

# **CRI Initiatives in Heritage Tourism**

## **A PROPOSAL TO THE WARREN COUNTY OCCUPANCY TAX COMMITTEE**

**January 23, 2024**

Under an agreement approved by the Warren County Board of Supervisors, Cliff & Redfield Interactive (CRI) has been engaged by the Warren County Department of Planning and Community Development to conduct a communications and marketing campaign supporting and promoting heritage tourism.

Funding by the Occupancy Tax Committee in 2023 made possible the development of a mobile app, *Explore Warren County*, that connects visitors to points of interest with GPS-triggered stories. Our first offerings include an audio walking tour of North Creek and a driving tour along the Central Adirondack Trail from Big Bend on the Northway to Thirteenth Lake in the town of Johnsburg.

Cliff & Redfield Interactive requests additional funding of \$20,000 in 2024 to maintain the STQRY platform on which these audio tours reside and to develop two additional tours.

We seek the Committee's support also in spotlighting two historic sites in the Town of Bolton through placement on the National Historic Registry and producing 12 additional feature stories on our *Stories from Open Space* web site.

### **Renewal of Contract for STQRY Platform**

\$2,455

### **Two New Audio Tours on STQRY**

\$7,645

In our development of audio tours on *Exploring Warren County*, we have found STQRY to be a highly reliable and user-friendly tool that promises to be a powerful way to connect visitors to Warren County to points of interest, whether historic or recreational. When fully launched with professional narration within a few weeks, we're confident that our GPS-triggered *First Wilderness Audio Tour* and *North Creek Audio Walking Tour* will be well-received and there will be interest in seeing more. We aim to produce two new tours in 2024, perhaps creatively spotlighting musicians and artists.

## **Bolton Additions to National Historic Registry**

\$7,500

CRI will work with the Town of Bolton Historian and Warren County between February 1, 2024 and January 31, 2025 to gather information to nominate regionally important sites within the Lake George State Forest to the National Historic Registry.

These sites include Alma Farm, the site of the Civilian Conservation Corp Camp (1933 - 1947), one of 67 such camps in New York State, and a project that is responsible for the landscape and the conservation initiatives of the region today.

Also to be included in this effort is the near-by Mormon Rock, a natural feature that held significant importance to the early days of the Mormon religion as well as some of the early settlers of the Lake George region. Having these sites placed on the National Register will make them eligible for additional sources of grant funding in the future.

While collecting the information necessary to nominate these sites for listing, CRI and project partners will create educational materials and maps to distribute to the public to further educate both residents and visitors about the importance of these sites for the region. The maps will be developed to encourage visitation to the sites which are located in the publicly accessible State Forest. The educational materials and maps will be distributed at the Town of Bolton Chamber of Commerce, Welcome Center, and Town Hall. This is an area that captures a significant level of year-round tourists, many of whom are seeking unique, cultural and historic experiences.

## **12 Features for *Stories from Open Space***

\$2,400

As our signature platform on the web, *Stories from Open Space* plays an important role in our developing audiences for our *Explore Warren County* app. While development of audio content on *Explore Warren County* is our greater priority, it's important to publish fresh content on this site.

**Total: \$20,000**

## AMENDED SERVICE PROVIDER AGREEMENT AND LICENSE

THIS AMENDMENT AGREEMENT (the "Agreement"), is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and C&R INTERACTIVE, ALSO KNOWN AS Cliff & Redfield Interactive, ("Provider"), 14 Westbury Drive, Saratoga Springs, New York 12801. The County and the Provider are referred to herein individually as a "Party" and collectively as the "Parties."

1. The County and the Provider agree that the Provider and County shall use their best effort to collaborate to promote heritage tourism and community development in the First Wilderness Heritage Corridor through the coordination of expertise and effort by the Parties to generate professional content from the County which Provider shall host upon its website in exchange for a royalty-free license to the County to generate links to Provider's content in the County's website, which shall include content generated for Provider by third-party providers. The Provider will also provide a marketing and communications plan for The First Wilderness Heritage Corridor.

2. In consideration of the services to be performed by the Provider and the County, and for consideration received by each Party and duly acknowledged, the consideration to be paid by the County for the royalty-free license and this Agreement shall be ONE and 00/100 DOLLAR (\$1.00) in exchange for the Provider satisfying the terms and conditions set forth by this Agreement. The County shall pay the Provider a sum not to exceed Eight Thousand Four Hundred Dollars (\$8,400) for the marketing and communications plan. **The County shall pay the Provider a sum not to exceed Twenty-Six Thousand One Hundred Forty Dollars (\$26,140.00) which includes a range of initiatives to further support The First Wilderness Heritage Corridor and other surrounding areas in Warren County with creative storytelling approaches.** The County shall not be liable to the Provider for any additional work or other services and/or expenses unless otherwise agreed to in writing by the County.

3. Relationship of the Parties:

- a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither the Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by the Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance

benefits, social security coverage, or retirement membership or credit.

