Project No. 1302DR6-13

NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY AGREEMENT

AGREEMENT, made effective as of the 19th day of June, 2013, between the New York State Housing Trust Fund Corporation, represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 9th Floor, Albany, New York, 12207, and the City of Long Beach ("Recipient"), a unit of general local government, with offices at 1 West Chester Street, Long Beach, NY 11561.

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended, the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in the State of New York ("State"); and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), portions of the State received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended ("Act"), Congress appropriated $16,000,000,000 for the Community Development Block Grant Disaster Recovery ("CDBG-DR") program; and

WHEREAS, the State has received an allocation of CDBG-DR funds from the Department of Housing and Urban Development ("HUD") in the amount of $1,713,960,000; and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed $500,000 ("Grant Funds") to finance the community development activities ("Projects") addressing disaster recovery efforts as described in Schedule C, "Description of Tourism Marketing Activities", as may be amended.

WHEREAS, the Recipient shall be responsible for administering the Grant Funds in accordance with the terms of this Agreement and subject to the approval of the Corporation;

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. **Contents of Agreement**. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Corporation's CDBG Grant Administration

Manual, supplemental Disaster Recovery Guidance, and its Program Guidelines (as now in effect and as may be revised); **b)** applicable Federal and State laws and regulations, as may be amended, including, but not limited to, HUD regulations found at 24 CFR Part 570; **c)** applicable waivers to the above regulations as outlined in the "Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy" published in the Federal Register on March 5, 2013 ("Notice"); **d)** Schedule A, "Special Conditions", Schedule B, "Awarded Budget and Projected Accomplishments" as amended for each approved project/activity, Schedule C, "Description of Tourism Marketing and Advertising Activities", and Schedule D, "Tourism Marketing and Advertising Program Guidelines", attached hereto.

2. **Recipient Performance**. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** this Agreement; and **(ii)** all applicable State and Federal laws and regulations and any waivers granted to the regulations in the Notice. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of **October 29, 2012** the date of the disaster, and shall end December 19, 2013 ("Completion Date").

3. Grant Funds. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG-DR funds from HUD pursuant to the Act. **b)** The total of all Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement. **c)** The Grant Funds are based upon FEMA and State damage and needs estimates. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree; or **(ii)** if the actual costs, as determined by a duplication of benefits analysis, for the approved activities are less than those budgeted.

3. **Disbursement of Grant Funds**. **a)** The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete; and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

4. **Subcontracts**. The Recipient shall: **a)** require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project; **e)** include all applicable requirements in a written agreement with each Subrecipient receiving CDBG-DR funds hereunder.

5. **Program Income**. The definition of "program income" and accompanying regulations regarding its usage are found at 24 CFR 570.489(e) to the extent not modified by the Notice. All program income generated as a result of the CDBG-DR funding must be appropriately tracked, reported and returned to the Corporation.

6. **Records**. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Projects. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government.

7. **Reports**. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Projects, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

8. **Performance Review.** The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

9. **Notice of Investigation or Default**. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Projects.

10. **Default**. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without

becoming liable to make any further payment. **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Projects in a timely fashion or has failed to complete the Projects on or before the Completion Date. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement; **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. **d)** In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Projects, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

11. **Indemnification**. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and

payable by the Recipient to the Corporation.

12. **Non-Liability**. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

13. **Statute of Limitations**. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

14. **Service of Process**. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

15. **Notices**. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

16. **Severability**. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

17. **Nonwaiver**. The Corporation's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach will not constitute a waiver of any of its rights under this Agreement.

18. **Assignment**. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

19. **Successors**. This Agreement shall be binding upon the successors in office of the respective parties.

20. **Assurance of Authority**. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

21. **Photography Release.** Recipient shall require any Third Party to execute a photography release (an example of which is available in the OCR Grant Administration Manual) or a release in substantially similar form thereof.

22. **Entire Agreement**. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

New York State Housing Trust Fund Corporation

By: [redacted]
Name: Christian M. Leo
Title: Vice President

City of Long Beach, NY

By: [redacted]
Name: [redacted] Jack Schnirman
Title: City Manager

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
Special Conditions

Prior to the execution of the grant agreement, the City must provide the following information:

1. A written description of the marketing and advertising activities to be conducted including a description of any contracts or related agreements to be entered into with CDBG-DR funds.

2. Estimated accomplishment numbers for the following categories:

    a. Number of Distributed Materials
    b. Number of Posted Advertisements
    c. Number of Events Held
    d. Number of people reached through advertisements

3. Completed Environmental Review Forms, available from www.nyshcr.org/Forms/NYS-CDBG/. At a minimum the following must be submitted:
    a. Exhibit 2-1, Designation of Certifying Officer (available from Chapter 2 of the Grant Administration Manual -- www.nyshcr.org/Programs/NYS-CDBG/GrantAdministration.htm)
    b. Form 2-3 Certification of NEPA Classification
    c. Form 2-3A Certification of SEQRA Classification
    d. Form 2-4 NEPA Classification Checklist

4. Completed Form 1-1 Authorized Signature Form and Form 1-2 Designation of Depository Form

Throughout the course of the administration of the grant, the City is expected to retain information on the following. This information may be requested to analyze progress and to report to HUD as required and/or requested.

