AGREEMENT FOR TRAILS WEBSITE

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and <u>black dog DESIGNS</u>, hereinafter referred to as "Contractor", collectively referred to as the "parties".

- 1. <u>SERVICES</u>. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A Scope of Services, Exhibit B Fiscal Provisions, Exhibit C Compliance Provisions, and Exhibit D black dog DESIGNS Proposal, the Agreement shall prevail.
- **TERM.** This Agreement shall commence on _____ and continue in full force and effect until terminated as hereinafter provided.
- 3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed <u>Twenty-One Thousand and Six Hundred Dollars</u> (\$21,600) for the work products and <u>Three Thousand Three Hundred Nineteen Dollars and Ninety-Nine Cents</u> (\$3,319.99) annually for website hosting and support from 2024 through December 31, 2026 for a total not to exceed <u>Thirty-One Thousand Five Hundred Fifty Nine and Ninety-Seven Cents</u> (\$31,559.97).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

- 5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the County Administrative Officer.
- **6. NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake black dog DESIGNS, LLC
Administration PO Box 765
255 N Forbes St Glenn Falls, NY 12801
Attn: Susan Parker, CAO Attn: Jesse Tyree, Principal

7,.	EXHIBITS. The Agreement Exhibits, reference:	as listed below, are incorporated herein by	
	Exhibit A – Scope of Exhibit B – Fiscal P Exhibit C – Complia Exhibit D – black do	rovisions	
8.	<u>TERMS AND CONDITIONS</u> . Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.		
9.	<u>INTEGRATION</u> . This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.		
	Executed at <u>Lakeport</u> , California on	, 2024.	
	COUNTY OF LAKE	CONTRACTOR	
	CHAIR, Board of Supervisors	black dog DESIGNS	
	ATTEST:	APPROVED AS TO FORM:	
	SUSAN PARKER	LLOYD GUINTIVANO	

Clerk to the Board of Supervisors

Ву:_____

County Counsel

By: ____

EXHIBIT "A" – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

- 1.1 Relaunch the Konocti Trails website with an updated design and focused content. The website should be easily accessible and useful for both residents and visitors. Sections included will be designed in a manner that content will only be needed to be updated, at most, once a year.
- 1.2 Design elements of the site should complement, but not replicate, the economic development site under development.
- 1.3 Section of the website to include are:
 - 1.3.1 Trails

1.3.1.1 Water Trails

1.3.1.2 Hiking

1.3.1.3 Biking

1.3.1.4 Horse

1.3.1.5 Dog Friendly

1.3.1.6 Wildlife Viewing

- 1.3.2 Maps
- 1.3.3 Clear Lake Access Points
- 1.3.4 Public Lands
- 1.3.5 Kids
- 1.3.6 Etiquette
- 1.3.7 Parks, Recreation and Trails Master Plan
- 1.3.8 Trails and Open Space Links
- 1.4 Utilize existing materials from the archived Konocti Trails System website when possible. Develop short summaries for the new Public Lands section.
- 1.5 SSL certificate for site security and users' privacy.
- 1.6 Integrate a SEO plugin with the content management system.
- 1.7 Technical website support as part of an annual website support plan. This includes core updates to Wordpress and PHP.
- 1.8 Note: Exhibit "D" black dog DESIGNS' Proposal includes further discussion of workplan elements and timeline expectations.
- 2. <u>RECORDS RETENTION</u>. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this

Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

3. <u>COUNTY RESPONSIBILITIES</u>.

- 3.1 Timely response to black dog DESIGNS information needs.
- 3.2 Coordination with local and regional stakeholders, as needed.
- 3.3 Staff participation in regular update calls with Contractor discussing status of elements of the Scope of Work and Agreement fund balance, regular Board of Supervisors updates and/or public and stakeholder meetings, as mutually agreed by the parties.
- **4. BUDGET.** The total Budget for the Scope of Work shall not exceed \$31,559.97. For items 1.1-1.4 in 2024 and items 1.5 1.7 in 2024 through December 31, 2026 in the Scope of Work as detailed in Exhibit "A." Funds may be transferred between budget line items detailed in the Proposal attached as Exhibit "D"

Maximum payment for the \$21,600 for items 1.1 - 1.4 shall be spilt as follows: \$5,000 with the execution of the contract, and \$8,300 for 50% completion of items 1.1 - 1.4, and \$8,300 for the completion of items 1.1 - 1.4. Payment of \$3,319.99 shall apply to items 1.5 - 1.17 per year for 2024, 2025, and 2026.