- b. All personnel of the Provider shall be within the employ of the Provider, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by the Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and the Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.
- c. Provider represents and warrants to the County that Provider, and any third-party provider engaged through the Provider, shall bear all costs and expenses to include allocations of time, subscription fees, travel expenses, and other incidental expenses incurred as a result of Provider's efforts under this Agreement, and the Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.
- d. Provider represents and warrants to the County that Provider shall possess or shall obtain all required rights to material hosted by Provider under this Agreement; that Provider obtained and possesses legally enforceable copyright releases for copyright protected material hosted by Provider; and/or obtained and possesses release for material provided by third-party providers which is hosted by Provider, and that Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.
- e. Provider represents and warrants to the County that Provider shall be solely responsible for editorial control over all content produced and material hosted upon Provider's website, and that Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.
- f. That Provider forever grants to the County a royalty-free license for all content and materials hosted by Provider related to or concerning the First Wilderness Heritage Corridor, which license shall expire fifty (50) years after the effective date for this Agreement.
- g. Upon the termination of this Agreement for any reason, Provider shall provide to the County all usernames and passwords for all Smartacus tools related to content and material hosted by Provider concerning the First Wilderness Heritage Corridor.

4. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; proof of required insurance (Not Applicable); and Warren County Board of Supervisors

Resolution No. 468 of 2022. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

5. The Provider represents that it has complied with all federal and state laws regarding any applicable licenses that may be required to carry out the work to be performed under this Agreement.

6. The Provider shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the acts, errors or omissions of the Provider, its officers, directors, agents, servants or employees or anyone for whom the Provider is legally bound, in connection with its service under this Agreement.

To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Provider's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Provider's work or from any of the acts or omissions on the part of the Provider, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The Provider shall upon the County's demand, promptly and diligently defend at the Provider's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and the Provider shall pay and satisfy any judgment decree loss or settlement in connection therewith.

The Provider shall, and shall cause the Provider's officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

The Provider shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, the Provider agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Provider shall hold harmless, indemnify and defend Warren County, its Board, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

7. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Provider acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Provider shall follow the Policy in its entirety. If a complaint does arise, the Provider is to notify Warren County promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from the Provider and/or agent's breach of this Policy.

8. This Agreement shall commence **upon execution by both parties and terminate on January 31, 2024**. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

9. Either Party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice to the other Party.

10. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the Party or by mail or overnight delivery to the Party's address stated above, except that any Notice to the County shall be delivered to the Warren County Planning Department.

11. All Parties acknowledge that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of the Agreement, all Parties agree that the County of Warren will not be held liable for payment above that amount.

12. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing and signed by a duly authorized representative of the County. Consent shall not limit the County's right to enforce this provision on assigned parties.

13. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

14. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Provider under this Agreement, or any other agreement with the County even if commencing prior to the term of this Agreement.

15. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

16. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

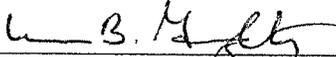
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

  
Assistant Warren County Attorney

Date: September 6, 2022

COUNTY OF WARREN

By:   
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

Date: 9/20/22

C&R INTERACTIVE, LLC.

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

# Warren County Board of Supervisors

## RESOLUTION NO. 468 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS DICKINSON, MERLINO, WILD, MAGOWAN, RUNYON, STROUGH AND GERACI

### AMENDING AGREEMENT WITH CLIFF & REDFIELD INTERACTIVE TO PRODUCE ARTICLES AND CONTENT AIMED AT HIGHLIGHTING THE FIRST WILDERNESS HERITAGE CORRIDOR, TO INCLUDE A RANGE OF INITIATIVES WITH CREATIVE STORYTELLING APPROACHES

WHEREAS, Resolution No. 471 of 2021 authorized an agreement with Cliff & Redfield Interactive, to formalize a content partnership relative to the development of a series of articles and other content relative to The First Wilderness Heritage Corridor, at no cost to the County, for a term commencing upon execution by both parties and continue until terminated upon thirty (30) days written notice by either party, and

WHEREAS, Resolution No. 347 of 2022 amended the agreement to include a marketing and communications plan for an amount not to exceed Eight Thousand Four Hundred Dollars (\$8,400), for a term commencing May 1, 2022 and terminating January 31, 2023, and

WHEREAS, the Occupancy Tax Coordination Committee has approved a request to include a range of initiatives to further support The First Wilderness Heritage Corridor and other surrounding areas in Warren County with creative storytelling approaches, for an amount not to exceed Twenty-Six Thousand One Hundred Forty Dollars (\$26,140), for a term commencing upon execution by both parties and terminating January 31, 2024, now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an amendment agreement with Cliff & Redfield Interactive, 14 Westbury Drive, Saratoga Springs, New York 12801, to include a range of initiatives to further support The First Wilderness Heritage Corridor and other surrounding areas in Warren County with creative storytelling approaches, in an amount not to exceed Twenty-Six Thousand One Hundred Forty Dollars (\$26,140), for a term commencing upon execution by both parties and terminating January 31, 2024, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds shall be expended from Budget Code A.8021 470 Planning (and Comm. Dev.), Contract, and be it further

RESOLVED, that other than the changes outlined herein, all other terms and conditions of Resolution No. 471 of 2021 and 347 of 2022 will remain the same.