



**Tourism and Occupancy Tax Coordination Committee
Warren County Tourism Department
AGENDA
March 22, 2021**

Committee Members: GERAGHTY, Merlino, Braymer, Wild, Hogan, Beaty, Strough

- I. Committee meeting called to order by Chairman Geraghty
- II. Motion to approve minutes of February 22, 2021 Tourism and Occupancy Tax Coordination Committee Meeting.
- III. Action Agenda/New Business Items:
 - a. **Resolution request:** Request to authorize an agreement with Lake Placid Advertiser's Workshop, Inc. to host, support and update the website VisitLakeGeorge.com for up to four months, in an amount not to exceed \$19,999, commencing May 1, 2021.

Rationale: Our agreement with Workshop to host and maintain our website will expire April 30, 2021. This a short-term agreement with Workshop will keep our website up-to-date until a new vendor is in place.

After releasing a Request for Proposals for our Tourism website, the majority of responses did not include the required forms or answer addendum questions. The remaining three proposals either did not have tourism website experience or, it appears, did not understand the breadth of our website requirements. We have reason to believe that by making some changes to the RFP specifications (for example, allowing the content management system to be either Drupal or WordPress) we will receive more responsive proposals, potentially at a more competitive price. We would, therefore, like to rebid the website RFP, and in the interim, maintain the services of Workshop, to provide hosting services.

- b. **Resolution request:** Request to amend the contract to continue the contractual relationship with the Adirondack Regional Tourism Council, Inc. for regional marketing services.

Rationale: An agreement with Adirondack Regional Tourism Council (ARTC) to provide marketing services at an amount up to \$10,000 was approved at the March 19, 2021 Board Meeting. The County Attorney recommends that payment to ROVE Marketing for mobile data tracking services, which is facilitated through the ARTC, should be paid through this contract. Therefore, this contract needs to be amended to pay for this service

- IV. Discussion Items:
 - a. Report on revenues by Treasurer, Mike Swan
 - b. Winterfest Recap
 - c. Occupancy Tax Spending Plan

V. Referrals/Pending Items: Mr. Wild requested Mr. Swan report on other Counties occupancy tax collections over the past year, such as Tompkins County and Finger Lakes County at the meeting next month for a comparison. (02.22.21)

VI. Privilege of the floor and public comment
(Please allow for 15-second delay on live stream meetings).

VII. Motion to adjourn

Attachments:

- a. Resolution Request Form No. 3 to authorize an agreement with Lake Placid Advertiser's Workshop, Inc.
- b. Resolution Request Form No. 20 to amend the contract to continue the contractual relationship with the Adirondack Regional Tourism Council, Inc. for regional marketing services.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: 3/22/21

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **to host visitlakegeorge.com and to support and update the website**
- (c) Name of Contractor: **Lake Placid Advertisers Workshop, Inc.**
- (d) Address of Contractor: **44 Hadjis Way Lake Placid, NY 12946**
- (e) Contractor's Contact Person and Telephone Number:
Timothy Kelleher 518-523-3359
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **5/1/21**
- (h) Termination Date of Contract: **8/31/21**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **19,999.00**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **upon completion of updates to the website**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.6417.0001 470, Contract \$19,999.00****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

2021 Website Services Work Agreement

Warren County Tourism

3/16/21

PREPARED FOR:

JOANNE CONLEY

TOURISM DIRECTOR

1430 STATE ROUTE 9

518.761.7653 • CONLEYJ@WARRENCOUNTYNY.GOV



44 Hadjis Way

Lake Placid, New York 12946

518.523.3359 • www.yourworkshop.com



WEB SERVICES

Workshop will continue to host visitlakegeorge.com and work with the Warren County Tourism team to support and update the website for a period of up to four months commencing May 1, 2021.

FEE SUMMARY

- HOSTING..... \$730/month
 - Performance XL, which includes 200 GB Storage, 300K monthly visit cap and 4 load-balanced app servers. This is subject to increase annually and/or if monthly website visits exceed cap.

- WEBSITE UPDATES AND SUPPORT
 - Web Design/Development/Security Updates \$130/hr
 - Advanced Web Design/Development/Security \$160/hr



Terms of Service

The following are the terms of service between Lake Placid Advertiser's Workshop, Inc. "Workshop" and Warren County Tourism "Client."

CLIENT PARTICIPATION AND MODIFICATION

Client acknowledges that Client's active participation and cooperation with Workshop in this process is necessary to achieve a timely and satisfactory result. Client acknowledges that its participation in the development process may include modifications to the specifications. Client agrees that any such modifications that it agrees to are binding and part of this work agreement.

BUDGET / CHANGE ORDERS

Workshop shall make reasonable efforts to adhere to the budget set forth above. Workshop shall notify Client if the cost of services based on a change in scope shall exceed budget. In such event we shall discuss Workshop's progress and the anticipated cost overrun. We will communicate and work to revise the specifications or modify the fee.

