

**AGREEMENT**

**PARTIES**

**Essex County**

7551 Court Street, P.O. Box 217, Elizabethtown, NY 12932

**Contractor: Regional Office of Sustainable Tourism (ROOST)**  
**Lake Placid Convention and Visitor's Bureau**  
2610 Main Street, Suite 2, Lake Placid, NY 12946

**DATE: April 1, 2015**

**WITNESSETH:**

**1. WORK/SERVICES TO BE FURNISHED**

Contractor agrees to provide, perform and furnish to Essex County the work, labor, services, material and/or equipment more fully described and set forth in Appendix A annexed hereto and made a part hereof.

**2. CONTRACT PRICE**

Contractor agrees to accept, and Essex County agrees to pay to Contractor, the contract price set forth in Appendix B annexed hereto and made a part hereof.

**3. CONTRACT TERM**

The term of this agreement is from April 1, 2015 through March 31, 2016.

**4. CONTRACT TERMS & CONDITIONS**

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

- ☒ Insurance Requirements – Appendix C  
☒ Essex County Standard Clauses – Appendix D

**5. NOTICES**

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

**6. ENTIRE AGREEMENT**

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

**7. EXECUTION IN COUNTERPARTS**

This agreement may be executed in counterparts, and when so executed the same shall be effective to the same extent as though the parties had signed the same document.

**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

**ESSEX COUNTY**

By: 

Daniel L. Palmer, County Manager

**REGIONAL OFFICE OF SUSTAINABLE TOURISM,  
LAKE PLACID CONVENTION AND VISITOR'S BUREAU,**

By: 

James McKenna

**APPENDIX A**  
**DESCRIPTION OF SERVICES**

1. The Contractor warrants, covenants and represents that it has the staff, experience and qualifications to provide and perform professional publicity, promotion and advertising services for and on behalf of Essex County (County) for the purpose of publicizing the advantages of the County pursuant to subdivision fourteen of section two hundred twenty-four of the County Law, and the County desires to retain the Contractor to perform such services upon the terms and conditions herein contained.
2. The County hereby hires, retains and engages the Contractor to provide and perform professional publicity, promotion and advertising services for and on behalf of County for the purpose of publicizing the advantages of the County pursuant to subdivision fourteen of section two hundred twenty-four of the County Law, said services to include but not be limited to:
  - (a) advertising, phone calls, mailings, internet, public relations, marketing and other types of solicitations, contacts and endeavors;
  - (b) solicitation and securing of group and convention business, as well as tourism in general, within the area of the Essex County;
  - (c) advance planning and other assistance to groups and/or conventions considering conducting their group or convention business in and/or nearby the Essex County;
  - (d) provision of service, assistance and advice to all visitors utilizing visitor oriented facilities within Essex County;
  - (e) promotion of Essex County and its visitor oriented enterprises by implementing strategic marketing plans prepared by the Contractor and approved by the County's Board of Supervisors as hereinafter provided;
  - (f) coordinating, encouraging and generating activities, efforts and the exchange of information from and among the various motels, hotels, restaurants, commercial businesses, and/or tourist attractions (including but not limited to the natural attractions within the portion of the Adirondack Park lying within the County), as well as the promotion of visitor business opportunities within Essex County; and
  - (g) development of advertising and marketing programs, and the scheduling and placement thereof.
3. All staff and personnel hired or employed by the Contractor shall be employees of the Contractor and not of Essex County, and said employees shall be solely and exclusively under the control and direction of the Contractor. The Contractor agrees that at its own cost and expense it will procure and keep in full force and effect policies for workers' compensation for all such employees, and shall fully comply with all provisions of the Labor Law and the Workers' Compensation laws of the State of New York applicable to it and its employees at all times during the term of this Agreement.
4. This Agreement is not intended to create, nor shall it be construed as creating a joint venture or partnership.
5. The Contractor warrants, covenants and agrees that:
  - (a) all expenditures and disbursements of the funds paid to the Contractor by the County under this agreement shall only be made for the purposes set forth in an approved strategic marketing plan and/or as approved by the

- County;
- (b) it shall maintain each of the types/sources of funds provided under this contract in a separate bank account from which all expenditures shall be made; and
  - (c) it shall provide to the County true and complete copies of any and all audits secured by the Contractor during the term of this Agreement;
  - (d) it shall secure and maintain proper and sufficient documentation substantiating its uses and expenditures of the funds provided herein consistent with the financial and auditing practices and procedures utilized by the County, and that all such documentation shall be made available to the County, or its designated representatives, at any time during the term of this Agreement upon request;
  - (e) it shall provide a monthly written expenditure report in such form and content as the County may require, separately detailing the specific expenditures of each type/source of contract funds;
  - (f) it shall provide regular performance reports to the County, at least monthly, said report to be in the nature of a narrative of the progress of all marketing programs to date, an outline of all marketing program objectives for the future, and statements as to the financial aspects of past, present and future marketing programs;
  - (g) it shall submit an annual written report to the County no later than December 1, 2015, setting forth in detail a narrative statement of the Contractor's performance of its obligations and duties pursuant to this Agreement, as well as a reasonable estimate of the financial impact of the Contractor's performance and the benefits derived by Essex County and its citizens, selected copies of advertisements and literature evidencing the work product of the Contractor over the preceding months, and any other information requested by the County;
  - (h) it shall furnish to the County documentation of all expenditures to third parties for work, materials and services which are paid or reimbursed out of the County funds furnished under this agreement; and
  - (i) it shall provide the County with an annual audited financial statement not later than November 1, 2015; and
  - (j) no promotional or marketing activities, efforts or publications paid in whole or in part with funds furnished under this agreement shall in any way discriminate or differentiate between persons/entities which are members of the Contractor from those which are not members, or otherwise favor one such group over the other, solely by reason of their membership status; however, nothing shall prohibit the Contractor from offering or providing different or improved advertising for its members as long as (1) the cost attributable to such different/improved advertising is paid for from its non-County membership funds and (2) non-members are given the same opportunity to purchase either the same such different/improved advertising or substantially equal different/improved advertising at the same or substantially the same pro-rata cost.

6. The County hereby designates the County Manager to serve as its' liaison with the Contractor.

7. The County shall have the right to audit all of the books and records of the Contractor relating to the uses and expenditures of funds provided by this Agreement at

any time, upon reasonable notice to the Contractor. The Contractor agrees to cooperate and comply fully with all such audits and/or requests by the County for information and/or documentation.