EXHIBIT "B" – FISCAL PROVISIONS

1. <u>CONTRACTOR'S FINANCIAL RECORDS</u>. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

- 2.1 Contractor's invoices shall be submitted for the initial payment, 50% project completion, and project completion. Contractor will also invoice annually for website maintenance and support.

 Invoices shall be itemized and formatted to the satisfaction of the County.
- 2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

- 3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.
- 3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.
- 3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.
- 4. <u>BUDGET</u>. The total Budget for the Scope of Work shall not exceed \$31,559.97. For items 1.1-1.4 in 2024 and items 1.5 1.7 in 2024 through 2026 in the Scope of Work as detailed in Exhibit "A." Funds may be transferred between budget line items detailed in the Proposal attached as Exhibit "D."
 - Maximum payment for the \$21,600 for items 1.1 1.4 shall be split as follows: \$5,000 with the execution of the contract, \$8,300 for 50% completion of items 1.1 1.4, and \$8,300 for the completion of items 1.1 1.4. Payment of \$3,319.99 shall apply to items 1.5 1.7 per year for 2024, 2025, and 2026.

EXHIBIT "C" – COMPLIANCE PROVISIONS

- 1. <u>INFORMATION INTEGRITY AND SECURITY</u>. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
- 2. <u>NON-DISCRIMINATION</u>. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
- 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. <u>INDEMNIFICATION AND HOLD HARMLESS</u>.

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County. Contractor's obligations under this Section shall survive the termination of the Agreement.

- 5. <u>STANDARD OF CARE</u>, Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.
- 6. <u>INTEREST OF CONTRACTOR</u>. Contractor assures that neither it nor its employees have any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.
- aspects of this agreement. If a default to this agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 45 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

8. <u>INSURANCE</u>.

- 8.1. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- 8.2. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises- operations, products and completed operations, blanket contractual, and independent contractor's liability.
- 8.3. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.
- 8.4. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable.

- Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).
- 8.5. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- 8.6. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- 8.7. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 8.8. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

a. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

- b. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.
- **8.3** ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to

reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

- **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.
- **8.5 PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.
- **8.6 INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

- **8.7 OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.
- **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 8.9 ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- **8.10** HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- **8.11 SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 8.12 JURISDICTION AND VENUE. This Agreement shall be construed in accordance with

the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

8.13 NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.

<u>PUBLIC RECORDS ACT</u>. Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

EXHIBIT "D" – black dog DESINGS Proposal



PROPOSAL

LAKE COUNTY TRAILS (KONOCTI REGIONAL TRAILS)

WEBSITE REDESIGN



PREPARED FOR

Benjamin Rickelman, Deputy County Administrative Officer Lake County Administrative Office 255 N. Forbes Street Lakeport, CA 95453 (707) 263-2580 benjamin.rickelman@lakecountyca.gov

CONTACTS

Chris Coughlan, Account Manager black dog DESIGNS (518) 792-0500 chris@blackdogllc.com PO Box 765 Glens Falls, NY 12801



COMPANY BACKGROUND

black dog DESIGNS, LLC is a dynamic, full service marketing agency that will deliver on all your marketing needs. Founded in 2007 by Jesse Tyree, we provide services ranging from organizational branding and web design/development, to marketing strategy and content creation. Our complete solutions will help you reach your target audience, and connect with them in an authentic manner.

