

Schedule D

AGREEMENT

Made this 21st day of May, 2019 between the Village of Ellenville, a municipal corporation whose principal address is 2 Elting Court, Ellenville, New York 12428 (hereinafter "Village") and Gerald Berliner, whose primary business address is _____.

WHEREAS, the Village of Ellenville desires to successfully market and promote the Ellenville and Wawarsing areas of Ulster County; to attract visitors, businesses and new homeowners to the area;

WHEREAS, the Village of Ellenville has agreed to contract with the Ulster County Economic Development Alliance, Inc. (hereinafter "UCEDA") to provide matching funds to assist the Village toward a shared marketing plan which will be implemented by the Village of Ellenville, Town of Wawarsing and the Ellenville School District;

WHEREAS, the Village desires to achieve these goals in part through a marketing campaign and the optimization of its website; and

WHEREAS, the Village desires to contract with Gerald Berliner to update and optimize its "Find Ellenville" website, and Gerald Berliner is qualified, knowledgeable and experienced in creating marketing campaigns and website optimization;

NOW, upon the mutual desire of both parties as well as the mutual and reasonable consideration of each to the other, the parties hereby agree as follows:

1. The Village hereby retains the services of Gerald Berliner for the purpose of assisting the Village in creating a vibrant marketing campaign through optimization of its website findellenville.com, subject to termination by the Village as herein provided, and upon the terms and conditions contained herein;
2. Gerald Berliner agrees to generally assist the Village and specifically to update, optimize and maintain findellenville.com. The Village agrees to pay Gerald Berliner according to the attached Scope of Services in an amount not to exceed \$35,626.00. (See schedule A, B, and C attached). The work to be performed by Gerald Berliner includes, but is not limited to:
 - a. Develop an optimal site structure;
 - b. Enhance the overall design aesthetic and user interaction experience;
 - c. Develop 'calls to action' to enhance user engagement;
 - d. Maximize integration of social media platforms;
 - e. Optimize website typography;
 - f. Develop more effective Search Engine Optimization;
 - g. Optimize content;
 - h. Develop an interactive 'Calendar of Events';
 - i. Explore development of a blog section;
 - j. Create a beta-site platform to review site changes before going live; and

- k. Set up Google Analytics to monitor ongoing site and user activity.
- 3. This Agreement shall be for the period of twenty-four months (24) months however the Village may terminate after the first twelve (12) months upon thirty (30) days written notice. This Agreement may continue thereafter at the discretion of the Village.
- 4. Confidential Information.
 - a. "Confidential Information" includes all material, non-public, business-related information, written or oral, specifically including passwords and access codes, disclosed or made available to Gerald Berliner, through any means of communication by the Village or any of its affiliates or representatives for the benefit of Gerald Berliner.
 - b. Gerald Berliner shall hold all Confidential Information in confidence in accordance with the terms of this Agreement.
 - c. Gerald Berliner shall use Confidential Information solely for the purpose of providing services to the Village and shall safe-keep such Confidential Information.

IN WITNESS HEREOF, the parties have hereunto set their seal this 21st day of May, 2019 and the Village represents that it has authorized the execution of this Agreement by its adoption of Resolution Number _____ adopted on May 13, 2019.

VILLAGE OF ELLENVILLE

By: _____

Jeffrey Kaplan, Mayor

GERALD BERLINER

By: _____