8. The Contractor agrees that it shall not assign, transfer, convey or otherwise dispose of any rights, interests or contractual obligations of the Contractor to the County provided for in this Agreement, including but not limited to the use and expenditure of the I Love New York grant funds, without the express prior written consent of the County. This provision shall not be construed to prevent the Contractor from delegating certain promotional functions to third party subcontractors; provided, however, that the Contractor shall be solely responsible for the payment thereof and for the satisfactory performances of such subcontractors, and shall defend, indemnify and hold harmless the County from and against any and all claims, losses, damages, judgments, etc. arising out of the Contractor's arrangements with such subcontractors, including but not limited to claims, etc. of said subcontractors, the Contractor and/or third parties.

9. The Contractor warrants, covenants and represents that:

- (a) it is aware of and familiar with the provisions of the Essex County Ethics Local Law No. 6 for 2010, a copy of which has been provided to the contractor; and
- (b) at no time during the term of this Agreement shall it knowingly permit or allow performance of its services for the County under this Agreement to involve any violation of said statutory provisions or of the Code of Ethics; and
- (c) it shall fully comply with all other general and special laws and regulations of the State of New York, as well as with all local laws and resolutions of the County, applicable to the services to be performed by the Contractor under this agreement.

10. The County's Board of Supervisors shall appoint an Advisory Committee pursuant to the provisions of §15 of Local Law No. 3 of 1999 and Local Law No. 3 of 2005, said Advisory Committee to advise and recommend expenditure of the revenues generated by and pursuant to said local law for the purpose of publicizing the advantages of the County pursuant to subdivision fourteen of section two hundred twenty-four of the County Law and said local law. Said Advisory Committee shall review proposed strategic marketing plans, budgets, programs and promotion/marketing activities developed by the Contractor and furnish advice and recommendations to the County Manager regarding the same, with the County Manager reporting such information to the County's Economic Development/Planning/Publicity Committee at the time of or prior to said Committee's review and consideration of any proposed strategic marketing plan, budgets, programs, and promotion/marketing activities, as well as prior to any and all changes thereto.

11. It is understood and agreed by the parties that all services to be provided and furnished by the Contractor, and all purchases of media advertising and of publicity, advertising, marketing, sales and promotional materials, shall be in accordance and compliance with a strategic marketing plan(s) and budget(s) prepared by the Contractor and submitted to the County and approved by County's Board of Supervisors. All strategic marketing plans shall provide in detail the following information:

- (a) the publicity, advertising, marketing, sales and promotional efforts to be conducted by the Contractor during the period for which such proposed plan has been developed, together with the names of any contractors with whom or which the Contractor intends to contract for work, labor, services,

- products, etc.; and
- (b) the proposed budget for such plan, the same to comply with paragraph 12 below.

The initial draft budget and marketing plan shall be presented by the Contractor to Director, the Advisory Committee and the Board of Supervisors no later than September 1<sup>st</sup> in the year immediately preceding the implementation of such budget and plan.

12. The budget prepared by the Contractor shall be divided among the types/sources of funds furnished under this agreement (see Schedule B), and for each type/source of funds the budget shall contain detailed and specific line item expenditures by marketing segment and program as may be required by the County.

13. Upon approval by County's Board of Supervisors of such strategic marketing plan(s) and budget(s), the Contractor shall

- (a) implement and carry out the same; and
- (b) at all times cooperate with the County and the County Manager, and keep the same informed of the Contractor's efforts to carry out the approved marketing plan(s) and budget(s).

14. The Contractor shall not allow or permit any third party to use in any manner whatsoever the name and/or logo of the County, or of any County Department or Agency.

15. Contractor acknowledges that a substantial portion of the funds furnished by the County under this agreement are derived from Essex County Room Occupancy Tax revenues pursuant to Essex County Local Laws No. 3 of 1999 and No. 3 of 2005, and the Contractor warrants, covenants and agrees to:

- (a) fully comply with all applicable provisions of said local law relative to the use and expenditure of said revenues, and
- (b) endeavor to expend said revenues in a manner reasonably intended to publicize the areas within the County pursuant to the strategic marketing plans and budgets as approved by the County's Board of Supervisors; and
- (c) defend, indemnify and hold harmless the County from and against any and all losses and/or claims arising out of the Contractor's use and expenditure of said revenues and/or the Contractor's activities in connection therewith.

16. Notwithstanding any other provision of this agreement, the County may terminate this agreement and/or enter into other contracts with third persons or parties to publicize the advantages of the County pursuant to subdivision fourteen of section two hundred twenty-four of the County Law, such other contracts to be paid from revenues derived from Local Law No. 3 of 1999, in the event that the Contractor

- (a) dissolves, or
- (b) ceases to adequately perform this contract in the determination of the County's Board of Supervisors after public hearing.

17. Notwithstanding any other provision of this agreement, the Contractor agrees to comply with the following PERFORMANCE MEASURES:

A. Return on Investment Requirement: Contractor shall meet the County's Return On Investment ("ROI") ratio of 65:1 to 70:1 annually (\$65-70 of direct visitor expenditure for every \$1 invested by the County) as calculated in accordance with the

methodology set forth in Exhibit A. In the event Contractor fails to meet the ROI requirement, Contractor will be placed on contract review for the following year. If Contractor fails to meet these ROI requirement the subsequent year, the County may cancel this Agreement.

B. Performance Measures: Contractor shall track and report to the County progress toward achieving the following performance measures. These measures will be used to calculate the total economic expenditure for inclusion in the ROI formula:

<b><u>Performance Measures</u></b>	<b><u>Tracking Mechanisms</u></b>	<b><u>Target</u></b>
1. ROI* (total direct expenditures + \$ invested)	ROI formula	65:1 to 70:1
2. Leisure inquiries converted (consumer and trade)	Conversion Analysis	Determined by Contractor via marketing plan  Supported by research rationale
3. Coop Resources Raised (in kind, marketing, alliances)	Contractor tracking	25% of total marketing budget
4. Media Coverage (scope, demographics, reach)	Verifiable In-house Research	Determined by Contractor
5. Overhead Expenditures	Contractor budget	<30%

\*contacts (inquiries) x conversion% x average daily spending x average room nights = ROI.