We've worked with a wide range of municipalities handling tourism, placemaking, PSA, and economic development campaigns/brands. Consisting of small tourism clients to multi-county partnerships, each of these clients requires a different set of communication tools and objectives, reflecting our ability to work in multiple capacities. We work with organizations that have clearly developed brand guidelines as well as develop new brands/campaigns and implement these for organizations. These include:

- NYS Economic Development Corporation economic development trade show materials and graphic design
- Drum Country (St. Lawrence, Lewis, & Jefferson counties) regional economic development branding, marketing, and web design
- Washington County tourism, placemaking, and PSA marketing campaigns
- Fairport Office of Community & Economic Development economic development branding, marketing, and web design
- Warren-Washington IDA economic development branding, and web design



OUR TEAM

JESSE TYREE (PRINCIPAL)

- Role: Creative Director
- Jesse founded BLK DOG after previously working in print and digital media for Verizon and the Lee Enterprises as a print and web designer. Utilizing sales reps, ad relations, and industry connections, Jesse started black dog DESIGNS. The company has steadily grown into one of the leading web, branding, and ad agencies in the area doing B2B work across the state, Northeast, and Canada. With a customer focus, he has developed many successful business relationships in the digital and social realm, as well as through print brokers and commercial printers.
- In 2015 he was named to the Adirondack Chamber's 20 under 40
 Business Leaders. In the same year, BLK DOG was nominated for the
 ARCC Steve Sutton Business of the Year Award.

Speaking Engagements:

- Presenter at 2023 NYSTIA Annual Conference on "Developing Short Term Rental Partnerships"
- Jesse has also served as a panel speaker for the NYS Economic Development Corporation

CHRIS COUGHLAN

- Role: Senior Project Manager
- Since joining BLKDOG in 2015, Chris has managed numerous branding and marketing projects for clients both directly in and adjacent to the economic development industry. He helps clients find simplicity in their messaging and identity, all while maintaining authenticity. The result is a visually and strategically positioned brand, primed to communicate the impact of their efforts through personalized storytelling.
- During his time here he has managed numerous clients/campaigns including: Washington County Tourism, Fairport OCED, Drum Country (Jefferson-Lewis-St. Lawrence counties), Tour Cayuga, Discover Saratoga, Chautauqua County), Rensselaer County, and more.

Speaking Engagements:

- Presenter at 2022 NYSTIA Annual Conference on "Tying Tourism Initiatives to Workforce Development"
- Presenter at 2023 NYSTIA Annual Conference on "Developing Short Term Rental Partnerships"
- Panel speaker at 2024 NYSEDC Conference on "Economic Development Marketing and Strategic Communications"



OUR TEAM

LAUREN OCCHIOGROSSO

- Role: Lead Graphic Designer
- Before joining BLK DOG, Lauren earned a BFA at The College of Saint Rose and designed for artists at her internship at Equal Vision Records. She strives to develop unique and impactful brand aesthetics, always content-centered and concept-driven. Her work ranges from visual identity and branding, to packaging, to print and digital design; and her skills in concept development and pre-press production enable her to see the project through from research to completion.
- Since joining, Lauren has developed numerous brand systems for clients such as: Fairport Office of Community & Economic Development, Capital Region Workforce Development, campaign identities for WSWHE BOCES and Drum Country, and more.
- Over the past 5 years, Lauren has been the leading designer on:
 - 5 ADDY Award winning branding and design projects
 - 2 New York State Economic Development Corporation
 Excellence in Marketing Awards for brand development

ALEXIS SHIPPEY

- Role: Lead Brand Strategist
- Alexis worked in newsrooms, on corporate marketing campaigns, for a toy magazine, and as a copy editor before coming to BLK DOG in 2019. She is all about consistency, especially when it comes to the Oxford Comma. Even out of the office, Alexis is always looking for weird typefaces or word choices in the wild. She lives in Greenwich, NY with her husband and two cats, loves theme parties, Halloween, hanging with her family, and Caravaggio's paintings, and runs a local non-profit art project in her (very limited) free time.
- During her time at BLK DOG Alexis has handled the development of marketing strategy, messaging and positioning, copywriting, and digital media management for clients such as Washington County Tourism, Drum Country, Discover Saratoga, Fairport Office of Community & Economic Development and more.



