



**Tourism Committee
AGENDA
December 1, 2025**

Committee Members: RUNYON, Geraci, Strainer, Crocitto, Turner, Strough, Merlino

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 Chairwoman Runyon.
 - II. Motion to approve minutes of the September 23, 2025 Tourism Committee meeting.
 - III. Privilege of the floor and public comment:
 - IV. Action Agenda/New Business Items:
 - a. **Resolution Request:** To rescind Resolution authorizing contract for website consulting and license agreement with Simpleview, LLC.
Rationale: Simpleview, LLC was sold to Granicus, LLC. Under advice of the County Attorney's office, a new contract must be entered into recognizing new ownership.
 - b. **Resolution Request:** To approve new contract with Granicus, LLC, who will be continuing services previously provided by Simpleview, LLC.
Rationale: For website consulting services and license agreement for the Warren County Tourism Department's website, visitlakegeorge.com, including the addition of two new components; a business promotion module and AudioEye to meet ADA compliance requirements on the site.
 - c. **Committee Approval:** Transfer of Funds from Tourism/Salaries-Part Time to Tourism-Hospitalization in the amount of \$1,028.33.
Rationale: Hospitalization is currently overbudget by \$1,028.33. This often occurs when there is a change in insurance selections from year to year.
 - d. **Committee Approval:** Transfer of funds from Tourism/Salaries-Part Time to Tourism-Overtime in the amount of \$1,000.00.
Rationale: To cover overtime expenses for the remainder of 2025.
 - V. Discussion Items:
 - a. Tourism Director Report
 - VI. Referrals: None
 - VII. Privilege of the floor and public comment
 - VIII. Motion to adjourn
-

Attachment #2: Resolution 356 of 2023

Attachment #3: Resolution Request 03 New Contract Granicus

Attachment #4: Transfer of Funds Hospitalization

Attachment #5: Transfer of Funds Overtime

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 Department

DATE: 12/01/2025

- (a) Purpose of Request: To rescind Resolution with Simpleview, LLC for contract authorizing website consulting and license agreement for the tourism Department's visitlakegeorge.com website.

- (b) Details: Simpleview, LLC was acquired by Granicus, LLC. Under advice of the County Attorney's office, a new contract must be entered into recognizing new ownership.

- (c) Previous Resolution Number: Resolution 356 of 2023

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: A.6417.0001 470 - Tourism/Occupancy, Tourism, Contract \$37,000

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 356 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS MERLINO, DICKINSON, DIAMOND, STROUGH, WILD, RUNYON AND FRASIER

**AUTHORIZING WEBSITE CONSULTING AND LICENSE AGREEMENT WITH
SIMPLEVIEW, LLC FOR THE TOURISM DEPARTMENT'S
VISITLAKEGEORGE.COM WEBSITE**

RESOLVED, that Warren County enter into a consulting and license agreement with Simpleview, LLC, 8950 North Oracle Road, Tucson, Arizona 85704, with a one-time website design and build fee of Thirty-Nine Thousand Five Hundred Dollars (\$39,500), an annual CMS license fee of Twenty-Nine Thousand Five Hundred Dollars (\$29,500) and an annual support fee not to exceed Seven Thousand Five Hundred Dollars (\$7,500), for an amount not to exceed Seventy-Six Thousand Five Hundred Dollars (\$76,500) in year one, and not to exceed Thirty-Seven Thousand Dollars (\$37,000) per year during years two and three, for a term commencing August 1, 2023 and terminating October 31, 2026, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement, in a form approved by the County Attorney, and be it further

RESOLVED, that funds shall be expended from Budget Code A.6417.0001 470, Tourism/Occupancy, Tourism, Contract.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism Department

DATE: 12/01/2025

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To enter into contract with Granicus, LLC for website consulting and license agreement for the Tourism Department's visitlakegeorge.com website.**
- (c) Name of Contractor: **Granicus LLC**
- (d) Address of Contractor: **1152 15th Street NW Suite 800, Washington DC 20005**
- (e) Contractor's Contact Person and Telephone Number: **Greg Eck
224-217-0290**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **December 2025**
- (h) Termination Date of Contract: **October 31, 2026**
- (i) Payment Provisions:
 - i) lump sum amount **\$43,601.01**
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$43,601.01**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (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 - Tourism-Contract - \$43,601.01****

**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



WEB SITE CONSULTING AND LICENSING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of August 2023 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 N. Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and Warren County Tourism Department, with offices at 1340 State Route 9, Lake George, NY 12845 ("Client").