- Increase in City revenue and/or tourism-generated business income, as evidenced by comparing pre-storm 2011 and 2012 and post-storm revenue reports and/or economic data.
- Information on economic indicators may include, but not be limited to, the following:
    - Prior year beach pass sales
    - Number of new hotel bookings
    - Increased number of visitors
    - Increase in visitor spending
    - Number of businesses and non-business organizations benefitting

Schedule B
Awarded Budget and Projected Accomplishments

Activity Name	Source	Amount Budgeted
City of Long Beach Tourism Marketing and Advertising	CDBG	[redacted]
	ESDC	
	City of Long Beach	
Total Project Cost		

Projected Accomplishments:

a. Number of Distributed Materials 1,500,000
b. Number of Posted Advertisements 119
c. Number of Events Held 50
d. Number of people reached through advertisements 10,000,000

Throughout the course of the administration of the grant, the City is expected to retain information on the following. This information may be requested to analyze progress and to report to HUD as requested.

- Increase in revenue/tourism spending by comparing pre-Sandy 2011 and 2012 and Post-Sandy.
- Information on economic indicators such as, but not limited to,
    - Prior year beach pass sales
    - Number of new hotel bookings
    - Increase number of visitors
    - Total increase in visitor spending
    - Number of businesses and non-business organizations benefitting

Schedule C

Description of Tourism Marketing and Advertising Activities

The following activities are outlined in the New York State Disaster Recovery Action Plan as now in effect and as may be revised.

- Business Assistance Program and Tourism Promotion Marketing

  In addition to direct grant assistance to businesses in the Coastal Fishing and Tourism Industries, New York proposes to allocate funds to the State to undertake industry-wide marketing efforts for these two industries, as well as general marketing efforts to promote the availability of assistance under these programs.

  Marketing will also be used for a tourism promotion effort to encourage visitors to return to the areas that are dependent upon tourism for their economic livelihood, ensuring a minimal impact on the economic benefit provided to communities and businesses during the upcoming summer season.

SCHEDULE D
Tourism Marketing and Advertising Program Guidelines

New York State's tourism industry accounts for $53.9 billion in revenues annually. Of that total, tourism in Sandy-impacted counties generates approximately $32.5 billion, $1.7 billion of which is produced by disaster-affected businesses. While some impacted regions of New York State have a diverse business community and are better equipped to handle a drop off in sales and foot traffic off-season, other regions, especially those along the Long Island shorelines and in the Lower Hudson Valley, rely heavily on tourism during the summer months for the vast majority of their annual revenue.

Therefore, the New York State Disaster Recovery Tourism Marketing and Advertising Program ("the Program") was established to promote travel to communities in the disaster-impacted areas in order to drive visitors and their investment to these impacted areas to ensure that these local economies are brought back better and stronger. The primary objective of this Program is to help affected businesses recover, so that they are able to retain, as well as create employment opportunities for low- and moderate-income persons. This Program will provide funding for disaster-impacted local communities to implement marketing and advertising campaigns through various media outlets for the purpose of driving increased visitors to the impacted community and stimulate investment in the region.

This Program is funded through a grant from the U.S. Department of Housing and Urban Development (HUD) from an allocation of Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Sandy. A total of $30 million has been approved for this activity through the New York State Action Plan for Disaster Recovery.

Eligible Applicants
Eligible applicants are units of general local government of the eligible areas and within the eligible areas (cities, towns, villages, and counties).

Eligible Areas
To be eligible for this Program, an applicant must be one of the following counties, or an impacted municipality located within one of the following counties, including: Bronx, Greene, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, and Westchester counties.

Ineligible Area
Any areas not designated as an eligible area above are ineligible.

Eligible Activities
Targeted marketing campaigns focused on driving visitors back to the most impacted and distressed communities and businesses as a result of Hurricane Sandy. Eligible activities may include, but are not limited to:

- Television advertising;
- Radio advertising;

- Print advertising;
- Web advertising
- Social media advertising; and
- Promotional events

Ineligible Activities
These funds shall not be used in whole or in part for any of the following activities:

- General marketing of New York State or the municipality;
- Political campaigns;
- Endorsement of sports teams
- Entertainment; or
- Any other item that cannot be expressly linked with the recovery efforts for the affected communities and businesses.

Applicant Requirements
Applicants must be able to demonstrate impacts to the community as a result of Hurricane Sandy. This must include objectively-measured data from 2011, 2012 pre-storm and post-storm data to demonstrate the true impact of Hurricane Sandy on the community. In addition, applicants must be able to describe the marketing and advertising campaign to be implemented, including details on what media outlets shall be used, the proposed target audience(s), the budget and timeline, and any additional community strategies or partnerships that will enhance the impact, or aid in the implementation, of the proposed campaign. Applicants should include draft materials and third-party estimates to support the application. Applicants must be able to specifically identify the proposed accomplishments of the campaign and how they can be achieved during the project completion period. These proposed accomplishments must include performance metrics such as number of distributed materials, number of posted advertisements, number of events held, and any other relevant indicators for success of the program. This may include, but is not limited to such as the amount of the proposed increase in revenues, number of visitors, number of hotel bookings, and any other relevant indicators for success of the program.