FEES AND BILLING

Client shall pay Workshop for all time expended and as agreed upon in the contract for services specified and for all third-party expenses accrued by Workshop on Client's behalf.

INVOICES / PAYMENT TERMS / LATE PAYMENT

Media and project invoicing will occur monthly as work is performed and as media runs. Hosting invoice will occur quarterly. Payment is expected within 30 days. There will be a 1.5% interest charge per month, or 18% annually, on late invoices.

TERMINATION FEES

A termination fee of, the greater of, \$500 or 2% of the total contract will be assessed and invoiced if Client elects to manage its accounts and platforms under this agreement internally or with another agency or entity other than Workshop. Such termination fee is incurred to cover the time for Workshop to migrate the accounts on behalf of the Client.



RUSH FEES

In any instance where Client requests services to be performed in significantly less time than set out in the timetable, Workshop may in its discretion impose a rush premium on any services expended in meeting such a shortened timetable. If rush is required, Workshop will notify Client before imposing any additional fee.



Future Work

New work outside of the scope of work for the project shall not be subject to the terms of this work agreement. Such new work or subsequent projects shall be defined according to specifications, prices and timetables set out in additional proposals or specifications and be subject to a new, separate work agreement.

By signing this work agreement, we acknowledge and agree upon the services and terms above.

Joanne Conley

Warren County Tourism
Tourism Director
3/16/21

Timothy Kelleher

Workshop
President
3/16/21



Addendum A

AFTER-HOURS EMERGENCY SERVICE – REMINDER

A website emergency is a website or email access being down for an hour or more. In addition, lack of functionality or error message with a shopping cart or reservation system is considered an emergency.

The following is not considered an emergency:

"My update is not appearing on the site and I need help."

"A guest notified me that the website is loading slowly."

"I need to add a user to the CMS."

"The website is appearing differently on my home computer."

Clients will receive an automatic \$50 charge on their invoice for non-emergency calls. Non-emergency requests, questions, quotes and website updates are responded to and executed during normal business hours. The after-hours number is strictly for web integrity emergency support.

If the emergency is caused by a client error or something not in the control of Workshop, the client will be charged. The rate is \$50 per 15-minute increment for this after-hours time.

If emergency arises due to Workshop, Rackspace, Pantheon, or Internap error, the client is not charged.

The after-hours phone number is (518) 637-5897.

The caller will be prompted to leave a message. A Workshop tech support representative will work to assess and react accordingly to resolve the situation. Every issue is unique, so it is our intention to communicate with the caller as soon as reasonably possible.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Tourism

DATE: 3/22/21

- (a) Purpose of Request: to amend the contract to continue the contractual relationship with the Adirondack Regional Tourism Council, Inc. for regional marketing services

- (b) Details: Funding supports a Regional Marketing program that includes digital and social media, website, email marketing, and mobile tracking. In the past funding has been supported by Matching Funds from NYS; Matching Funds are tentative for 2021.

- (c) Previous Resolution Number: Res# 93 of 2021

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: A.6417.0001 470 - Tourism-Contract Business Promotion up to \$15,000

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS



STATEMENT OF WORK – PROPOSAL

NYSTIA CO-OP Program

Mobile Location Data

New York State Dashboard – Adirondacks Region

Submitted to:

Adirondacks Region

Joanne Conley, Tourism Director | New York State TPA Warren County Tourism Department
Adirondacks Tourism Region

NYSTIA

Christine Hoffer, Chief Operating Officer

Date: November 24, 2020

Mobile Location Data Overview:

Increasingly, the delivery of tourism marketing and destination development programs is undergoing transformation and leaders are recognizing data and technology as valuable assets that can be harnessed to strengthen planning and performance.

As the tourism industry faces unprecedented headwinds, emerging data, such as mobile location data enable DMOs to have a more granular lens on visitor behavior –understand where they come from, who they are, how long they stay, and where they go while in your destination. This data becomes a valuable source of insight for media planning, branding/content/messaging, itinerary development, partnerships, product development, and stakeholder management.

NYSTIA understands the value data can deliver for better destination development. In collaboration with Rove, NYSTIA wants to make this data accessible and open a new source and scale of visitor behavior data for New York State tourism regions.

Mobile Location Dashboard Objectives:

The objective of the program is to provide access to valuable visitation data in a manner that facilitates cross regional collaboration to more effectively develop tourism in New York State. Through this co-op program we want to make mobile location data accessible (easy to use, affordable, relevant) to support tourism in NYS.

The data will be used to monitor:

1. Visitation trends (by point of interest, for an event, over time, etc...)
2. Where visitors come from (origin market),
3. How long they are staying (daytrippers, overnights), and
4. What they are doing while in destination (points of interest).

This data becomes a valuable source of insight for media planning, branding/content/messaging, itinerary development, partnerships, product development, and stakeholder management.

Platform Deliverables and Financials:

The Contract Services under this Statement of Work shall include each deliverable described in the following table.

