

RESOLUTION

A regular meeting of the Orange County Industrial Development Agency held on April 24, 2024, at 5:00 p.m. (local time) at the Orange County Industrial Development Agency headquarters, 4 Crotty Lane, Suite #100, New Windsor, New York 12553.

The meeting was called to order by Chairman Crist and upon the roll being duly called, the following members were:

MEMBERS PRESENT: Jeff Crist, Dearn Tamburri, Sue Walski, Linda Muller, Vincent Odock, Marc Greene

THE FOLLOWING PERSONS WERE ALSO PRESENT: Bill Fioravanti, Marty Borrás, Kelly Reilly, Susan Katzoff, Brian Sanvidge, Jose Rojas

The following Resolution was offered by S. Walski and seconded by M. Greene:

RESOLUTION OF THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO AUTHORIZE THE NEGOTIATION, EXECUTION AND DELIVERY OF A CONTRACT IN AN AMOUNT NOT TO EXCEED \$47,300 TO ENGAGE 88 STUDIO, LLC TO DESIGN AND MANAGE THE AGENCY'S WEBSITE

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 390 of the Laws of 1972 of the State of New York, (hereinafter collectively called the "*Act*"), the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called the "*Agency*") was created with the authority and power and for the purpose of, among other things, acquiring, constructing, reconstructing and equipping manufacturing, warehousing, research, commercial, or industrial facilities as authorized by the Act; and

WHEREAS, the Agency has an obligation to maintain a website for the purpose of, among other things, to post information relative to projects undertaken by the Agency, policies adopted by the Agency and other relevant information as provided for under the Act; and

WHEREAS, the Agency is bound by the Act and its procurement policy ("*Policy*") relative to the acquisition of goods and services. The services to be provided relative to the design and maintenance of the website are considered professional services under the Act and the Policy; and

WHEREAS, the in the Fall of 2023, the Chief Executive Officer explored potential local vendors to undertake the Agency's new website project. Based upon this exploration, the Chief Executive Officer identified 4 potential vendors with the requisite experience and approach; namely, Capacity Marketing, Acquisitions Marketing, 88 Studio LLC and Niki Jones Agency. Between December 2023 and January 2024, the Chief Executive Officer reached out to each of the 4 identified vendors and asked them to submit proposals; and

WHEREAS, three of the four identified vendors submitted written proposals to the Agency. Acquisitions Marketing elected not to submit a proposal; and

WHEREAS, the Chief Executive Officer, along with the staff and the Chair, reviewed and discussed the proposals and selected 88 Studio LLC (the "**Company**"). While the Company's proposal was slightly higher in cost than the others, the decision was based on several factors including, but not limited to, the fact that the Company currently maintains the Agency's website, specializes in this type of work, is familiar with the Agency's requirements and has demonstrated prompt and effective service; and

WHEREAS, in addition to the Agency's own experience with the Company, the Chief Executive Officer contacted another client of the Company to obtain a reference. The chief executive officer of that company advised they were very pleased with the Company's work and follow-up support. On 3/19/24, I notified 88 Studios that they were selected for this project. We had a kick-off zoom shortly thereafter and began working on a contract.

WHEREAS, the Chief Executive Officer of the Agency seeks authority from the Agency to negotiate, execute and deliver a contract, in substantially the form attached hereto at **Exhibit "A"** (the "**Contract**"), in an amount not to exceed \$47,300 (the "**Funds**") with the Company to pay for web design and development services in accordance with the proposal submitted by the Company, a copy of which is attached hereto at **Exhibit "B"**. Such services shall include, but not be limited to, strategy sessions, wireframing, design and development, third-party plugin management, adherence and potential alterations to brand guidelines, and post-launch support (all of the foregoing, collectively, the "**Scope of Work**"); and

WHEREAS, it is estimated that the Company shall complete the Scope of Work on or before October 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The Agency hereby authorizes the expenditure of the Funds as set forth herein contingent upon the terms of this Resolution and the Agency executing and delivering the Contract with the Company to perform the Scope of Work. The procurement of the Scope of Work satisfied the Agency's Policy; and

SECTION 2. The Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Contract, in accordance with the terms hereof to provide for the Scope of Work, as more fully detailed on **Exhibit "B"** attached hereto; and expend the Funds as set forth in such Contract, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Chief Executive Officer shall constitute conclusive evidence of such approval.