OUR TEAM

LYSSA HOWARD

- Role: Lead Web Developer
- Lyssa has been leading website development projects at BLK DOG since she joined in 2013. Developing professionally branded sites combined with top-line functionality involves the writing of custom code (using multiple methods such as PHP, CSS, and HTML) to tailor sites towards individual client needs.
- During her time she has developed websites for all types of clients including Drum Country, the Fairport Office of Community & Economic Development, the Saratoga County Prosperity Partnership, Washington County Tourism, and more.

LAURA MANCINI

- Role: Web Developer
- Laura is a versatile full-stack developer with proficiency in HTML, CSS, JavaScript, Node.js, React, Angular and more. Her expertise extends to developing full-stack web applications using the MERN stack and seamless API integrations. With a passion for creating engaging and dynamic user experiences, Laura brings a holistic approach to software development all while adhering to best code practices.

JULIA HOWARD

- Role: Graphic Designer
- Julia is a visual designer who is passionate about expanding the human experience through art and design. Although a traditionally trained graphic designer, she finds her stride in maximalist compositions and brutalist design experimentations. Enthusiastically, she believes the combination of research, writing, and design can change the world into a friendlier all-inclusive place (even if it's only one pixel at a time). When not designing, find her brewing extra strong coffee and dancing to darkwave.

KERRY MASON

- · Role: Billing Manager
- Kerry has provided accounting and financial services for Black Dog for over 8 years, handling all billing processes, estimation of print/ signage/promotional production, oversight of media purchasing, time management, and the allocation budgets. These tasks ensure that we are accurately forecasting media purchasing, internal/external budgets, and utilizing budgets most efficiently.



The Konocti Regional Trails system is a robust network of trails and pathways throughout Lake County and around Clear Lake. The system highlights the diverse scenic beauty, wildlife, landscapes, and history in the county. The design and development of an updated website for the trail system will create a foundation to promote the trail system, and outdoor recreation in general, to those in and around the county looking to explore.

Including trails for hiking, biking, horseback riding, and more, the website will integrate a platform such as Strava or All Trails to showcase interactive trails while directly linking to commonly used apps. The identity of the site will also tie into the newly developed Lake County branding to create a cohesive look and feel for the site with your placemaking efforts.

SITE STRUCTURE & LAYOUT

The first step towards developing the website is to finalize the sitemap/ wireframe using findings from the onboarding phase. The sitemap and structure is an important step in determining the proper page focuses and the best keywords to use on each to maximize your visibility. This also will define a clear path that users will take to find relevant information. Through SEO research we will lay out the appropriate keywords, page titles, SEO titles, and meta descriptions in the beginning phases of the project. We have provided a tentative sitemap later in this proposal based on the existing site content. This is subject to change based on our discussions.

GRAPHIC DESIGN

With the site layout and wireframe set we will focus on the page designs following the agreed upon structure and using the new Lake County branding. Everything from the fonts, the slogans, the calls to action, and page designs will be thought of and considered during this process (utilizing your brand guidelines). We will provide flat (pdf) designs for core website pages. This includes 2 unique design options for the home page. Upon approval of 1 design direction we will design internal pages.

Once the flat designs are approved, this format will be developed online using Wordpress and visible via a live testing domain as we work through the development process. Your team will be able to review the site exactly how it will function on your live domain after the project is complete. Once the site is approved we will then transfer the content from the live testing domain to your actual domain.



WEB DEVELOPMENT

The website will have a fluid and visual web presence, giving users a consistent experience regardless of the device they are viewing it on (smartphone, tablet, computer, etc. IE: "Responsive Design"). It is important that the website does not simply function on mobile devices, but is optimized for mobile usage first and foremost. Combining this design with organized content will help to further increase your Google search ranking. Using the approved flat website designs the site will then be built and tested online to ensure a desirable user experience while maintaining an ease of use for editing/managing content.

