



**Tourism Committee
AGENDA
November 20, 2023**

Committee Members: MERLINO, Dickinson, Diamond, Strough, Wild, Runyon and Frasier

Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.

- I. Committee meeting called to order by Chairman Merlino.
- II. Motion to approve minutes of the October 24, 2023 Tourism Committee meeting.
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 - a. **Resolution Request:** To transfer \$11,328 from A.6417.0001 470 (Contract) to A.6417.0001 850 (Unemployment); \$2,500 from A.6417.0001 481 (Tourism Promotion) to A.6417.0001 120 (Salaries-Overtime); and \$300 from A.6417.0001 481 (Tourism Promotion) to A.6417.0001 862 (Health Insurance Cost Reimbursement)
Rationale: Prior employee resigned in December 2022; collected unemployment for three quarters. More overtime required for two employees who do social media; events occur on evenings and weekends, not during normal business hours.
 - b. **Resolution Request:** To amend existing contract with payment schedule for creative design, printing of 120,000 copies, and delivery services of the 2024 Travel Guide.
Rationale: amend existing contract for Cenergy Studios, LLC D/B/A Fourthidea, with the following payment schedule terms: 50%, \$27,692, of Creative Design Fee of \$55,384 at execution of contract. Remaining 50%, \$27,692, of Creative Design Fee of \$55,384 at completion of Creative Design phase, after files are released to print vendor, on or about January 5, 2024. 100% of printing and Delivery Fee, not to exceed \$108,298.24 upon receipt of all Travel Guides to locations outlined in the delivery instructions in the RFP.
 - c. **Resolution Request:** To authorize contract renewal of Workshop Media Buy
Rationale: To renew existing contract for the third year.
 - d. **Resolution Request:** Authorization to go into contract with Wine Water and Wonders of New York State
Rationale: To include the Lake George Area in existing and new international marketing efforts.

- e. **Resolution Request:** Authorization to go into contract with ROVE Marketing for dashboard access to imported subscription-based data sets

Rationale: To purchase additional data sets and dashboard reporting specifically for the Lake George Area. Adirondack Regional buy currently includes two data sets: Near and AirDNA.

V. Discussion Items: None

VI. Referrals: None

VII. Privilege of the floor and public comment

VIII. Motion to adjourn

Attachment #1: Resolution Request Form No. 10 Employee Benefits

Attachment #2: Resolution Request Form No. 4 Amend Contract 2024 Travel Guide

Attachment #3: Resolution Request Form No. 20 Extend Contract Workshop

Attachment #4: Resolution Request Form No. 3 New Contract Wine Water and Wonders

Attachment #5: Resolution Request Form No. 3 New Contract ROVE Marketing

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME:

SIGNED:

DATE:

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Tourism

DATE: November 20, 2023

- (a) Purpose of Contract Change: **To incorporate a payment schedule with vendor**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **475 of 2023**
- (c) Name of Contractor: **Cenergy Studios, LLC D/B/A Fourthidea**
- (d) Address of Contractor: **535 Washington Street, Suite 1400, Buffalo, NY 14203**
- (e) Contractor's Contact Person and Telephone Number:
Thomas Mooney, 716-725-6056
- (f) Commencement Date of Extension: **upon execution of contract**
- (g) Termination Date of Extension: **February 9, 2024**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$163,682.24**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **50%, \$27,692, of Creative Design Fee of \$55,384 at execution of contract. Remaining 50%, \$27,692, of Creative Design Fee of \$55,384 at completion of Creative Design phase, after files are released to print vendor, on or about January 5, 2024. 100% of printing and Delivery Fee, not to exceed \$108,298.24 upon receipt of all Travel Guides to locations outlined in the delivery instructions in the RFP.**
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: **A.6417.0001 470 - CONTRACT \$163,682.24****

**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

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: November 20, 2023

- (a) Purpose of Request: to continue the Tourism contract with Lake Placid Advertisers Workshop, Inc. to provide broadcast and digital media buying services for January 1, 2024 - December 31, 2024.

- (b) Details: This was bid in October 2020. The contract was to begin on January 1, 2021 through December 31, 2021 with an option to extend for three additional years. The resolution was originally written incorrectly for just one year. This is the third extension of that contract.