SECTION 3. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 4. The Secretary and Chief Executive Officer of the Agency are hereby authorized to and may distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

SECTION 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jeffrey D. Crist	X			
Dean Tamburri	X			
Vincent Odock	X			
Marc Greene	X			
Giovanni Palladino			X	
Susan Walski	X			
Linda Muller	X			

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

I, the undersigned Chief Executive Officer of the Orange County Industrial Development Agency, **DO HEREBY CERTIFY:**

That I have compared the foregoing extract of the minutes of the meeting of the Orange County Industrial Development Agency (the "*Agency*") including the resolution contained therein, held on April 24, 2024, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Agency this 24th day of April, 2024.



William Fioravanti, Chief Executive Officer

(S E A L)

EXHIBIT "A"

CONTRACT

Web Design and Development Agreement

This Agreement is made effective as of April 29, 2024, by and between Orange County IDA (hereinafter referred to as "Client") and 88 Studio, LLC (hereinafter referred to as "Agency").

1. Scope of Services:

The Agency agrees to perform web design and development services for the Client as outlined in the proposal document dated January 3, 2024, a copy of which is attached hereto at Ex. "A" and incorporated herein by reference. This includes, among other things, strategy sessions, wireframing, design and development, third-party plugin management, adherence and potential alterations to brand guidelines, and post-launch support. The Agency understands the Client's website is governed, in part, by the NYS General Municipal Law which requires the Client to post its policies and other documents on its website. The Agency agrees not to take any action hereunder that would alter or eliminate those documents from the Client's website.

2. Project Timeline:

The project shall commence on April 29, 2024, and is estimated to be completed by September 27, 2024. The Agency will provide 30 days of post-launch support following the completion date. The Agency shall provide the Client updates on the project and the scope of services no less frequently than bi-monthly.

3. Payment:

The total project cost shall be \$47,300, payable in installments of 33% at the project start, 33% after 60 days, and the remainder upon project completion. The payment shall cover the full cost of the Scope of Services set forth in paragraph 1 hereof.

4. Client Responsibilities:

The Client is responsible for providing all necessary content, making timely decisions and approvals, attending weekly milestone meetings, and handling payments for third-party plugins using the Client's company credit card.

5. Third-Party Plugins and Security:

- a. "Plugins" are software components that add specific features to an existing computer program, enhancing functionality and customization.
- b. The Agency will install, manage, and implement these plugins, adhering to the Client's system and security protocols.
- c. The cost of all third-party plugins is included in the payment amount set forth in Section 3 hereof.
- d. The Agency is not liable for plugin-inherent vulnerabilities, assume all security measures are taken.

6. Brand Guidelines:

The Agency will use and propose edits to the brand guidelines provided by the Client to align with the website's design, subject to the Client's approval.

7. Warranties and Support:

The Agency warrants that the services provided will be of professional quality and will provide 30 days of post-launch support to address any issues directly resulting from the project deliverables. Such post-launch support is included in the total project cost set forth in paragraph 3 hereof

8. Dispute Resolution:

In the event of a dispute, the parties agree to a structured resolution process involving negotiation, mediation, arbitration, and, as a last resort, legal action. Any legal action taken hereunder or arising hereof shall be venued in State Supreme Court of Orange County.

9. Termination:

- a. Either party may terminate this agreement with written notice. If terminated for convenience, the Client shall pay for services rendered up to the date of termination.

b. If terminated for cause due to the Agency's failure to perform, the Client is not liable for payments beyond the failure date, after any applicable cure period provided for in Section 11 hereof.

c. Upon termination, payment for satisfactory services rendered up to the date of termination is required, respecting intellectual property rights.

10. General Provisions:

This agreement constitutes the entire agreement between the parties. Any modifications must be in writing and signed by both parties.

11. Default and Cure Periods. In the event either party fails to perform pursuant to the terms hereof, and such failure continues for a period of ten days following written notice of same, the other party shall have the right to terminate this agreement and seek available remedies.

12. Pursuant to The Iran Divestment Act of 2012 as codified in Section 103-g of the General Municipal Law, the Agency affirms as true, under the penalty of perjury, that to the best of the Agency's knowledge and belief, the Agency is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. By executing this agreement, the Agency so represents, under penalty of perjury.

Date: _____

Signature:

Printed Name: Dean Brady
For 88 Studio, LLC.