The website will be developed in Wordpress using the same visual-based site editor as the primary county placemaking site. Wordpress is one of the most customizable website platforms, enabling it to grow with your brand. The CMS foundation (Content Managed System) will give users the ability to easily edit content using back end style sheets and templates. The visual-based editor uses drag and drop functionality to create pages, and gives you a variety of elements to choose from. Wordpress also allows for multiple users with varying abilities and can archive old pages/content for later review if needed.

CONTACT FORMS

Also featured is the ability to receive emails via customizable contact forms. These will be filled out and sent to a designated email provided by you. Upon submitting, users will receive an auto-responder email confirming their message was received and that you will be in touch with them shortly. Information on top of how to contact can be worked into the forms so the site manager will have all the necessary information they need prior to contacting. We only suggest that any private and sensitive information is not included on these forms for security reasons.

TRAILS FUNCTIONALITY

To highlight the existing trails throughout the county in an interactive manner we will integrate either Strava or All Trails. This will require that all trails currently exist through one of these platforms. We can then feed this information in via an iframe/HTML code.

Once the maps are embedded on your site viewers will be able to zoom in/out, navigate around the route, and see the elevation profile of the route. You can also add waypoints along the route as needed.



ON-SITE SEO (SEARCH ENGINE OPTIMIZATION)

Many users only look at the top few search results, so making sure your website is one of them is crucial. We will use Yoast, an SEO plugin to complete the on-site SEO work. This feature offers extensive capabilities to improve your SEO ranking and updates as Google's algorithms change over time. Working seamlessly with a content management system you will be able to make changes to SEO content as needed. For example Yoast will show what all pages will look like in Google's search results. The page analysis tool double checks simple things (such as focus keywords and length of posts) to see if they are in line with what search engines are looking for.

We will provide copyediting services based on our SEO research and technical copy provided by the client (and taken from current site). In the beginning phases of the project we will have finalized site layouts that include target keywords for each page. Website content and all copywriting will follow this structure.

During the website training sessions we will show you how to use and edit Yoast so that when new pages are created you can optimize for search.

ADA COMPLIANCE

To achieve ADA, AODA, EAA, and WCAG compliance we will integrate the Accessibe platform into the site. This AI-powered solution will provide screen reader and keyboard navigation, and more through their accessibility widget. This also includes session-based alt tags which are added to all images, daily compliance monitoring and scans, as well as a litigation support package. This package consists of personal assistance if your website's compliance is challenged. We have included a suggested Accessibe plan in the cost breakdown section of this proposal.

GOOGLE ANALYTICS (GA4)

Using Google Analytics 4, you will be able to gain valuable feedback as to how users are navigating the site, what pages are most visited, who these people are, and where they are located. This will develop data on how your site performs and drive website content decisions. When combined with other digital marketing efforts you will get a full spectrum view of what works best and where to send users from external locations all the way through viewing specific trails and pages.



QUALITY ASSURANCE & TESTING

Once the final site content is approved we will begin testing of each page to ensure it functions properly on all devices, browsers, and screen sizes. Included in this will be the testing of all plugins such as contact forms, plugins, and any other functionality on the website. We also will proofread all website copy for any spelling or grammatical errors. Using an itemized checklist the site will only be published live when all criteria are met and approved by the client. We prefer to make this one of the last steps before launching on the live domain, once all content is final.

TRAINING SESSIONS

Include in the total project investment are 3 training sessions on how to update your site and content. These sessions also come with documentation detailing the steps to do so. We are available in the event you have additional questions on how to update site content. When the time comes that new features, updates, or functionality are added to the site we will provide you training and documentation on how to use these.

SSL CERTIFICATE

Additional website security in the form of an SSL (Secure Sockets Layer) certificate will protect against fraudulent activity and also play a role in your site's SEO score. This is a digital certificate that verifies the identity of your website and acts as a padlock that protects you and users from having their searches, history, and other private information tracked by fraudulent parties (EX: email, credit card info).

An SSL has also become an increasingly important factor to your SEO as Google has placed an emphasis on providing users applicable and secure websites. Any site you see with "https" or a green lock to the left of the URL is using an SSL certificate. The annual investment (through BLKDOG) is stated in the cost breakdown section.