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including the proprietary customer relationship management application ("CRM") and a state-of-the-art website content management system ("CMS");
- B. WHEREAS, Client desires that Simpleview maintain and host the Client website (the "Site") on Simpleview's CMS, create and implement a design for the Site, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

2. Web Site Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .jpg) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in

writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, the Site shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the Site, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future hosting services. Simpleview shall provide client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site. Simpleview shall incorporate Updates according to a written schedule and security policies agreed upon by the Parties.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Implementation of certain applications may require two or three days of onsite training.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the Site and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data

submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

The Client is a municipality and is subject to the disclosure requirements of the New York State Freedom of Information Law. This Agreement and the Client's content and webpages are subject to being disclosed pursuant to such law. Trade secrets may be protected from disclosure. If the Client receives a request to release information pursuant to the Freedom of Information Law, the Client shall consult with Simpleview as to whether or not such information is a trade secret and should be exempt from disclosure.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview and its suppliers (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web site, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the Site and that are required for the operation of the Site. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

6. Warranties

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; (iii) that nothing in the Simpleview Material infringes or violates any right of any third party; and (iv) that Simpleview will take reasonable measures to protect the Site from viruses, trojans, worms, or other malicious code and will take at least those measures that it takes to protect its own computer systems, but in no case less than reasonable care.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web Site; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Content Management Systems application.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the gross negligence or willful misconduct of Simpleview; or (iii) any of the Simpleview Materials to be provided by Simpleview hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, EXCEPT FOR LIABILITIES RELATED TO INFRINGEMENT ON THIRD PARTY RIGHTS DUE TO NEGLIGENCE ON THE PART OF Simpleview, IN WHICH CASE NO LIMITATION ON LIABILITY SHALL EXIST.

9. Term and Termination

The Initial Term of the Agreement shall begin on the Effective Date of the Agreement and end on October 31, 2026. At the end of the Initial Term, Client and Simpleview shall negotiate terms to a new agreement for continued use of applications and services.

In the event Client chooses not to negotiate terms to a new agreement but does not terminate service, this Agreement will continue on a month-to-month basis, at a plus ten percent (+10%) per annum growth rate from the effective date of the expiring term, billed monthly for up to six months, at which time services will cease.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

If either party or its respective directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. If such a protective order is not obtained, the party

required to make such disclosure shall disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than two years after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona.

12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Arbitration

Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, following the Rules and Procedures of the American Arbitration Association, by a mutually acceptable arbitration organization in Tucson, AZ. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Taxes

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview's net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with this Agreement.

12.10 Data

Notwithstanding anything to the contrary contained in previous Agreements, Aggregated Data shall be a defined term and Client accepts as acknowledgment that Simpleview collects, logs, and aggregates data derived from Client's usage as part of the normal operation of the products and services ("Aggregated Data"). Aggregated Data is anonymized and as such is not considered customer data. Simpleview shall own sole rights to use of the Aggregated Data for any business purpose during or after the term of the Agreements, subject to compliance with applicable data protection and privacy law.

12.11 Accessibility

While Simpleview will encourage and support clients in their efforts to meet guidelines, website accessibility implementation completed by Simpleview does not cover accessibility issues introduced by third party scripts or forms, and client generated content. Simpleview provides no warranties or indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview, LLC
8950 N. Oracle Road
Tucson, AZ 85704