C. Non-Municipal Funding. In addition to the Basic Compensation provided by the County pursuant to this Agreement, the Contractor's annual income consists of funds or in-kind donations from private sources and non-municipal sources. The performance of the Contractor in soliciting such additions to its income shall be measured by comparison of the amounts collected during the contract period with the goal amount set forth in the Work Plan for the appropriate year. For purposes of this Agreement, the term "co-op resources" means the revenue enhancers or expense reducers that directly or indirectly improve the Contractor's budget in pursuit of the performance goals contained in this Agreement. In order to be counted, such must be applied to Convention Center and/or Tourism marketing activities.

D. Performance Indicators. The Contractor will track the performance indicators (see below) and calculate an Average Daily Expenditure ("ADE") for the following segments: Convention center, non-center, sports, film, group tour and leisure. ADE will be calculated for overnight visitors only. These results will be used by Contractor to calculate their ROI ratios.

<b><u>Performance Indicators</u></b>	<b><u>Tracking Mechanisms</u></b>
1. Economic Impact of Tourism	Visitor Profile
2. Bed tax Collection	County Records

- |                          |                                 |
|--------------------------|---------------------------------|
| 3. Length of Stay        | Visitor Profile                 |
| 4. Per-party expenditure | Visitor Profile                 |
| 5. Attraction Attendance | Compilation of Industry Records |

The Contractor will report the results of tracking these performance indicators on at least an annual basis, and on a more frequent basis as determined by the Director, to the County. The Contractor also shall furnish information in form and content as determined by the Director and/or the Board of Supervisors.

E. The Contractor shall meet the County's return on investment (ROI, ratio of 65:1 to 70:1 of direct visitor expenditure for every dollar invested by the County). In the event the Contractor fails to meet these ROI requirements, Contractor will be placed on a contract review for the following year. If Contractor fails to meet these ROI requirements in the subsequent year, the County may elect not to further contract.



# 2015 **DRAFT** Strategic Sales & Marketing Plan

Prepared for: The Regional Office of Sustainable Tourism

Prepared by: Carol Joannette, Vice President

Sunday, November 9, 2014



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# Executive Summary

## Introduction and Overview

The Regional Office of Sustainable Tourism writes this Plan in a format that will provide a framework to steer all the functions the organization engages in.

Our goal is to develop a strategic plan that encompasses the marketing plan; a total document that would outline why a project is committed to, what the objectives of the project are and how we measure success.

## Mission

The Regional Office of Sustainable Tourism/Lake Placid CVB is the destination marketing organization of Lake Placid and Essex County leading economic growth through tourism.

## Vision

Our vision is to enrich the lives of visitors and residents alike by engineering a tourism economy which will sustain itself over time; economically, socially, and environmentally.

## Operational Imperatives

1. The Regional Office of Sustainable Tourism/ Lake Placid CVB adheres to the highest professional standards in all its actions.
2. The CVB holds itself accountable for achieving its mission and objectives.
3. The CVB's efforts and decisions will be responsive to market conditions, research data and cost/benefit analyses.
4. The CVB takes a leadership role in pursuit of its mission.
5. The CVB recognizes which constituent groups represent its customers, partners, and beneficiaries; and responds to their needs and expectations accordingly.

Customers = visitors, travel trade, and planners

Partners = hospitality industry, governments and business

Beneficiaries = the communities of Essex County

6. The CVB expands existing markets, while taking advantage of new market opportunities for Essex County.
7. The CVB primarily maintains a long-term, strategic marketing focus; and partners with others to respond to short-term marketing opportunities.
8. The CVB's primary marketing responsibility is to pursue market segments (individual and group) that will produce the best ROI.
9. The CVB creates a fully integrated marketing plan and measures R.O.I. annually and reports on a three-year rolling average.
10. The CVB will lead the destination master planning effort that is consistent with its mission, imperatives and objectives.

The CVB tracks and communicates the results of its efforts on the basis of the following:

#### **Performance Measures**

*(Mechanisms over which the CVB has complete control that, when targets are applied, determine the CVB's success.)*

- Return on Investment (ROI)
- Inquiries converted
- Cooperative resources generated
- Bookings (convention, event, tour)
- Booked room nights vs. actual
- Group leads converted
- % overhead expenses
- Media (reach, quality, volume)
- Social Media followers & fans
- Website Analytics

#### **Performance Indicators**

*(Mechanisms that determine the success of the tourism industry within a given destination and "indicate" the impact of the CVB's efforts.)*

- Economic impact of tourism
- Occupancy
- Occupancy tax collections
- Sales tax collections
- Length of stay
- Per person expenditures
- Attraction attendance

11. The CVB will lead cooperative marketing initiatives that are consistent with the mission imperatives, market segments and brand within existing budget constraints.



### **Program Goals**

The three main focal points to all office programming are as follows:

- 1.) Help the community of Lake Placid reach an 11-month economy through tourism
- 2.) Help the surrounding communities a.) establish a tourism destination economy b.) help attract private tourism investment.
- 3.) Continue to be a local advocate for tourism issues.

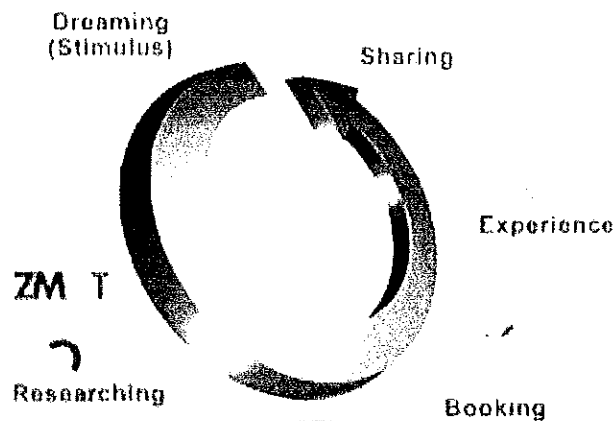
# Draft Plan

## Current Trends

Over the course of the year, slight changes have occurred in the ways consumers research travel plans. Our office is well poised to manage many of these changes as we have undertaken steps to help meet those needs.

Web-based marketing strategies will continue to dominate ROOST's programs for Essex County in 2015 and beyond. Programs will continue to follow the ZMOT process the consumer follows in regard to travel planning.