Date: 04/12/2024

Signatures:

For Orange County IDA:

Signature: _____

Printed Name: _____

EXHIBIT "B"
PROPOSAL

EXHIBIT "A"

CONTRACT

Web Design and Development Agreement

This Agreement is made effective as of April 29, 2024, by and between Orange County IDA (hereinafter referred to as "Client") and 88 Studio, LLC (hereinafter referred to as "Agency").

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The project shall commence on April 29, 2024, and is estimated to be completed by September 27, 2024. The Agency will provide 30 days of post-launch support following the completion date. The Agency shall provide the Client updates on the project and the scope of services no less frequently than bi-monthly.

3. Payment:

The total project cost shall be \$47,300, payable in installments of 33% at the project start, 33% after 60 days, and the remainder upon project completion. The payment shall cover the full cost of the Scope of Services set forth in paragraph 1 hereof.

4. Client Responsibilities:

The Client is responsible for providing all necessary content, making timely decisions and approvals, attending weekly milestone meetings, and handling payments for third-party plugins using the Client's company credit card.

5. Third-Party Plugins and Security:

The Agency acknowledges that the website development project, as initially scoped, does not require any additional cost for third-party plugins (applications). If, during the course of the

project, the Client elects to incorporate any cost incurring third-party plugins to enhance the website's functionality, the following terms shall apply:

- a. **Client's Choice:** The selection and use of any third-party plugins will be at the discretion of the Client, subject to the Agency's technical assessment of compatibility and impact on website performance.
- b. **Client's Responsibility:** The Client will be responsible for the direct cost of acquiring such third-party plugins. The Agency will advise the Client on the selection of such plugins and assist in their implementation.
- c. **Advance Approval:** The Agency will not install or integrate any cost incurring third-party plugins without prior approval from the Client.
- d. **The Agency is not liable for plugin-inherent vulnerabilities, assume all security measures are taken.**

6. Brand Guidelines:

The Agency will use and propose edits to the brand guidelines provided by the Client to align with the website's design, subject to the Client's approval.

7. Warranties and Support:

The Agency warrants that the services provided will be of professional quality and will provide 30 days of post-launch support to address any issues directly resulting from the project deliverables. Such post-launch support is included in the total project cost set forth in paragraph 3 hereof.

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In the event of a dispute, the parties agree to a structured resolution process involving negotiation, mediation, arbitration, and, as a last resort, legal action. Any legal action taken hereunder or arising hereof shall be venued in State Supreme Court of Orange County.

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- b. If terminated for cause due to the Agency's failure to perform, the Client is not liable for payments beyond the failure after any applicable cure period provided for in Section 11 hereof.
- c. Upon termination, payment for satisfactory services rendered up to the date of termination is required, respecting intellectual property rights.

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This agreement constitutes the entire agreement between the parties. Any modifications must be in writing and signed by both parties.

11. Default and Cure Periods:

In the event either party fails to perform pursuant to the terms here of, and such failure continues for a period of ten days following written notice of same, the other party shall have the right to terminate this agreement and seek available remedies.

12. The Iran Divestment Act of 2012

Pursuant to The Iran Divestment Act of 2012 as codified in Section 103-g of the General Municipal Law, the Agency affirms as true, under the penalty of perjury, that to the best of the Agency’s knowledge and belief, the Agency is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. By executing this agreement, the Agency so represents, under penalty of perjury.

Signatures:

For Orange County IDA:

Signature: _____

Printed Name: _____

Date: _____

For 88 Studio, LLC:

Signature: _____

Printed Name: Dean Brady

Date: 04/12/2024

**Exhibit "A" to Contract
Proposal**

Project Description

SUMMARY

88 Studio (Agency) has been requested to submit a Scope Of Work to update the design, development, and architecture of the Orange County IDA's (Client) website using its existing content (images, assets, and copy).

The agency will conduct two (2) strategy sessions with the client to organize content, improve user experience, and establish information hierarchy. Using this new content strategy, the agency will create a low-fidelity wireframe for the homepage and supporting pages. The agency will reference this wireframe as it transitions into the design phase.

During the design phase the agency will create both a desktop and mobile variant of the website. The agency includes two (2) rounds of feedback with the client before the final design is approved for development.

Once the final design has been approved, the agency will enter the development phase. Using the Wordpress platform and the client's current hosting provider, 88 Studio will implement the new design and develop the backend using a CSS/HTML language.

The agency will optimize the existing documents to improve load speeds and take a backup copy the current website. The backup will be provided to the client via download. Prior to launch, the agency will perform cross-browser testing, quality control, and on-site SEO optimization (including H1 tagging, file naming, and page descriptions).