DOMAIN & HOSTING SERVICES

We offer domain and hosting services on our private server. In the event that the site experiences any issues while on our server we will be the primary contact for website hosting. The pricing and deliverables for this are provided in the cost breakdown section.



WEBSITE SUPPORT & MAINTENANCE PLAN

We also offer a website maintenance plan for keeping your site up to date and functioning as it does upon the initial launch. This includes:

- Technical website support Monday-Friday from 8am to 4pm
- Includes core updates to Wordpress
- Maintaining and updating of all plugins/extensions used on site
- Maintaining and testing of all contact forms on site
- Correcting of any unwarranted file modifications, attempted logins, and other security issues
- Quarterly PHP review and updating

In the event the site experiences technical issues after launch, the correcting of these issues becomes our first priority over design/ development work. Content updates that are not deemed "technical" will be quoted based on our hourly rate of \$120/hour. Upon client approval of the estimates this work will then begin.

DETAILS:

- Development and finalizing of sitemap and wireframe
- · Discussion/selection of final functionality requirements
- Content migration from the existing site (Content will be organized into an organized, shared client folder for editing/usage)
- Organization of trail systems and categories for building out within the "Trails" section of the website
- Use of newly developed Lake County brand standards to solidify and reinforce a cohesive brand identity that can be carried across all mediums for consistency in digital marketing efforts.
- (2) unique website design options provided for the home page of the site. Once (1) flat design mockup is approved for the home page, internal pages will be designed. The site will then be developed and customized on a live testing link after design approval.
- Development of the website in Wordpress (CMS) using a visual composer so that you can easily manage/edit the site post-launch.
- Addition of imagery/video from client-provided assets
- Copyediting provided for site. We will optimize client-provided technical copy for SEO and to maintain the brand voice, values, and personality.
- Creation of both dynamic/static website contact forms
- Push to dial text on mobile devices.
- Included up to 15 pages (based on sitemap; subject to change)
- Creation of up to 50 trail pages (all pages will feature the same layout



with specific categories/tags applied as necessary).

- SEO development (all pages will be optimized). This includes editing of current copy as needed to meet appropriate SEO requirements, addition of focus and meta keywords, meta descriptions, alt tags, and meeting the proper keyword densities. Copy will be developed in accordance with best reading practices.
- Integration of Strava or All Trails to feature interactive maps on the site
- Integration of an SSL Certificate
- Google Analytics 4 integration
- Addition of live social media feeds/links on your site (EX: Facebook, Instagram, etc.).
- Integration of quick sharing functionality for users (social and email)
- Quality assurance and site testing prior to launch. Content will be optimized to improve the user experience.
- Live preview while being created on testing domain.
- FULL ADMIN RIGHTS (You control ALL aspects of site after launch).
- 3 training sessions on how to manage content on the site
- PDF documentation detailing how to update your site (governance document).
- Includes 10 hours of website support and content updates (for first 3 weeks after site launch on live domain)

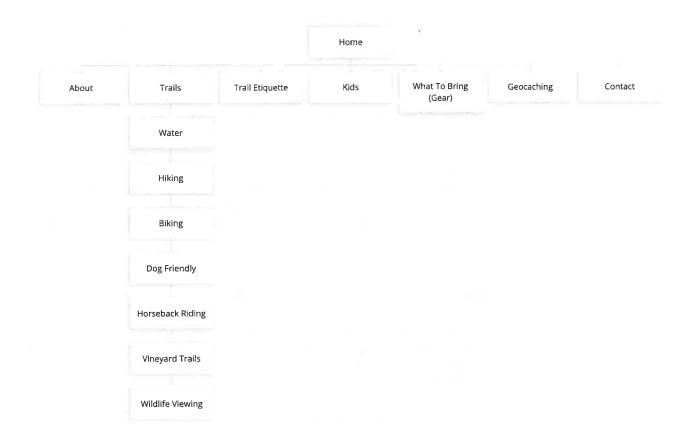


WEB DESIGN + DEVELOPMENT

518.792.0500

Tentative Sitemap

The following sitemap is based on our initial research. This is subject to change based on further discussions.