## Zero Moment of Truth and the 5 Stages of Travel



### <sup>1</sup>4 steps of leisure travel marketing:

*There is a basic process that every marketer tries to lead the consumer through; the purpose of which, is to build brand loyalty and increase sales. No matter what you're selling, the steps are all the same: awareness, evaluation, trial and loyalty.*

The graphic to the left represents the cyclical nature of the leisure travel marketing process and is a representation of the current body of work executed by our office.

However, there are a variety of new factors that will impact the types of work that our staff will engage in.

<sup>1</sup> <http://www.zeromomentoftruth.com>

## Video

*"YouTube: 71% of travel searches on YouTube are for specific destinations, trumping search at 58%."*

Although our office was able to generate 26 new videos to the various regional YouTube Channels, it is imperative moving into 2015 that we generate more video clips to reach the second largest search audience on the internet.

There is a change in the way that consumers are interacting with brands - they are tuning out. This isn't anything new; TV experienced the development of devices like TiVo and even now the CEO of Netflix has publicly made the statement that broadcast TV will be dead in 16 years.

*If you checked Nielsen Ratings, you'd think that the only people watching TV were age 54 and older (and you'd be right), and that Millennials are a black hole of immeasurable Internet content consumption—that is, until Nielsen starts measuring Netflix traffic next month.<sup>2</sup>*

According to a Morgan Stanley survey between 2002 and 2012 there was a 50% collapse in TV viewership.

What are the implications for a DMO that has never had the budget to reach an expensive TV audience? Now, with the market focusing on YouTube and other video streaming devices, we have a relatively inexpensive opportunity to reach a broader and targeted audience.

## Mobile

*"50% of all travel-related searches are now on mobile."*

This trend is just going to continue to grow and portable devices will change in size.... this only leads to the necessity to modify any existing websites to an agile/responsive platform.

But, it also has fairly far-reaching implications for the need of printed collateral materials. Our office has been saying for a while, that printed pieces are becoming a thing of the past, but this change in consumer behavior will impact future delivery systems of information.

## Social

*"Pinterest: resonates as a visual bookmark which has key impact during dreaming stage."*

There are continued changes in the social media scene as well. In 2013 Google was strongly indicating that advertisers had to be on Google+ and even went so far as linking YouTube commenting to Google+ accounts... Early in 2014 Vic Gundotra, the head of Google+, suddenly announced his departure from Google. Vic had been the main Google

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<sup>2</sup> via Betabeat 2014

employee behind Google+ integration and strategy. Upon his departure in April, it became apparent that search results would no longer be linked to the social network indicating Google was backing away from their Google+ social strategy.

What this means in the long-run is that Google is no longer forcing brands to use Google+ to reach an audience of followers however, they still firmly hold that brands should build their own social following. (See chart on following page)

But, building a social following is not the whole sum of the expectations - Google is getting behind a dynamic shift in overall communication between advertisers and potential consumers.

Each business is encouraged to start thinking like a publisher:

*The story must be the foreground, the destination is the background. There's nothing unique about eating out, a nice glass of wine, a swimming pool. Golfers already know where the golf courses are. - Shaun Aukland, Google*

This message is being reinforced by others in the industry:

*Advanced analytics, custom audiences, lookalike, tracking pixels, using your own mailing list: tools are your friends. "Spray & Pray approach won't work." - David Fluegge, Colorado Tourism*

*"Native beats banner." - Jessica Cox, MMGY Global*

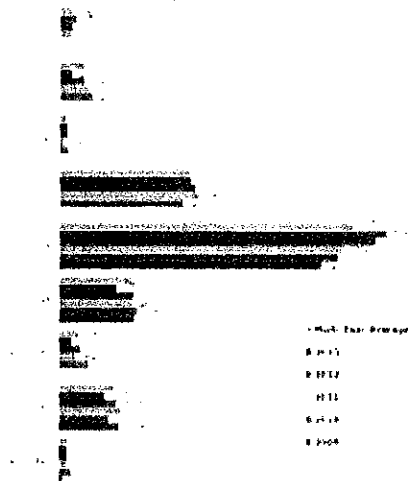
The overall message is to build an audience and communicate with them - not advertise to them.

# Leisure Travel & Events

## INFLUENCE TO VISIT

For each respondent, we asked them what influenced their visit to the region. The top three most influential factors were: 1. Word of mouth (Friend/Family), 2. Social media, and 3. Direct mailings. The top three most influential factors were: 1. Word of mouth (Friend/Family), 2. Social media, and 3. Direct mailings.

Figure 3: What Influenced Decision to Visit



## Dreaming

Third party validation is important when it comes from trusted sources. 3 Word of mouth (Friend/Family) continues to be the number two influencer for visitation in the region. But, this isn't new or surprising, it has just been hard for marketers to impact. But, this is changing.

Now, with the prevalence of social media platforms, our office can be part of the conversation with our followers, and potentially influence their followers.

Prioritization of social media will continue to grow within our office. In 2014, all staff was expected to post, like, comment on and share work- related content on their personal social network accounts. That will continue this year.

The dreaming phase is also impacted through our PR efforts. The communications team will continue to cultivate relationships with media of all types but more focus will be placed on bloggers.

Traditional public relations has changed along with the media landscape to include - and in many cases prioritize - online

media. 2015 will see an increased effort to focus on online influencers from traditional media to bloggers. This year, the communications program will include the addition of paid influencer campaigns that will take advantage of the potential network amplification resulting from collaboration with online influencers. Our office will also continue to engage in broadcast emails to our list of 48,529<sup>4</sup> email subscribers. As can be noted in the chart above, repeat visitation is the number 1 driver of traffic to the region and continuing our communication to these subscribers remains a priority.

