. Support Services – UCEDA shall provide municipalities, nonprofits and businesses located in Ulster County with access to needed resources and support services related to marketing and education.
- D. Program Administration – UCEDA shall provide administrative support of County programs including, but not limited to the Revolving Loan Fund, Shovel Ready and Ready-to-Go programs.
- E. UCEDA shall provide the Legislature’s Economic Development Committee with reports of activity and expenditure quarterly or at the Committee meeting following the meeting of the Board of Directors of UCEDA.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. UCEDA's fee for services shall not exceed the amount of **ONE HUNDRED SEVENTY THOUSAND AND 00/100 (\$170,000.00) DOLLARS** for the Term of this Agreement.
2. UCEDA shall invoice the County's Planning Department on a quarterly basis for Services performed at a rate of **FORTY-TWO THOUSAND, FIVE HUNDRED AND 00/100 (\$42,500.00) DOLLARS** per quarter.
3. UCEDA shall submit to the County original invoices for payment.
4. UCEDA shall submit its invoices by the tenth (10th) day of each quarter, for the Services performed during the previous quarter.
5. UCEDA's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. UCEDA's final invoice under this Agreement shall be submitted by the tenth (10th) day of the month following the ending date contained in Article 2.
8. The County will remit payment to UCEDA within sixty (60) days of approval of the invoice by the Director of the County's Planning Department and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, Firm's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
10. UCEDA agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice from the County to UCEDA.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the County.

CERTIFICATES OF INSURANCE

The Firm shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Firm's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions

for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

[] If this box is checked, Professional Liability Insurance shall be provided by the Firm in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

CYBER LIABILITY INSURANCE:

- If this box is checked, Cyber Liability Insurance shall be provided by the Firm in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS** general aggregate.