Project Items	Accelerator Package	Fee
Setup / Support	<ul style="list-style-type: none"> Administration, coordination, system set up, training and support for the dashboard 	Waived
Dashboard: Data Source Data Collected/ Summarized Counties Points of Interests Years Update Frequency Users	<ul style="list-style-type: none"> Mobile location data provided by UberMedia We will develop an interactive dashboard that provides insights into tourist behavior, as outlined below: <ol style="list-style-type: none"> Top Origin Markets and Length of Stay by Visitor Segment for the study geography and every POI Top POI Visitation and Cross Visitation w/ dwell time at each POI by Visitor Segment Demographics by Visitor Segment for each study geography and POI Audience Affinity Profiles by Visitor Segment for each study geography and POI In-Market Movements (Heatmap) by each Visitor Segment with the study geography The results of this analysis for each Visitor Segment during each timeframe will be accessible via the Tourism Dashboard developed for your region. 7 counties from the Adirondacks Up to 50 points of interest – as provided by the region Data will be provided for 2019, 2020, and 2021 2019 and 2020 data will be available on day 1. 2021 data will be refreshed monthly. Unlimited 	\$16,000
Term	Jan 1, 2021 to Dec 31, 2021	
TOTAL	12-month total	\$16,000

Payment Terms:

Invoices will be addressed to Rove Marketing Inc. The payment is for a 12-month period after which the subscription can be renewed for a subsequent 12-month period.

Payment Schedule	Invoice Date	Amount (USD)
Invoice 1 – 100% of total (net 60 days)	Dec 15, 2020	\$16,000
TOTAL		\$16,000

PRICING CHART:

1-3 Regions: \$18K/region

4-5 Regions: \$16K/region

6-9 Regions: \$15K/region

10 Regions: \$14K/region

Client Warranties:

Rove Intellectual Property. Notwithstanding anything else in this agreement of any estimate or statement of work, client understands and acknowledges that Rove Marketing Inc (Rove) is in the business of creating new and innovative solutions and that Rove is continually developing and improving its portfolio of tools, techniques and methods which it uses to provide services to Rove clients. Any intellectual property in such materials is owned and retained by Rove or its partners or licensors. Any Rove intellectual property used to develop or any deliverable shall remain the property of Rove or its partners or licensors and nothing in this agreement or any other document shall confer any right, title or interest in such Rove intellectual property to the client other than a license appropriate to the client's use of the deliverable.

License to Rove Intellectual Property. Subject to full payment of all outstanding fees by client, Rove hereby grants to Client a non-exclusive, non-assignable, non-sublicensable license to Rove Intellectual Property necessary to enable the use, functioning or operation of the deliverable to client.

Assignment of Client Specific Intellectual Property. Subject to full payment of all outstanding fees by Client, ownership of Client-Specific Intellectual Property created by Rove and contained in the Deliverable is hereby assigned by Rove to Client.

Client-Supplied Materials: Client represents and warrants to Rove that any materials provided by Client to Rove under the terms of this estimate are the full responsibility of the Client, including but limited to, ownership and accuracy, and that the Client has the legal authority to provide and have Rove utilize such materials to complete the work as defined. Client shall indemnify, defend and hold Rove, its affiliates, respective officers agents and employees harmless from and against any and all liability, loss, damage, charges, claims, actions, penalties and expenses, including reasonable attorney's fees and expenses, that may arise as a result of the materials supplied.

'Deliverable' means the work product so defined in any Estimate/Statement of Work to be provided to the Client by Rove pursuant to a project.

'Intellectual Property' means any copyrights, trademarks, service marks, patents, patentable and unpatentable inventions, discoveries, trade secrets, confidential information, industrial designs, know-how and any applications for registration or issued registrations there of anywhere in the world.



Client-Specific Intellectual Property' means any Intellectual Property created by Rove in the course of providing the Deliverable, which is specifically and exclusively related to the Client, its business, products or services and which is incorporated into or necessary for the use of the Deliverable.

Payments:

Payee: Rove Marketing Inc.

Electronic Fund Transfer (EFT) is preferred. Contact email: Finance@rovemarketing.ca

Banking information is below.

For US based clients, the W8 form can be provided upon request.

Financial Institution: RBC Royal Bank of Canada (003)

Account: 400-1822

Transit: 09067

For International client: SWIFT Code: ROYCCAT2

[The remainder of this page is intentionally left blank.]

Signature:

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their respective duly authorized representatives as of the day and year first above written.

Adirondacks Tourism Region

Rove Marketing Inc.

Joanne Conley

James Sauter

Full name

Full name

Signature

Signature

Tourism Director, Warren County Tourism Dep.

Partner, Co-Founder

Title

Title

November 24, 2020

November 24, 2020

Date

Date

NYSTIA

Christine Hoffer

Full name

Signature

Chief Operating Officer

Title

November 24, 2020

Date