<sup>4</sup> As of October 2014

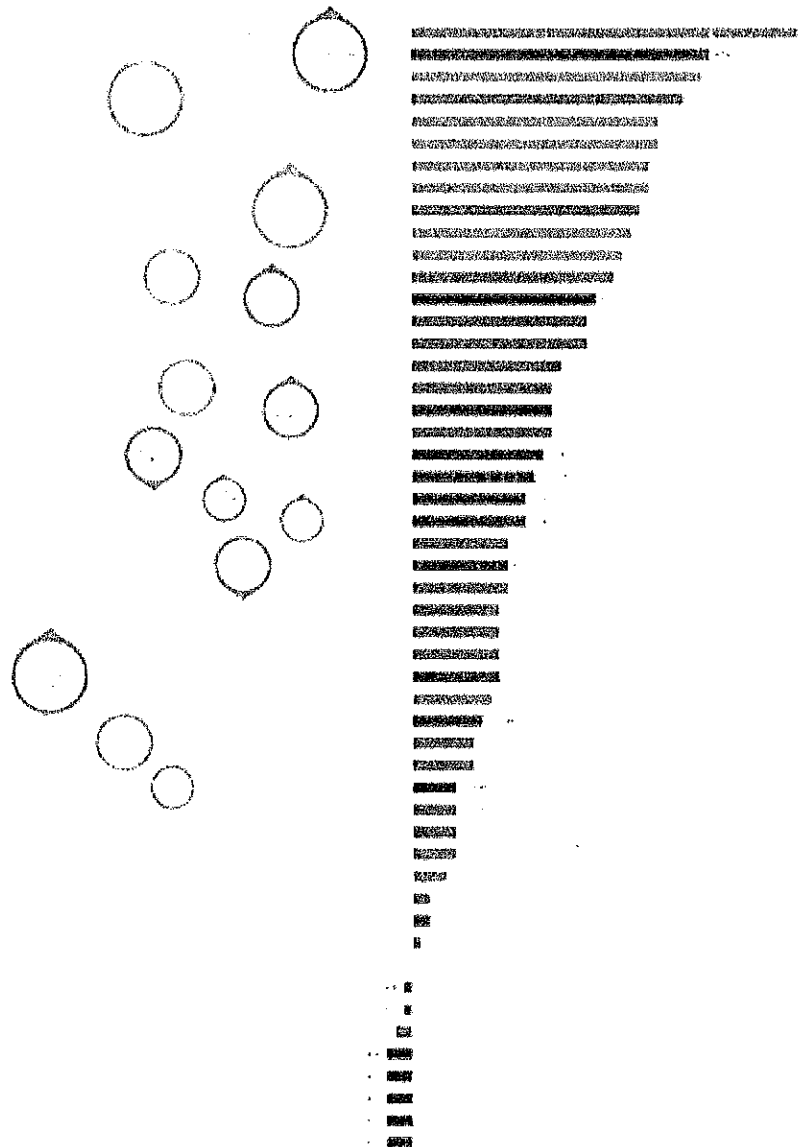


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## **ZMOT**

The Zero Moment of Truth represents the moment when the consumer engages in the research and travel planning. A large portion of our web-based marketing strategies focus on ensuring that our information can be found during the research phase. Staff engage in many activities that impact our website(s) ranking in search.

### **Database Entry**

Our office maintains a database of all known travel-related businesses in the region. Many of these businesses pay for enhanced listings on some of our site(s) to increase their visibility in our marketing programs. But this enhanced listing content creates a symbiotic relationship: the increased content; text, photos, videos all work to help raise the website in search engine rankings.

In 2014 we hired a new staff person who will have a dual responsibility of selling ads and increasing content on the site in relation to business listings. Adding new listings, updating old, increasing keyword placement and linkages will all be important tasks focused upon by this staff person.

In addition to the business listings, our office will continue to prioritize the content on the site for publicly owned locations and activities: i.e.: hikes, biking loops, etc. This content has a huge impact to the site search ranking, but it remains imperative that we update this content to keep it fresh and reindexed by the search engines.

### **Keyword Strategy**

For each website, we employ a keyword strategy. Each region has specific activities that they want to grow. Our office can support these efforts by increasing site traffic based on specific keywords. These words or phrases are used to reference individual pages on the site. When the search engines crawl the site, they analyze the relationship of the keywords to the individual pages which in turn increases the page rank for those specific keywords.

This strategy will continually be refined by site as we review site analytics through the appropriate seasons.

### **Blogging**

2014 saw a large uptick in our in-house blogging efforts. In 2015, this program will be strengthened and refined. The blog posts themselves are important (an indicator to search engines that our site is being continually updated), provide content for the email campaign, and internal linkage to the main content pages.

### **Website Content Updates**

Individual pages on the site are updated on a schedule related to seasonality and work calendar. The home page of each site is updated on a quarterly basis (for instance). The content of the home page is linked to the topics in our schedule for that quarter which helps the site with search ranking. Most main header pages are updated annually (some twice per year based on seasonality) and several internal pages are updated as well.

### **Press Releases**

The Communications department writes content in news release format for display on the destination sites. The releases can be about our monthly subjects or upcoming events, but the content is optimized for search. These releases can also be distributed via social media, and sent directly to media outlets and to online wire services as appropriate.

### **Photo and Video Updates**

On each website, we have the capacity to upload new photos and videos based on the seasonality and subject matter. This rich media provides additional search options.

In 2014, a staff photographer was hired to continue to generate much needed updated photography for all the regions of the county. We hired a sub contractor through the summer that developed a series of videos for each of the regions. New YouTube Channels were launched for each of the regions and linked through to the regional sites.

In September of 2014, we launched a new website for linking the Adirondacks together as a whole - AdirondacksUSA. This site comprised of a series of 360 degree photography linking various public and private locations together also links to the regional websites for more information creating a comprehensive network for the consumer to explore in the research phase of their planning process.

### **Event Promotion**

Events remain an important trip type for regional visitation. "Events" as a page category on the website(s) remains in the top 10 of visited pages of the site(s).

Our Events Manager maintains the database of region-wide events and then ensures that they are appropriately displayed on websites. Major events are supported through page development, photo libraries, header image, carousel images, etc. All of these tasks are engaged in to help the visitor find the event they are interested in and plan their travel accordingly.

### **SEO/SEM**

Search Engine Optimization has remained an integral part of the work we do to keep the site(s) functioning in the search engines appropriately and is an integral step to our content development plan.

Web promotions continue to be an important paid strategy in cultivating interest and broadening our marketing reach. We are focusing more on key markets, seasons and interests for each of the regions

## **Booking**

As we continue to discuss the steps of travel planning, our office is also assists consumers in the booking process. Not every region takes advantage of our online booking engine, and the success has been sporadic.



Our booking engine was developed due to the fact that the Olympic Regional Development Authority refused to pay hotels the commissions paid to third parties for booking. As a result, we were unable to promote ski packages which have been an important part of our winter marketing in the High Peaks and Whiteface Regions.

In 2014, ORDA switched gears in regard to hotel packaging - and started selling their lift tickets at a reduced rate via [liftopia.com](http://liftopia.com). Not only are they paying a third party a commission on these bookings, but are undermining the hotelier's discounted programs. The net result is that the hoteliers are no longer prioritizing ski packages since the consumer can find a lower rate via the [whiteface.com](http://whiteface.com) website.