- (c) Previous Resolution Number: Res# 492 of 2021

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: A.6417.0001 481 - Tourism Promotion \$1,250,000

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

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: November 20, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Authorization to go into contract with Wine Water and Wonders of New York State**
- (c) Name of Contractor: **Wine Water and Wonders of New York State**
- (d) Address of Contractor: **45 East Avenue, Suite 400, Rochester, NY 14604**
- (e) Contractor's Contact Person and Telephone Number:
Diana Rapp Keating, President, 585-279-8314, dianar@visitrochester.com
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **January 1, 2024**
- (h) Termination Date of Contract: **December 31, 2025**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$30,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Two-year commitment of \$15,000 per year**
- (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.6417.001.480 Promotion \$30,000****

**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

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: November 20, 2023

- (a) Is this a Result of a Bid or Request for Proposal? **Part Sole Source due to current buy through Adirondack Region, as well as the purchase of a subscription service**
- (b) Purpose of Contract: **To purchase additional data sets and dashboard reporting specifically for the Lake George Area. Adirondack Regional buy currently includes two data sets: Near and AirDNA.**
- (c) Name of Contractor: **ROVE Marketing**
- (d) Address of Contractor: **270 The Kingsway, PO Box 74513, Toronto, Ontario, Canada M9E 5E2**
- (e) Contractor's Contact Person and Telephone Number:
James Sauter 1-877-573-6680, finance@rovemarketing.ca
- (f) Has or will the Contract be provided, if so, please attach: **See attached**
- (g) Commencement Date of Contract: **Upon contract execution**
- (h) Termination Date of Contract: **December 31, 2024**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$23,950**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Upon receipt of Invoices**
- (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 \$23,950**

**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

SERVICE ORDER



Subscriber	Warren County Government	Effective Date	January 1, 2024
Contact Name	Heather Bagshaw	Term End Date	December 31, 2024
Contact Email	bagshawh@warrencountyny.gov	Service Order ID	20231101NYS

Destination Insights Platform Subscription					Annual Fees (USD)
Destination Insights Platform License					
Annual License – 12-month term Development of Warren County SHED for housing of Warren County proprietary data sources					\$1,500
Data Storage and Processing					
Estimated at 20M rows	Unit Price:	\$500/10M rows of data	QTY:	2	\$1,000
Users					
Read-Only Users	Unit Price:	\$150/year	QTY:	3	\$450
Data Platform Integrations					
STR Standard Monthly Dashboard - Historical monthly report data parsing - Ingestion into Domo - Dashboard development - Ongoing monthly updates	Unit Price:	\$2,500/year	QTY:	1	\$2,500
STR + AirDNA Combined Dashboard	Unit Price:	\$1,000/year	QTY:	1	\$1,000
New POIs - Adding new POIs for Warren County (add # of POIs)	Unit Price:	\$100/per POI (one-time fee)	QTY:	25	\$2,500
Destination Insights Platform Subscription Sub-Total					\$8,950

SERVICE ORDER



Data Subscriptions	Annual Fees (USD)
<p>Visa Data</p> <ul style="list-style-type: none"> Two reporting areas for all zip codes within Warren County for a 12-month period from date of contract signing. Jan 1 to Dec 31, 2024. <p><u>International Reporting Area:</u> Includes cross-border spend broken out by originating country.</p> <p><u>U.S. Domestic Reporting Area:</u> Includes domestic spend broken out by originating core based statistical area (CBSA).</p> <ul style="list-style-type: none"> Aggregated data reported - including, but not limited to, the number of cardholders, number of transactions, sales volume and related metrics and dimensions that Visa may change from time to time. The Service does not and will not include or identify personally identifiable cardholder, issuer or merchant information, or individual cardholder, issuer or merchant patterns. Service Data includes data as it becomes available during the Initial Term or Renewal Term (as the case may be) per the Service Data Update Frequency and some historical data. Quarterly data updates - Service Data are generally updated within 45 days following the end of each calendar quarter. Data access – Warren County will receive up to 2 user logins to Visa Online platform to access data and reports as per Terms and Conditions (Appendix A). Access to data in Domo will be made available upon data integration process and dashboard visualization are development. Historical data - 2 years of data is included 	\$15,000
<p>Canadian Demographic Profile (Beta)</p> <ul style="list-style-type: none"> - Demographic data, media, consumption and travel behavior - 3 months from date of contract signing - Appended to Mobile location data 	\$3,500 Includes 3-month beta
Data Subscription Sub-Total	\$15,000
Total Subscription Fees	\$23,950
Payment Schedule	Invoice Amount (USD)
Invoice #1: December 20 th , 2023	\$23,950

Terms and Conditions

You agree to pay the non-refundable fees described in this Service Order plus applicable taxes or other government charges. Unless the parties have entered into a separately signed services agreement that governs Service Orders between the parties, this Service Order is subject to the Rove Software-as-a-Service Agreement located at <http://rovemarketing.ca/saas-service-agreement>.

This Service Order is between Rove Marketing Inc. and Subscriber as of the Effective Date specified above. Each of us may sign this Service Order using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

SERVICE ORDER



Subscriber: Warren County Government		Rove Marketing Inc.	
Name	Heather Bagshaw, Tourism Director	Name	James Sauter, Partner, Co-Founder
Date		Date	
Signature		Signature	
Name			
Signature			
Billing Address 1340 State Route 9 Lake George, New York 12845		Address 270 The Kingsway PO Box 74513 Toronto, Ont. M9E 5E2	
Billing Contact	Heather Bagshaw	Attention	Finance Department
Billing Phone	(518) 761-7653	Phone	1-877-573-6680
Billing Email	bagshawh@warrencountyny.gov	Email	finance@rovemarketing.ca
Project Manager		CSL	David Lee

Appendix: Visa Data

DESCRIPTION AND USE.