Authorized Signature

Warren County Tourism Department
1340 State Route 9
Lake George, NY 12845

By: Scott Meredith Date: July 25, 2023
Head of Contracts & Procurement

By: W. B. Mylch Date: 7/21/23

Exhibits

- A – Simpleview Services
- B – Additional Services
- C – Fee Schedule

Approved as to Form

Steph... 7/20/2023
Warren County Attorney

EXHIBIT A
WEBSITE SERVICES

Website Design Services	One-Time Fees	Annual Licensing Fee
Mobile-First Sitemap Research, Consultation, Findings Report & Presentation, Content Roadmap/Content Needs Plan and Advanced Sitemap Preparation and Implementation	\$6,000	-
Mobile-First Design Strategy, Usability & Design Development	\$25,000	-
Strategic Planning & Ideation	Included	-
Discovery Session	Included	-
Digital Style Guide	Included	-
High Fidelity Prototypes	Included	-
Interaction Design & Development	Included	-
CMS Development Assets	Included	-
Existing Website Content Collection & Data Migration and New Website Page Creation	\$4,000	-
SEO Site Transition Program (301 redirects, Google Analytics, Tag Manager & Search Console configuration & implementation, XML Sitemap Implementation, etc.)	\$4,500	-
Website Development Core Engagement (Simpleview CMS)		
Navigation & Content Management (Simpleview CMS)	-	Included
All Ongoing CMS Platform Point Updates and Version Upgrades	-	Included
All Ongoing Website Security Updates, Code Fixes, Browser Update Support, API Change Support	-	Included
Homepage Slideshow & Interior Header Management (Image & Video)	-	Included
Metatag Management	-	Included
Redirect Module	-	Included
Articles Module (Includes One Feed; \$500 One-Time/Additional Feed)	-	Included
Content Ownership	-	Included
RSS Feeds	-	Included
Template Generator	-	Included
Site Search	-	Included
Hosting and Sitewide SSL Certificate	-	Included
Code Editor (CSS, Template & Javascript Code Overwrite Capabilities)	-	Included
Responsive GEO Triggers (Listings, Coupons, Events)	-	Included
App Smart Banner	-	Included
Add This Social Sharing	-	Included
Schema.org and Open Graph Tagging Capabilities	-	Included
Quality Assurance Testing	-	Included
Staff Training	-	Included
Access to Client Portal (Ticketing System, Documentation, Webinars, User Forum)	-	Included
Additional CMS Modules & Integrations		
Form Builder	-	Included
Partner Listings/Directories & Landing Pages	-	Included
Calendar of Events	-	Included
Blog Module	-	Included
Highlights Module	-	Included

Announcements Module (Crisis/Emergency Banner, Weather/Traffic Alerts, Promotions)	-	Included
Google Maps & Translate Integrations	-	Included
Social Integrations		
Owned Social Channels (Instagram, YouTube, Twitter, Facebook) Content Streaming Hubs/Galleries	-	Included
Website Database		
Simpleview CRM Base-Level Licensing	-	Included
Member/Partner (Local Businesses, e.g. hotels, restaurants, attractions) Accounts, Contacts, Listings and Leisure Events Database	-	Included
PR/Media Module	-	Included
Member/Partner Extranet/Online Portal	-	Included
Consumer/Visitor Inquiries Database	-	Included
Totals	\$39,500	\$29,500

Our hourly fee for change requests and training is \$150 per hour (\$125 per hour with a simpleSupport plan). Upon launch of the live site, Client will have thirty (30) days to review the site and provide a written change list to Simpleview for minor modifications within the scope of the original proposal. Any change requests or training requested after the 30-day period will be billed in quarter hour increments on a monthly basis and charged to the simpleSupport plan.

Features

SimpleSupport allows you to bundle account planning, creative work, website development and future maintenance and support needs under one umbrella for simple budgeting all while taking advantage of a discounted hourly rate. Your SimpleSupport plan will also provide extra value offers and incentives to help stretch your marketing budget further. Rollover hours can be used or saved for larger initiatives, work orders or new modules and any unused hours can be rolled over to the next year's SimpleSupport plan, if contracted.

Specifications

This SimpleSupport plan includes the following:

- 60 Support Hours per Year (5 Support hours per month)
- \$125 hourly rate (vs. \$150/hour standard hourly rate)
- Monthly Planning call with Account Manager
- Access to Ticketing System
- Access to User Forum

Cost Summary

SimpleSupport 5	
Monthly Cost	\$625
Total Annual Cost	\$7,500

Support hours can be applied to new work orders by request. Should all support hours be utilized, a separate invoice will be generated at our prevailing hourly rates to cover those costs, or you can move to the next level of SimpleSupport. This SimpleSupport plan will renew at the end of the defined term for another 36 months unless written notice is provided no later than 30-days prior to the effective end date.

At the time of renewal, any unused hours from the previous term will roll over. Simpleview will offer up to a 60-day grace period from the expiration date of a SimpleSupport plan for any customer who does not renew – any required support will be billed at the \$150/hour standard rate until a new agreement is in place at which point Simpleview will retro back the billing to the SimpleSupport rate of \$125/hour. If the grace period ends and a new SimpleSupport plan hasn't been approved, any unused hours would then be forfeited by the client.

EXHIBIT C
FEE SCHEDULE

PAYMENT SCHEDULE	
Portion of One-Time Fees Invoiced on Effective Date of Agreement and Due in Thirty Days.	\$19,750
Remaining Portion of One-Time Fees Invoiced on November 1, 2023, and Due in Thirty days of Creation	\$19,750
Initial Annual Licensing and simpleSupport Plan Fees Invoiced on November 1, 2023, and Due in Thirty Days	\$37,000
Licensing and simpleSupport Plan Fees Invoiced on Each Subsequent November 1st for Duration of Agreement. Each Respective Invoice is Due in Thirty Days of Creation.	\$37,000 per Year



Invoice

Date	10/16/2025	Invoice #	216503
Terms	Net 30	Due Date	11/15/2025
P.O. Number:			