Our office continues to promote hotel packages but has reverted to the AdkGetaways package delivery website. In 2015, we will continue to include packaged offerings in broadcast emails and through web pages but more focus will be given to encouraging lodging to create varied package offerings to appeal to a broader market.

## Experience

Customer experience is impacted by many factors that are out of our control. However, we have assessed what programs and actions we may take that would impact this step:

### 1. Destination Management

For several years our office has been touting the fact that destination development works hand in hand with marketing. Across the country, destination marketing organizations (DMOs) are recognizing that the future role of DMOs will be two-pronged: destination management and destination marketing. Some strides have been made in initiatives that support the destination master plan programs but more needs to be accomplished.

In 2014, our office worked with various communities to work through the Destination Workbooks - an integral part of the Northcountry Regional Economic Development Council funding.

In 2015, our office will continue to increase our efforts in gaining local support for infrastructure development, education regarding financial programs, and destination planning; each of these tasks are linked to an overall objective of Destination Management.

### 2. Visitor Services

Visitor service plays a critical role in providing a positive visitor experience within the region. Our office will continue to maintain the offices in Lake Placid, Crown Point and Saranac Lake as well as support the regional visitors centers in Wilmington, Schroon Lake and Ticonderoga.

### 3. Guidebook/Print

As mobile platforms become more prevalent, consumers are taking printed pieces less and less. In many instances, visitors in our visitors centers come and gather information on hikes/activities, but leave the brochures behind. We last printed an Essex county Guidebook in 2013 to last through the 2014 year.

In 2015, we will reproduce another guidebook, but will streamline the book and print enough to sustain us through two years. In addition, we will cooperatively produce Quarterly Adirondack Region travel teaser sheets - that will help in-region visitors by providing road less traveled ideas.

#### 4. Local Communications

In 2014, ROOST's corporate website was completely redesigned to provide a more comprehensive and streamlined online resource for our marketing partners.

Our office also implemented a region-wide email mechanism to disseminate information about trends, events, customer service protocols, marketing opportunities and other resources of importance to travel industry businesses throughout the Adirondacks.

Figure 4: Email Broadcasts



The screenshot above is from the Analytics profile for [SchroonLakeRegion.com](http://SchroonLakeRegion.com) - comparing visitation between Sept 14 - Nov 30 of 2014 compared to 2013. (Blue line is 2014 and yellow is 2013.) Each of the spikes in the graph represents a Tuesday when we distributed a broadcast email to our entire list. In the time-frame indicated above sessions on [SchroonLakeRegion.com](http://SchroonLakeRegion.com) is up 71.75% over 2013, Users are up 70.13% and Pageviews are up 31.01%.

We will continue to utilize this communications tool in 2015.

#### 5. Bridging marketing and destination management

In 2015, in addition to supporting the ongoing destination planning process for each of the regions, we will strive to arm local tourism-related businesses and organizations with strategies for social media participation that will further contribute to the success of our destinations.

### Sharing

Social networks have become an everyday way of life. Thus, the final step of the visitor booking process is in sharing their experiences (good and bad) with their network of friends, colleagues, and family. But these sharing moments can occur after their stay (when they are home from a trip) or during the trip, taking a photo and uploading it immediately.

A huge part of leveraging social media to communicate with visitors and potential visitors is not just to distribute our message, but to listen and to participate in visitors' conversations about our destinations. In 2015 our social media managers will continue to both monitor and engage our online networks in this way.



In 2015 our staff will also continue to promote our scheduled editorial topics via social networks in addition to garnering more friends, fans and followers. Each staff member will continue to play a role in promoting our destination website content by sharing and plussing pages on those sites.

Various online programs including paid social strategies will continue to be employed to distribute our messages to a broader, targeted audience.

# Conference Sales & Service

2014 was a formative year for the Conference Sales & Service team. We saw some staff changes, but the staff have become a comprehensive team in how they work together to overcome objections and increase interest to the decision makers in the meeting market.

## **Dreaming**

Just as in leisure travel, referral business is one of the major contributors to developing a strong client list. These third-party endorsements are integral in the entire sales booking process. There are also tasks the staff undertakes that can effect the dreaming phase:

### **Shows**

The sales staff will attend a variety of functions designed to meet prospective clients and earn their business. Pop-up booths and collateral material are parts of this introductory period.

### **Direct mail & eMails**

After this initial contact, our conference sales staff will develop a communications schedule to reach out to their client list via direct mail and email. The sales team will send out a follow up post card after their contact and will also develop a broadcast email topic schedule to continue to reach out to their leads and remain top-of-mind.

### **Social Platforms**

The sales team will develop and maintain strong LinkedIn profiles and use these channels to reach out to prospective clients. Maintaining strong public profiles helps with the relationship building necessary in conference sales.

## **Research**

Again there are a variety of jobs that staff undertake that have a large impact on the research phase:

### **Banner and Display Ads**

Paid ads are secured in publications that cater to the meeting market and banner ads are placed on pertinent websites. These paid placements provide an overview of the conference facility and deliver a call to action of "request and RFP" or "Contact the sales team" message.

### **Website**

Maintaining the meetings website is critical for providing the meeting planner with important information about the

facilities and lodging options for their attendees. Room layouts, maps and all the pertinent details to meeting planning is available on the site.

### **Networking**

The sales team will continue to attend as many functions where networking opportunities occur to help develop their respective client lists.

### **Sales Calls**

The sales staff contact clients and prospective clients and makes appointments to visit them in their own offices. This helps develop a rapport with the lead and offers an opportunity to encourage a visit to the destination and conference center.

### **Fams**

Once they have interest from a prospective client, the sales team will invite them to the destination to gain first-hand experience of the destination in the form of a Familiarization Tour.

### **Proposal**

The proposal phase is critical to winning the meeting business. The sales team has to review the history of the client, meeting space requirements, assess the fit to our destination, gain interest from area hotels and secure tentative available dates and rates that would fit their schedule. All this data has to be compiled along with food projections and delivered to the client within their decision making window.

### **Booking**

Once the proposal is approved, then the sales team has to work on a contract. This period is the most critical in the whole process. The Sales staff works to negotiate rates for the hotels and secure rooms for the block. They secure the meeting space and break out space according to the planner's specifications. Details about shuttles and equipment rentals are finalized and delivered to the client in one packet.