This proposal also includes additional services for web usage guidelines, social media assets, photography, staff training and project management.

PROJECT DELIVERABLES

- Usage Guidelines (Web Components, Color, and Type Guidelines)
- Website (Strategy / Wireframe / Design)
- Website (Development)
- Launch Management (Backup, Documents, SEO)
- Staff Training
- Photography (Stock + On-Site)

Agency Deliverables

Summary of Deliverables: *Website (Strategy, Design, Development)*

- Website delivered in both desktop and mobile formats will include:
- Wireframe desktop format, delivered as a PDF, up to two (2) rounds of revisions.
- Web design, delivered as a PDF, up to two (2) rounds of revisions. **Max 10 Pages**
 - **Front-End Redesign (Updated Homepage + Sub Pages Max: 25)**
 - Content Strategy
 - Site-Map Development
 - SEO Optimization, Tagging, and Link Building
 - Cross-Browser Testing and QA
 - Document Organization and Optimization
 - Website Launch Management
 - **Back-End CSS Development (Theme building)**

Summary of Deliverables: *Web Usage / Guidelines*

Usage guidelines are clearly defined rules and standards that communicate how your brand should be represented to the world. Usage guidelines help businesses ensure consistency and across web pages

- Iconography
- Usage guidelines usage including color palette, file format(s), minimum and maximum sizes, contexts, spacing, and usage permissions.
- Color palette including RGB and CMYK codes
- Fonts and text sizes (both print and digital)
 - Design elements and curation of imagery, and photography.
 - Stationary designs (up to 3 documents)

Summary of Deliverables: *Launch & Training*

- Launch
 - DNS migration (As needed)
 - Existing website back-up and record keeping
- Staff Training
 - (1) Video guided tutorial
 - 60 Days of support after launch (up to 40hrs total)

Photography: *Team Headshots / Stock & Supporting Photography*

- Up to 10 members. On-site
 - Retouching
 - Color Correction
- Stock and Supporting Photography
 - 15 Images
 - Project locations (3)

Request For Quote

DELIVERABLES	DESCRIPTION	TOTAL
CCA		\$
Administrative Operations	<p><i>Creative Direction</i></p> <ul style="list-style-type: none"> • Oversight of final delivery to ensure content quality and continuity • Management of all creative departments and content production <p><i>Project Management</i></p> <ul style="list-style-type: none"> • Single point of contact to act as project lead • Scope of work creation and management • Account management & project risk tracking • Rapid, flexible, and collaborative problem solving 	\$4,500
Web Strategy	<p><i>Strategy</i></p> <ul style="list-style-type: none"> • Documents Audit <ul style="list-style-type: none"> - Organization & Optimization • Strategy Kickoff Work session • Visual Strategy Presentation • Page & Content Organization <ul style="list-style-type: none"> - Site Map Layout - Restructure of existing web pages 	\$10,000
Website (Design & Development)	<p><i>Design & Development</i></p> <ul style="list-style-type: none"> • UX Wireframe (Desktop and Mobile) <ul style="list-style-type: none"> - Content Strategy • Layout Redesign (Desktop and Mobile) • Font End Redesign (Updated Homepage/Pages) • Back-end CSS development (Desktop and Mobile) • Cross-browser testing and QA • Website launch management 	\$20,500

Continue 1/2

Request For Quote

DELIVERABLES	DESCRIPTION	TOTAL
CCA		\$
Usage Guidelines and Brand Elements	<p>Graphic Design</p> <ul style="list-style-type: none"> • Iconography • Usage Guidelines Document • Color Palette, Typography, Iconography • Print and Digital Usage (Media Kit, File Formats) • Copywriting Tone of Voice • Stationary Documents (Business Card + (3) Documents) • Newsletter Email Template (1) • Email Signature(s) 	\$5,500
Staff Training & On-boarding	<p>Support</p> <ul style="list-style-type: none"> • Back-end Training (Wordpress) • Guided Wordpress Training Video (1 Hour) • Up to 60 Days of Agency Support (Up to 40 hrs) • (2) 1:1 Virtual Training Sessions (Optional) 	\$3,550
Visual Assets	<p>Photography Support</p> <ul style="list-style-type: none"> • Stock Photography • Team Headshot Photography (On Location) • Retouching and Color Correction • HD Photo Assets Delivery (Via Download) 	\$3,250
	Sub Total	\$47,300
	Total	\$47,300

Terms & Conditions

Review Process

Agency agrees to two (2) rounds of feedback. Any additional feedback beyond this point will be considered ad hoc, and will require a change order quote to be approved by client before execution.