PRICING

WEB DESIGN & DEVELOPMENT

All details of proposal included

Project Investment: \$21,600

Recurring Website Costs

WEBSITE SUPPORT/MAINTENANCE PLAN

- Technical website support between Monday and Friday from 8am to 4pm
- Includes core updates to Wordpress and PHP
- · Maintaining and updating of all plugins/extensions used on site
- Maintaining and testing of all contact forms on site
- Correcting of unwarranted file modifications, logins, and security issues

Monthly Investment: \$200/month

DOMAIN NAME & WEBSITE HOSTING

- Website will be hosted on our servers
- In the event your site experiences issues we will be the primary contact
- Includes daily backups of site content
- Email services available upon request.

Annual Investment: \$250/year

SSL CERTIFICATE

- Secures one site
- Protects you and users from having their searches, history, and other private information tracked by fraudulent parties.
- Boosts your Google ranking

Annual Investment: \$179.99/year



PRICING

ADA Compliance

ACCESSIBE STANDARD PACKAGE LICENSE

Includes:

- For websites under 1,000 pages
- Compliance with ADA, AODA, EAA, WCAG & more
- Accessibility statement & certification of performance
- AI-Powered screen reader & keyboard navigation
- Accessibility widget for UI and design remediation
- AI-Powered daily compliance monitoring and scans
- Monthly AI-Powered accessibility compliance audits
- Litigation Support Package Dedicated personal assistance, including a bulk of compliance-supporting documentation if your compliance is challenged.

Annual Investment: \$490 per year

*If not renewed then the website will no longer be ADA compliant.

Accessibe also offers additional plans for larger sites with more protection.

Total Project Investment

PROJECT COSTS

Web Design & Development \$21,600

RECURRING COSTS (ANNUAL)

*Optional through BLKDOG

Website Support & Maintenance Plan	\$2,400
Domain Name & Website Hosting	\$250
SSL Certificate	\$179.99
ADA Compliance	\$490



WORK SAMPLES

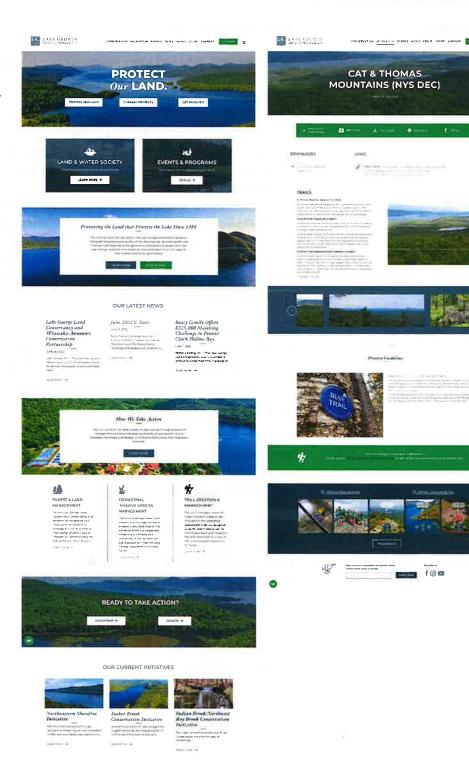
Sarah Hoffman

Lake George Land Conservancy Communications & Outreach Manager shoffman@lglc.org (518) 644-9673

The Lake George Land Conservancy (LGLC) has been leading conservation efforts around the lake since 1988.

Working together with LGLC we redesigned and developed their website. The existing had become outdated in information and design, as well as presenting challenges for the LGLC team to update.

We redesigned the website, giving the organization an updated online identity, and then developed the site in Wordpress. This consists of numerous portfolio "styles" (accomplishments, projects), events, and ways to donate/get involved with the organization.