Project Completion Period
Recipients will be given 6 months to implement their proposed program and report on the program's accomplishments.

Funding Limits
The amount of the award is dependent upon the need, activities and proposed accomplished identified by the Applicant. Applicants will be expected to demonstrate the budget for the marketing activities in advance of awarding of funds.

City of Long Beach
CDBG-DR Advertising and Marketing Campaign
Estimated Accomplishments

Schedule A-Special Conditions

1. Description of Marketing and Advertising Activities:

In the wake of Superstorm Sandy the City of Long Beach has developed a plan for economic development citywide which will include a large-scale, regional marketing campaign that will promote "Long Beach is Open for Business."

Summertime is when Long Beach is at its best; when, under normal circumstances with a fully operational boardwalk, over one million visitors come to the "City by the Sea". However, this year, many are fearful that without the boardwalk, and without getting the word out that Long Beach is ready for business, many visitors who normally come, may not frequent our City.

This campaign will promote seasonal tourism, support local businesses, and provide a significant boost to our local economy. A wide variety of advertising outlets will be encompassed in this campaign across the following mediums:

- Television
- Radio
- Billboards
- Web/Social Media
- Print Media

A primary goal of the "Long Beach is Open for Business" campaign is to promote the City in an effort to encourage visitors to return and provide extensive outreach in order to assist with four critical areas: job retention, small business support, revitalization and stabilization and promoting recovery of the City's economic drivers that were significantly affected by Superstorm Sandy.

2a. Number of Distributed Materials (i.e. Print/Newspapers)

Approx. 1,500,000 Distributed Materials

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Multiple Ads during the campaign period:

Newsday
NY Times
Time Out NY,
NY Magazine
Queens Courier
Times Ledger
Queen Chronicle
Queens Gazette
NY Post

2b. Number of Posted Advertisements (i.e. Posters/Billboards)

Approx. 119 Advertisements

LIRR – 20 Station Platform Posters
Subway – 75 Subway platform posters
Subway – 16 Urban Panels
Billboards – total of 8 (NYC, Queens, Brooklyn)

2c. Number of Events Held

Approx. 50

Beach Concerts- 30
Events- 20

Example of Scheduled Events for 2013

Fireworks Extravaganza
Arts & Crafts Festival
Fall Festival
Arts in the Plaza
Sean Ryan & Children's Fun Run
Waterfront Warriors 5K
City Manager's 10-Mile Trophy Run
Labor Day Run
City Council Turkey Trot
Farmers Market (50 days)
May-Nov every Wed & Sat
Bike Safety
Larry Elovich 5K Run
Irish Day
Long Island Crisis Center Walk
Long Beach Lifeguard Memorial Swim

2d. Number of People Reached through Advertisements (this is an estimate based on the media we currently have booked)

Approx. 10 Million people

May 21, 2013

Item No. 6
Resolution No. 81/13

The following Resolution was moved by Pres. Mandel and seconded by Mr. Torres :

Resolution Authorizing the Retention of Creative Advertising Concepts and Zimmerman/Edelson Inc. for Regional Marketing and Advertising Campaign Services.

WHEREAS, the City Council believes that the allure of beach going, shopping, dining and visiting the City of Long Beach should be advertised through different mediums in order to promote tourism and to assist in the providing of patrons to our restaurants and shops in the hope of bringing a significant boost to our local economy; and

WHEREAS, after due advertising therefore, four proposals were received in the Office of the City Purchasing Agent on April 18, 2013 for a regional marketing and advertising campaign for the spring and summer of 2013, targeted to the City's recovery efforts post Superstorm Sandy, promoting the theme that "Long Beach is Open for Business"; and

WHEREAS, two professional firms submitted proposals that best meet the needs and desires of the City: Creative Advertising Concepts, 74 West Park Avenue, Long Beach, New York 11561 and Zimmerman/Edelson Inc., 5 Bond Street, Great Neck, New York 11021;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and he hereby is authorized to enter into an agreement with Creative Advertising Concepts, 74 West Park Avenue, Long Beach, New York 11561 and Zimmerman/ Edelson Inc., 5 Bond Street, Great Neck, New York 11021, engaging said firms for a regional marketing and advertising campaign for the spring and summer of 2013 promoting the theme that "Long Beach is Open for Business". Funding will be provided from grant monies through the Empire State Development Corporation and other corporate sponsorships. Spending will be capped to the amount of grant monies received; and be it further

RESOLVED, that said agreements shall contain such other terms and conditions as the City Manager may deem proper.

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APPROVED: [redacted]

City Purchasing Agent

APPROVED AS TO ADMINISTRATION: [redacted]

City Manager

APPROVED AS TO FUNDS: [redacted]

City Comptroller

APPROVED AS TO FORM & LEGALITY: [redacted]

Corporation Counsel

VOTING:

Council Member Adelson - AYE

Council Member Goggin - AYE

Council Member McLaughlin- AYE

Council Member Torres - AYE

President Mandel - AYE