Once the contract is signed, the entire project moved to the service department. Staff build out the web pages that facilitate online reservations and then handle the attendees needs in relation to overnight bookings. Advance deposits are processed, welcome packets delivered and rooming lists generated for the hotels.

### **Experience**

Well before the attendees arrive to the destination for their meeting, the service staff work on a variety of details: menu planning, playbook, and meeting layouts all have to be generated and delivered to the specific department within the meeting facilities. All of this attention to detail is paramount to ensure the ease of the function and remain on the consideration list for future conferences.

Visitor service remains on hand to assist with answering questions raised during the conference and the service staff man registration tables and stay on hand to offer support to the meeting planner.





At the close of the conference the service staff processes the final accounting of the conference and delivers one master bill to the meeting planner.

## **Sharing**

During the conference, attendees are encouraged to share their experience across social channels, and staff also pitch in to help with any questions that arise. Photos of the event are shared and all this content helps to support that ever-important third-party endorsement.

What should also be noted is that the leads that are generated through the meeting market are also included in our leisure travel communications plans; these visitors are encouraged to visit at alternate times through the year.

## Staff Support Goals

For each department of the office, goals have been projected over 2015. The following chart depicts comparisons of 2012 and 2013 with 2014 measurable as of October 31 as well as projected goals for 2015.

Advertising Response & Lead Generation				Projected 2015
	2012	2013	2014	
Interactive Campaigns				
Web Campaigns	25,078	26,363	17,493	21,866
Phone	25,425	46,821	50,279	62,849
Staff	9,338	11,943	11,090	13,863
Internet	1,019	577	375	469
Promotions	3,204	10,294	12,915	16,144
ARTC	132	386	1,009	1,261
Reservations	33,749	33,749	17,184	21,480
Conventions	1,915	1,933	951	1,189
Total	2,138	1,012	4,416	5,520
	104,010	135,091	117,726	147,158
Social Media				
Facebook Friends to date				
Likes	13,021	17,984	24,238	30,298
Comments	44,876	72,889	55,850	69,813
Shares	3,762	3,864	2,237	2,796
Their Friends	6,631	12,238	8,942	11,178
Talking Here	1,653,771	62,327	84,758	105,948
Twitter Followers to date	17,280	25,730	23,487	29,359
Tweets & ReTweets (Reach)	3,081	4,025	7,222	9,028
TW Impressions (exposure - times tweets received)	8,050,359	6,780,468	1,181,833	1,477,291
Click-throughs to Website	18,887	30,828	16,388	20,485

Advertising Response & Lead Generation	2012	2013	2014	Projected 2015
<b>Cooperative Revenue Raised</b>				
Activities Guide \$	48,063.00	\$ 49,054.00		\$ 25,000
Winter Internet \$	46,472.68	\$ 38,854.00	\$42,484.00	\$ 53,105
Summer Internet \$	47,474.09	\$ 49,095.50	\$ 50,467.50	\$ 63,084
Broadcast Emails \$	865.90	\$ 4,425.00		
TV Display \$	1,500.00			
Featured Listings \$	14,092.42	\$ 13,338.00	\$ 6,450.00	\$ 8,063
Website Development \$	1,800.00	\$ 700.00		
In Kind \$	16,534.61	\$ 17,120.00	\$ 25,728.80	\$ 32,161
<b>Total \$</b>	<b>176,802.70</b>	<b>\$ 172,586.50</b>	<b>\$125,130.30</b>	<b>\$ 181,413</b>
<b>Group Sales</b>				
Contracts Signed (actually signed this year)	5	6	6	10
Strayed Business	8	46	20	
Total Rooms booked	1,103	6,870	1,380	
<b>Media</b>				
FAM media hosted	12	33	37	46
INT	27	21	38	48
INQ	62	72	111	139
Editorial	8	4	4	5
Pitches	4	9	9	11
Promotional emails	40	37	10	45
Releases Web/Direct	86	51	10	13
Releases SEO	12	8	17	21
SEO Release Impressions	104,738	636,218	1,491,556	1,864,445
Clippings	70	118	211	264

These goals represent our measurement of activities engaged in on behalf of Essex County.

## Proposed 2014 Budget

Some note should be made to the change in the current scope of work conducted by our office. In 2013 we contracted with the village of Saranac Lake, town of Harrietstown, Saranac Lake Chamber and Franklin County to assume the marketing responsibilities for the whole of Saranac Lake. This wasn't a huge departure from our scope of work, as a portion of Saranac Lake is in Essex County and ROOST has marketed the community via [LakePlacid.com](http://LakePlacid.com). What changed was the addition of another regional website.

In late 2013, our office was approached by the Hamilton County Board of Legislature with a proposal to assume the same kinds of marketing responsibilities as we are engaged for Essex County. The Essex County Board of Supervisors was agreeable to this change and the contract proceeded at the beginning of 2014.

Mid 2014, the community of Tupper Lake reached out to our office asking to be brought into the fold of collective marketing.

Having all these regions being marketed by the same entity has two direct advantages to each: Shared resources & Shared audience.

After having launched [AdirondacksUSA.com](http://AdirondacksUSA.com), we were then able to launch a collaborative email strategy - where each lead generated from all sites was added to the growing email list - each region/county/town included under our marketing umbrella is equally represented and reaches a broader audience than what it singularly could reach.

## Staffing Changes

In the early part of 2014 our office hired a full-time web developer along with a staff photographer. A marketing person was added to help with the Hamilton County and Tupper Lake marketing initiatives.

This has resulted in an increase in wages and benefits in our budget with a correlational decrease in advertising costs (the monies that would have paid agency fees.)