DANCING FWF FARM

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WORK SAMPLES

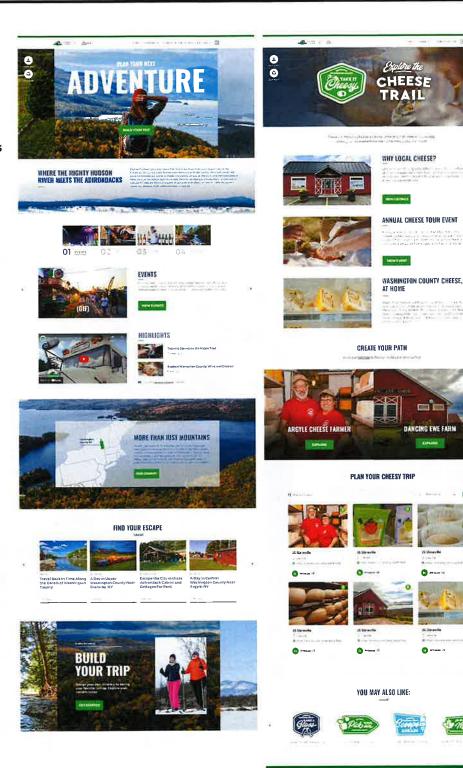
Washington County Tourism Laura Oswald Director of Economic Development loswald@co.washington.ny.us 518-746-2291

Annual Report

Since 2018 we have handled all of Washington County Tourism's strategy, design, website, PR, and media purchasing, acting as the TPA for the county.

At the end of 2023 we began the design and development of a new site. This includes multiple trails/ itineraries, business listings, an itinerary builder where users can save their favorites, as well as all photo/video content used on the site. Prior, during, and after the launch of the new site we have written long form blog content to build organic traffic.

The result has been a 400% increase in site traffic since launch of this contract, as well as a steady increase in consumer spending across 2 primary focus industries: lodging and food and beverage (ROVE data 2016-2022).



BLK DOG

WORK SAMPLES

Overland Trails (NY)
Matthew Bourke
Chautauqua County
Junior Planner
BourkeM@chqgov.com
(716) 363-3621

Working with the Chautauqua County Planning Department we created a consumer facing brand for the Overland Trail system with the goal to increase trail usage and expose individuals to these recreational activities within the county.

This project included the brand and web development, creation of marketing collateral/signage, and photography/video services. In addition to the static pieces we developed their strategy for launching the campaign and a year's worth of social media content that was implemented and scheduled through 2019 by their staff.

Please note that there are design elements that may have been adjusted by the client. We give our client's 100% access to manage and control their websites.











WORK SAMPLES

Scott M. Stay
CM&D | Construction
Management &
Development, Inc.
President / CEO
(646) 977-7771
ss@cmdintl.com

Zion National Park is one such national park struggling with limited access routes, overcrowding, and financial struggles. Our friends at CM&D asked us to help with this passion project. A simple PowerPoint design... this project was not. While the preservation of Zion National Park is the ultimate goal, the financial benefits couldn't be understated.

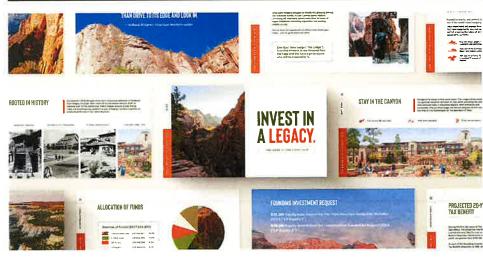
Full Presentation













THANK YOU

If you have questions about anything entailed in this proposal please give us a call and we will happily discuss with you. As a customer-driven company we value our relationships with clients and work round the clock to satisfy your needs to the fullest extent. We strive with sincerity and commitment to deliver marketing and advertising services that will exceed your expectations. Our projects are built around close working, long-term relationships that deliver value and excellence for your organization. Through passion, commitment, and flexibility we promise to generate results that give you the tools to take your business to the next level. Our culture is to be with you each step of the way for skill and support, and to treat you as friends in each interaction.

CONTACT US

PO Box 765 Glens Falls, New York 12801 creative@blackdogllc.com 518-792-0500 blackdogllc.com