Payments via check can be directed to:
 Granicus LLC
 Dept #880806
 PO Box 29650
 Phoenix, AZ 85038-9650

Payments via ACH can be directed to:
 Bank Name: JPMorgan Chase Bank
 Account Name: Granicus, LLC
 Routing #: 102001017
 Account #: 678717375

Bill To	Sold To
Warren County Tourism Department 1340 State Route 9 Lake George NY 12845 United States	Warren County Tourism Department 1340 State Route 9 Lake George NY 12845 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
CMS PLATFORM: Tier 1 - Low Traffic	11/01/2025	10/31/2026	0.00%	\$0.00	\$10,500.00
CMS-CORE: Calendar of Events	11/01/2025	10/31/2026	0.00%	\$0.00	\$2,500.00
CMS-CORE: Form Integration	11/01/2025	10/31/2026	0.00%	\$0.00	\$2,000.00
CMS-CORE: Partner Listings	11/01/2025	10/31/2026	0.00%	\$0.00	\$3,000.00
CMS-CUSTOM: Licensing Custom	11/01/2025	10/31/2026	0.00%	\$0.00	\$1,601.01
CMS-CUSTOM: Licensing Custom	11/01/2025	10/31/2026	0.00%	\$0.00	\$500.00
CMS-INTEGRATION: Google Maps	11/01/2025	10/31/2026	0.00%	\$0.00	\$2,500.00
CMS-INTEGRATION: Google Translate	11/01/2025	10/31/2026	0.00%	\$0.00	\$500.00
CMS-MODULE: Blog	11/01/2025	10/31/2026	0.00%	\$0.00	\$2,000.00
CMS-SIMPLESUPPORT: Plan 5	11/01/2025	10/31/2026	0.00%	\$0.00	\$7,500.00
CRM PLATFORM: Licensing Tier 1 - Per User	11/01/2025	10/31/2026	0.00%	\$0.00	\$2,400.00
DM-SOCIAL: Curator.io	11/01/2025	10/31/2026	0.00%	\$0.00	\$3,600.00

Subtotal	\$38,601.01
Tax Total	\$0.00
Total	\$38,601.01
Amount Paid	\$0.00
Amount Due	\$38,601.01 USD

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
AudioEye: Initial Setup	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
AudioEye License - Simpleview CMS + Standard Traffic	01 Jan 2026 - 31 Oct 2026	Annual	1 Each	\$6,000.00	\$5,000.00
SUBTOTAL:				\$6,000.00	\$5,000.00

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

FUTURE YEAR PRICING

Solution(s)	Period of Performance
	Year 2
AudioEye License - Simpleview CMS + Standard Traffic	\$6,000.00
SUBTOTAL:	\$6,000.00

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
 : [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
AudioEye License - Simpleview CMS + Standard Traffic	<p>Every user that visits your websites deserves equitable access to your digital content. Web accessibility standards ensure content can be easily accessed by all users. We believe that is important, too. That is why Simpleview, the industry leader in DMO technologies, has partnered with AudioEye, a leader in automated web accessibility and remediation. This partnership will help you align your website with the latest compliance standards. AudioEye delivers the most comprehensive suite of accessibility tests and fixes, drawing from the largest pool of accessibility test data and informed by real assistive technology users with disabilities.</p> <p>AudioEye® is the only solution that provides accessible and compliant websites at a fraction of the cost of testing platforms and consulting services:</p> <ul style="list-style-type: none"> • Providing industry-leading automated fixes built right in • U.S.-based accessibility experts audit your content and build custom fixes to make your site more accessible • Active Monitoring finds issues and fixes content in real time for every user <p>An accessible website drives discoverability and engagement while reducing legal compliance risk and poor user experience.</p>
AudioEye: Initial Setup	<p>The AudioEye code and Visual Toolkit will be installed and configured on your site. Users will immediately be able to use the Toolkit and AudioEye's remediation process will begin on the back-end right away.</p>

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Tourism Department

SIGNED: Heather Bagshaw, Tourism Director

DATE: 11/05/2025

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.6417.0001 130	Tourism/Salaries - Part Time	A.6417.0001 860	Tourism - Hospitalization	\$1,028.33

Please state reason for transfers requested: Hospitalization is currently overbudget by \$1,028.33. This often occurs when there is a change in insurance selections from year to year.

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. 10

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

DEPARTMENT NAME: Tourism Department

SIGNED: Heather Bagshaw, Tourism Director

DATE: 11/05/2025

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.6417.0001 130	Tourism/Salaries - Part Time	A.6417.0001 20	Tourism - Overtime	\$1,000.00

Please state reason for transfers requested: To cover overtime expenses for the remainder of 2025

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.