Rove (Agency Subscriber) represents and warrants that it is acting on behalf of Warren County (“Principal”) for purposes of participation in the Service. As such, Agency Subscriber is considered a “Lead Subscriber”. Below are the terms that Agency Subscriber and Principal must comply with.

Subject to the terms of this Agreement, Visa hereby grants to Agency Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service in the United States, including reports containing certain data related to Reporting Areas (“VDI Reports”) as described in section 1.2, for Agency Subscriber’s own internal use to develop marketing strategies and plans with respect to its travel and tourism activities. Agency Subscriber agrees that its access to and use of the Service and data of the Service (including VDI Reports) (“Service Data”) must be in compliance with applicable laws.

Agency Subscriber acknowledges and agrees that:

- a. All access to the Service is accomplished through Visa Online (“VOL”). Agency Subscriber’s access and continued access to the Service is subject to Agency Subscriber’s continued access to VOL and compliance with the terms governing the access and use of VOL. Such compliance includes Agency Subscriber’s ensuring that its authorized personnel do not permit or allow unauthorized persons to have access to or use of their VOL user identifications or passwords. Agency Subscriber must notify Visa immediately of any unauthorized use of any user identification or password, or any other actual or potential security breach relating to Agency Subscriber’s VOL or Service account(s). Agency Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification.
- b. Access to the Service is provided solely for Agency Subscriber’s use with DMOs in developing marketing strategies and plans with respect to travel and tourism activities. Agency Subscriber agrees to not use or disclose Service Data for any other purpose except as expressly permitted herein, including without limitation, for any other client or for other agency purposes not directly related to this business purpose;
- c. Agency Subscriber shall cause its DMO clients and Permitted Party (defined below) to agree to terms as restrictive on the use of the Service and Service Data as those terms contained in this Agreement. Agency Subscriber shall use all commercially reasonable efforts to ensure DMOs’ and Permitted Party’s compliance with the terms and restrictions of this Agreement. Further, Agency Subscriber shall be solely responsible for its DMOs’ and/or Permitted Party’s use of or reliance on VDI Reports and/or Service Data and/or such DMOs’ and/or Permitted Party’s failures to comply with the obligations set forth in this Agreement.
- d. Prior to engaging any third party vendor to assist Agency Subscriber with data aggregation or data analysis, Agency Subscriber must obtain a written agreement with such vendor containing provisions that, (A) prohibit such vendor from engaging in activities or processes that enable or could enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service Data to another third party, and (C) require such vendor to destroy or return to Agency Subscriber all Service Data upon completion of any specific task performed for or on behalf of Agency Subscriber by such vendor;
- e. The Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions;
- f. Agency Subscriber shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) attempt to disaggregate Service Data in an attempt to determine the performance or behaviors of any individual cardholder or specific Agency Subscriber competitor; (B) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (C) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (D) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (E) interfere with or disrupt the integrity or performance of the Service or data contained therein, or unreasonably burden the infrastructure utilized by Visa or its suppliers to deliver the Service; (F) attempt to gain unauthorized access to the Service or its related systems or networks; or (G) offer the Service as a service bureau or as any other hosted service to any third party; (H) use the Service or Service Data for anything other than as expressly permitted under this Agreement;
- g. Agency Subscriber further shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) reverse engineer, decompile, disassemble or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Service or any component thereof, including, but not limited to, data that is masked, hashed, or otherwise protected, for any reason; (B) make copies of any aspect of

the Service, in whole or in part, except as necessary for Agency Subscriber to exercise its rights under this Agreement; (C) modify or make derivative works of the Service; (D) alter or remove any copyright, trademark, trade name, patent or other proprietary rights notice, legend, symbol or the like appearing on or in the Service or Service Data, except as necessary for Agency Subscriber to exercise its rights under this Agreement; or (E) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or Service Data. For the avoidance of doubt, this Subsection (vii) does not impose any restrictions on Agency Subscriber from utilizing its own Agency Subscriber data or information that is owned by or independently developed by Agency Subscriber without any use of the Service or Service Data disclosed under this Agreement;