Not In Scope

All deliverables included within this SOW are considered to be “In Scope”. Requested deliverables outside this SOW shall be provided in a separate scope of work upon request.

(75%) due upon contract signing.

(25%) on (Deadline Date) or upon project completion, whichever occurs first.

Estimated Project Timeline

Estimated Kickoff: February 2023

Estimated Completion: 480 Hours

Phase I (2-4 Weeks)

Web Usage Guidelines (Colors, Buttons, Sizing Guidelines)

Website Strategy

File Organization, Content Gathering

Website Back-Up (Staging Set Up & Cloning)

Phase II (4-6 Weeks)

UX/UI Wireframing

Website Redesign & Feedback

Phase III (6 Weeks)

Backend Website Development

DNS + Hosting Migration

Web Launch & Team Training

Termination Policy

If the project is terminated before completion, Client agrees to pay Agency 50% of the remaining project balance on given termination date. Content copyrights are owned by Agency and will not be surrendered until all outstanding fees are duly fulfilled.

Assumptions

1. SOW does not include estimates for producing original/licensed content such as additional photography, videography, blog, press or social media asset creation.
2. Recurring costs including but not exclusive to web hosting, transactional fees, payment processing fees, platform fees to be managed by Client's company credit card.
3. Additional Brand counsel or representation estimates to be regulated under a separate SOW per activation request.
4. The Client will pay the Designer the agreed upon rate detailed below and any additional hours beyond the agreed upon scope will be billed at the designer's standard hourly rate of \$100.00/hr

Client Approval Signature:
Printed Name:
Date:

Agency Approval Signature:
Printed Name: Dean Brady
Date: 01/02/2023

88 Studio Web Portfolio

www.greenpanda.eco

www.ccahv.com

www.aguadolandscaping.com

www.newburghta.com

www.channelfactory.com/the-social-effect/

88 Studio References

Alan Seidman
CCA Executive Director
(845) 562-4280

Nick Karnavezos Sr.
Newburgh Teachers Association
(845) 562-8120

EXHIBIT "B"

PROPOSAL

Project Description

SUMMARY

88 Studio (Agency) has been requested to submit a Scope Of Work to update the design, development, and architecture of the Orange County IDA's (Client) website using its existing content (images, assets, and copy).

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The agency will optimize the existing documents to improve load speeds and take a backup copy the current website. The backup will be provided to the client via download. Prior to launch, the agency will perform cross-browser testing, quality control, and on-site SEO optimization (including H1 tagging, file naming, and page descriptions).

This proposal also includes additional services for web usage guidelines, social media assets, photography, staff training and project management.

PROJECT DELIVERABLES

- Usage Guidelines (Web Components, Color, and Type Guidelines)
- Website (Strategy / Wireframe / Design)
- Website (Development)
- Launch Management (Backup, Documents, SEO)
- Staff Training
- Photography (Stock + On-Site)

Agency Deliverables

Summary of Deliverables: *Website (Strategy, Design, Development)*

- Website delivered in both desktop and mobile formats will include:
- Wireframe desktop format, delivered as a PDF, up to two (2) rounds of revisions.
- Web design, delivered as a PDF, up to two (2) rounds of revisions. **Max 10 Pages**
 - **Front-End Redesign (Updated Homepage + Sub Pages Max: 25)**
 - Content Strategy
 - Site-Map Development
 - SEO Optimization, Tagging, and Link Building
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[Continue 1/2](#)

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Web Launch & Team Training


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Assumptions

1. SOW does not include estimates for producing original/licensed content such as additional photography, videography, blog, press or social media asset creation.
2. Recurring costs including but not exclusive to web hosting, transactional fees, payment processing fees, platform fees to be managed by Client's company credit card.
3. Additional Brand counsel or representation estimates to be regulated under a separate SOW per activation request.
4. The Client will pay the Designer the agreed upon rate detailed below and any additional hours beyond the agreed upon scope will be billed at the designer's standard hourly rate of \$100.00/hr

Client Approval Signature:
Printed Name:
Date:

Agency Approval Signature: 
Printed Name: Dean Brady
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88 Studio Web Portfolio

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88 Studio References

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