

**Advertising Committee Meeting Agenda**

**IDA and LDC**

**Courtroom, 2<sup>nd</sup> Floor**

**350 Front Street, Hempstead, NY**

**November 19, 2024**

**8:55 AM**

A Livestream of the meeting may also be viewed at [www.tohlde.org](http://www.tohlde.org). Select "Meeting Information and then Youtube – Live Stream and Recorded Meetings."

LDC Members: Thomas Grech, Jack Majkut, Fred Parola, Mike Lodato, Laura Tomeo and Jerry Kornbluth

IDA Members: Thomas Grech, Jack Majkut, Fred Parola  
Mike Lodato, Laura Tomeo/Lorraine Rhoads and Jerry Kornbluth

**Agenda:**

IDA – Review and acceptance of 2025 Todd Shapiro Associates  
Contract for 2025 Public Relations and Press Releases

IDA Review and acceptance of 2025 Website Hosting and  
Maintenance Agreement with Giovatto Agency

LDC Review and acceptance of 2025 Website Hosting and  
Maintenance Agreement with Giovatto Agency



October 29, 2024

Town of Hempstead Industrial Development Agency  
350 Front Street, Room 234-A  
Hempstead, NY 11550

The Town of Hempstead Industrial Development Agency will retain Todd S. Shapiro Associates, Inc. as a public relations consultant for the period commencing on January 1, 2025, and ending on December 31, 2025. In that capacity, the Consultant will provide advice to the Agency on matters involving industrial development, advice with respect to media relations for the Agency and shall act as the Agency's spokesperson if necessary. Todd S. Shapiro Associates will also prepare and retain approval for distribution of press releases for all induced and closed projects, including quotes from applicants and photos of the project during construction and after completion. In addition, Todd S. Shapiro Associates will do social media postings for the Hempstead IDA on Instagram, Twitter and Facebook and post a minimum of ten social media posts per month, including on the website. All posts will be approved by the Hempstead IDA prior to being posted. Periodically blast emails will go out with an approved list from the IDA.

For his services, the consultant shall be paid at a rate of \$30,000.00 annually. Such payments shall be made in arrears and upon submission of an IDA claim form. Each monthly installment will be for \$2,500.00. In providing services to the Agency under this contract, the Consultant shall at all times be acting as an independent contractor and not as an employee of the Town of Hempstead IDA. It shall be the Consultant's responsibility to make any and all tax payments, which may be due by the Agency and payable as a result of payments made to him. By execution of the agreement, the Town of Hempstead IDA agrees to indemnify, hold harmless and defend Todd S. Shapiro Associates, Inc., against all claims and/or litigation and/or liability, arising from services performed under this Agreement and/or information supplied to Todd S. Shapiro Associates, Inc. by the Town of Hempstead IDA, unless said claims, litigation and/or liability results, directly or indirectly, from the negligence, malfeasance, failure to act or breach or failure of performance hereunder by Todd S. Shapiro Associates, Inc., its agents, servants and/or employees. The term of the agreement is 12 months, ending December 31, 2025. This Agreement shall be cancelable, by either the Agency or the Consultant, with 30 days written notice.

Todd Shapiro, President  
Todd S. Shapiro Associates, Inc.

Todd Shapiro  
President, Todd S. Shapiro Associates

Date: 10/29/2024

Date: \_\_\_\_\_

\_\_\_\_\_  
Frederick E. Parola  
CEO, Town of Hempstead IDA

Giovatto Agency

307 W. Penn St., Long Beach, NY 11561

2025 Agency of record Terms of Agreement for the Town of Hempstead

Industrial Development Agency (TOHIDA)

This agreement confirms that Giovatto advertising agency is appointed as marketing advertising and sales promotion agency of record for the Town of Hempstead Industrial Development Agency (TOHIDA)

The following terms will apply:

1) This agreement with the Giovatto agency shall become effective January 1, 2025, and shall continue for a minimum of one (1) year, unless terminated on at least (30) days prior by written notice given to the Town of Hempstead Industrial Development Agency, or by Giovatto agency.

Such notice of termination shall be sent by registered or certified mail, return receipt requested, to the principal place of business of the party to whom such notice is directed. In the event of giving such notice of cancellation, Giovatto agency shall nevertheless continue to receive the remuneration earned pursuant to this agreement during such (30) day to the date of termination of all advertising.

2) For Creative, preparation and Production, Giovatto agency will prepare a cost estimate. When TOHIDA shall evidence its approval of a written estimate submitted by the Giovatto agency by signing and approving the same, Giovatto agency may enter into contracts.