- h. Unless permitted in writing by Visa or the terms of this Agreement, Agency Subscriber (A) shall not disclose Service Data to any third party, including Agency Subscriber's partners, vendors or other payment card systems, even if Service Data is aggregated or combined with other source data for analytical purposes, and (B) shall retain and use any Service Data accessed via the Service for its own use in its possession at all times; provided, however, that Agency Subscriber may use its own statistical conclusions drawn from VDI Reports in Agency Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:
 - a. Each Agency Subscriber conclusion or claim ("Claim") drawn from VDI Reports is true, correct and not misleading;
 - b. Each Claim specifically identifies Visa as a source of the data on which the Claim(s) is based with the following attribution footnote (with verbiage in brackets completed as appropriate): "[Agency Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by Visa Destination Insights for the period of [insert applicable time period] and incorporates data from other independent research sources.";
 - c. The Service Data are not specifically referenced in such advertising, press releases or other marketing efforts, except as permitted hereunder or required by applicable law for Claims substantiation; and
 - d. Principal needs approval by Agency Subscriber to present claims and modified VDI Reports for distribution to third parties in accordance with approved Information Distribution Formats and Guidelines.
- i. Agency Subscriber may designate up to three of its personnel to have access to the Service. Agency Subscriber will designate one or more "Access Stewards" to manage the access of Agency Subscriber's personnel to the Service in accordance with the terms of this Agreement. Agency Subscriber will so designate by completing the Access Steward Designation Form attached hereto as Exhibit C. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward. The Access Steward(s) shall within 24 hours inform Visa of any need to delete or modify access to the Service;
- j. Visa reserves the right at its sole discretion to change the content, format, medium, functionality, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify Agency Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service, but shall be obligated to provide only such notice as is practicable under the circumstances.

Notwithstanding the foregoing, subject to the terms of this Agreement:

Agency Subscriber may:

Only distribute and/or make available VDI Reports (y) to Principal and (z) where Agency Subscriber is considered a Secondary Subscriber, to the State Office of Tourism (or such Office's Agency of Record, as the case may be) encompassing Agency Subscriber's jurisdiction, here, the Principal (each entity in (y) or (z) being a "Permitted Party"); and/or

Grant up to two (2) of Agency Subscriber's limited licenses to Principal for access to the Service and Service Data;

Provided, however, that prior to distributing or making available such VDI Reports or granting such limited license, either:

Where Agency Subscriber is considered a Secondary Subscriber, Permitted Party (A) has validly executed a Lead Subscriber Participation Agreement or Agency of Record Participation Agreement for the Service (and is therein considered a "Lead Subscriber") with Visa that is in effect and contains terms permitting such access to VDI Reports by Permitted Party, and (B) represents and warrants in writing the same to Agency Subscriber; or

Agency Subscriber causes Permitted Party to agree to written terms that:

- a. Require Permitted Party to confirm, represent and warrant that it will only use Service Data for its internal marketing strategies and plans with respect to Permitted Party's travel and tourism activities;
- b. Disclaim (whether by naming Visa explicitly, or via a general reference as Agency Subscriber's solution provider or licensor) Visa from any liability to Permitted Party for any damages or other liability (direct or indirect) arising from or in connection with Permitted Party's use of or reliance on VDI Reports, the Service or Service Data.

- c. To the extent permitted by applicable law, require Permitted Party to indemnify, hold harmless, and defend Visa and its Affiliates from and against all losses, damages, liability, costs and expenses (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), governmental and regulatory penalties (“Losses”) resulting from any third party claim, suit, action, or proceeding (“Third Party Claim”) based upon or arising from Permitted Party’s use of or reliance on VDI Reports, the Service or Service Data and actions/inactions under the agreement between Agency Subscriber and Permitted Party outlining the terms in this Section 1(d); and grant to Visa from Permitted Party, without limitation, and in the case where Permitted Party provides Feedback, all of the rights articulated in Section 2 (Feedback) of this Agreement.

TERM AND TERMINATION.

- a. This Agreement shall become effective as of the Effective Date (defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one (1) year (the “Initial Term”). Following the Initial Term, this Agreement shall automatically renew for successive one- (1) year terms (each a “Renewal Term”); provided, however, that either Party may terminate this Agreement by providing written notice to the other at least thirty (30) days prior to the expiration of the then-existing Initial Term or Renewal Term, as the case may be.
- b. Agency Subscriber may terminate this Agreement upon thirty (30) days’ prior written notice if: (i) Visa materially breaches this Agreement and fails to cure the breach within such thirty- (30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 1(c)(x), and Agency Subscriber objects in writing within thirty (30) days of Agency Subscriber’s receipt of written notice from Visa of such modification or change.
- c. Visa at its sole discretion may terminate this Agreement immediately upon: (i) Agency Subscriber’s and/or any Permitted Party’s breach of any obligation under this Agreement, including any misuse (as determined by Visa in its sole discretion) of the Service or Service Data, or (ii) a change in applicable law makes termination appropriate.
- d. Visa shall have no obligation to refund to Agency Subscriber any fees paid for the Service.
- e. The terms of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 1(c), 2, 3, and 5 through 14.