	2014 Budget	Proposed 2015 Essex County	Saranac Lake	Hamilton County	Tupper Lake	Total
Dues	7,100	6,500				6,500
Town of North Elba	60,000	50,000				50,000
Village of Lake Placid	5,000	5,000				5,000
Franklin County			20,000		20,000	40,000
Hamilton County				193,699		193,699
Harrietstown			20,000			20,000
Village of Saranac Lake			20,000			20,000
Tupper Lake Village					12,500	12,500
Town of Tupper Lake					12,500	12,500
Town of Piercefild					5,000	5,000
Regional Administrative Income		73,000				
Grants					30,000	30,000
Distribution	1,775	1,775				1,775
Co-op Programs		5,000				5,000
Winter Internet Sales	51,236	51,236	750			51,986
Essex County Guide Book		25,000				25,000
VS/Product Sales	5,000	5,000				5,000
Interest	286	286				286
Commissions	77,430	77,430				154,860
Occupancy Tax	1,950,000	2,047,500				2,047,500
Summer Internet Sales	57,250	57,250	750			58,000
I Love NY match (Essex)	75,579	75,579				75,579
I Love NY match (Hamilton)				81,301		81,301
Website Development	500	500				500
Miscellaneous Income	2,500	2,500				2,500
eMarketing Services						0
<b>Total</b>	<b>2,293,656</b>	<b>2,483,556</b>	<b>61,500</b>	<b>275,000</b>	<b>80,000</b>	<b>2,904,400</b>

	2014 Budget	Proposed 2015 Essex County	Saranac Lake	Hamilton County	Tupper Lake	Total
Professional Services	45,000	55,000				55,000
Equipment Purchases	20,000	7,000				7,000
Building Improvement/ Maint	6,000	6,000				6,000
Dues/Subscriptions	8,000	8,000				8,000
Line of Credit/Loan	4,500	4,500				4,500
Office Supplies	42,000	23,000				23,000
VS Products	1,500	1,500				1,500
Administrative ROOST			25,000	25,000	23,000	73,000
Payroll	908,000	1,062,339				1,062,339
Payroll Taxes	105,000	121,680				121,680
Benefits	80,000	85,000				85,000
Health Care	170,000	170,000				170,000
Travel	32,500	50,000		5,000		55,000
Miscellaneous	15,000	7,000				7,000
ARTC Match	75,579	75,579		81,301		156,880
I Love NY	75,579	75,579		81,301		156,880
Advertising	151,248	105,629	31,500	49,398	41,500	228,027
Co-op Programs	15,000	5,000				5,000
Regional Events	32,750	39,750				39,750
Events	122,000	127,000		13,000		140,000
Meetings, Conventions, & Groups	75,000	130,000				130,000
PR/Media	35,000	59,500		5,500	6,000	71,000
Regional Marketing Support	100,000	100,000				100,000
Printed Marketing Materials	15,000	40,000				40,000
Research/Tracking	15,000	15,000				15,000
Internet	55,000	18,000	5,000	5,000	5,000	33,000



<b>Marketing Fulfillment</b>	55,000	55,000		5,000		60,000
<b>Marketing Promotional Items</b>	7,500	10,000				10,000
<b>OCC Tax Officer</b>	16,500	16,500				16,500
<b>QDD</b>	10,000	10,000		4,500	4,500	19,000
<b>Total</b>	2,293,656	2,483,556	0	61,500	275,000	80,000 2,900,056



## **Conclusion**

This marketing plan has been drafted with the most current research available, our own research and response to the Leisure Travel Study. We feel it is the most strategic use of county marketing dollars, town funding, village funding and business support funds.

Any questions regarding the details of this plan can be addressed to:

Carol Joannette  
Vice President  
Regional Office of Sustainable Tourism  
2608 Main Street, Lake Placid, NY 12946  
[Carol@LakePlacid.com](mailto:Carol@LakePlacid.com)  
(518)524-2445 extension 105



**APPENDIX B**  
**COST OF SERVICES**

1. The parties acknowledge, understand and agree that the amounts to be expended by the County for the services and the publicizing to be provided and performed by the Contractor shall be paid from funds appropriated and available in County's adopted budget consisting of the following, and that County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and actually available for this contract:

(a) The I Love New York grant funds allocated for the period April 1, 2015 through March 31, 2016; and

(b) not more than ninety-five percent (95%) of the occupancy tax revenues for the April 1, 2015 through March 31, 2016, actually received by the County pursuant to Local Law #3 of 2003 and Local Law #3 of 2005 (Essex County Room Occupancy Tax Law), credited and actually deposited into the County's special tourism, development and promotion fund pursuant to said Local Law, provided that no such funds in excess of the estimated amount shall be expended or encumbered unless specifically authorized by the Board of Supervisors.

2. Provided that the Contractor has otherwise complied with all requirements of this agreement, and subject to the terms of this agreement, the County shall make payments to the Contractor on a monthly basis by the first of the month upon submission of a properly completed County voucher, subject to the availability of funds.

3. All funds received by the Contractor from the County under this agreement shall be used and expended by the Contractor for the payment of expenses directly incurred for the purpose of publicizing the advantages of the County pursuant to subdivision fourteen of section two hundred twenty-four of the County Law; and, provided that the same are approved as part of a strategic marketing plan and directly incurred in the actual performance of this agreement, may include, among other things, salaries of Contractor's employees employed in the actual performance of this agreement, office supplies, travel expenses, telephone expenses, radio, television, newspaper and magazine advertisements, brochures, expenses related to or incurred in the securing and servicing of tourism, conventions and conferences, insurance premiums, and other expenses incurred for the services provided by the Contractor to Essex County pursuant to this Agreement. In accordance with the foregoing, the Contractor agrees to expend such funds in compliance with the budget attached hereto and with the strategic marketing plan.

4. It is understood and agreed by the Contractor that modification of any strategic marketing plan will require written approval of the County's Board of Supervisors. Requests by the Contractor for modification of a strategic marketing plan shall first be presented to the County's Economic Development/Planning/Publicity Committee for consideration and recommendation to the County's Board of Supervisors.

**APPENDIX C**  
**INSURANCE REQUIREMENTS - SERVICE PROVIDERS**

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

## **APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not 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 benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its performance or failure to perform this agreement

### **6. Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed County standard voucher, which includes
    - (i) the County contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must*

*give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*

- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and

that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;

- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

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 Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

(a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.

(1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.

(2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.

(3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.

(6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) **Obligations and Activities of Contractor.**

Contractor agrees to:

(1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;

(2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information

other than as provided for by this Agreement;

- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).



(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

(B) immediately terminate this Agreement if cure is not possible; and

(2) report the violation to the Secretary.

(l) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. In addition to those items required at Paragraph 10 of this Appendix, as conditions for payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge form in the form attached hereto and made a part hereof. All final accompanied by a Contractor and Sub-Contractor Final Payment Waiver, Release and Discharge as in the form attached hereto and made a part hereof. As well as a Contractor Affidavit relative to final payment, a copy of which is attached hereto and made a part of this contract.