3) All advertising run in all media, including but not limited to newspapers, magazines, billboards, radio and television, Internet, will be placed through Giovatto agency and all media billing will be sent directly to the Giovatto agency and Giovatto agency will bill out Media costs to the Town of Hempstead IDA, at the gross rate. Media billing will be sent to the Town Of Hempstead IDA at the end of each month; payment is requested within (7) days of receipt.

4) If upon TOHIDA requests, media contracts are taken out and client-agency relations are severed, TOHIDA agrees to pay "short rate" on any outstanding contract obligations.

5) The Giovatto agency will perform the following services for TOHIDA in connection with the planning, preparation, and placing of advertising and marketing materials:

Giovatto Agency

307 W. Penn St., Long Beach, NY 11561

- a. Review your services and your marketing strategies.
- b. Analyze your present and potential markets and marketing objectives.
- c. Create, prepare and submit for your review and approval advertising and marketing materials.
- d. Employee on your behalf our knowledge of available media and means that can be profitably used to advertise and promote your services.
- e. Write, design, illustrate or otherwise prepare your advertisement and marketing materials, including commercials, radio or TV to be broadcast or other appropriate forms of advertising and marketing materials subject to your approval.
- f. What is the space, time or other means to be used for your advertising and handle media billing and payments endeavoring to secure the most advantageous rates available, subject to your approval?

6) The proposed annual budget is to be allocated to media insertions, creative, and production expenses.

7) Payment terms for creative and production charges will be invoiced to TOHIDA on a per project basis; payment is requested within (seven) days from receipt of invoice.

8) As between you and us, all advertising material prepared by the Giovatto agency and accepted and paid for by TOHIDA for use in advertising here will become TOHIDA property. It is understood that there may be limitations on the use and ownership of materials by virtue of the Rights of the third-party. We will advise you of the existence of such limitations.

If the above accordance with your understanding and agreement, kindly indicate your consent here too by signing in the place provided below on both copies enclosed here in and returning one copy to us

Giovatto agency by full:\_\_\_\_\_ Date:\_\_\_\_\_

Accepted and agreed: Town of Hempstead Industrial Development Agency (TOHIDA)

By full: \_\_\_\_\_ Date:\_\_\_\_\_

10/24/24

# Giovatto Agency 307 W. Penn St., Long Beach, NY 11561

2025 Agency of record Terms of Agreement for the Town of Hempstead

Local Development Corporation (TOHLDC)

This agreement confirms that Giovatto advertising agency is appointed as marketing advertising and sales promotion agency of record for the Town of Hempstead Local Development Corporation (TOHLDC) The following terms will apply:

1) This agreement with the Giovatto agency shall become effective January 1, 2025, and shall continue for a minimum of one (1) year, unless terminated on at least (30) days prior by written notice given to the Town of Hempstead Local Development Corporation, or by Giovatto agency.

Such notice of termination shall be sent by registered or certified mail, return receipt requested, to the principal place of business of the party to whom such notice is directed. In the event of giving such notice of cancellation, Giovatto agency shall nevertheless continue to receive the remuneration earned pursuant to this agreement during such (30) day to the date of termination of all advertising.

2) For Creative, preparation and Production, Giovatto agency will prepare a cost estimate. When TOHLDC shall evidence its approval of written estimate submitted by the Giovatto agency by signing and approving same, Giovatto agency may enter into contracts.

3) All advertising run in all media, including but not limited to newspapers, magazines, billboards, radio and television, Internet, will be placed through Giovatto agency and all media billing will be sent directly to the Giovatto agency and Giovatto agency will bill out Media costs to the Town of Hempstead LDC, at the gross rate. Media billing will be sent to the Town Of Hempstead LDC at the end of each month payment is requested within (7) days of receipt.

4) If upon TOHLDC requests, media contracts are taken out and client agency relations are severed, TOHLDC agrees to pay "short rate" on any outstanding contract obligations.

5) The Giovatto agency will perform the following services for TOHLDC in connection with the planning, preparation, and placing of advertising and marketing materials:

- a. Review your services and your marketing strategies.
- b. Analyze your present and potential markets and marketing objectives.
- c. Create, prepare and submit for your review and approval advertising and marketing materials.
- d. Employee on your behalf our knowledge of available media and means that can be profitably used to advertise and promote your services.

Giovatto Agency 307 W. Penn St., Long Beach, NY 11561

- e. Write, design, illustrate or otherwise prepare your advertisement and marketing materials, including commercials, radio or TV to be broadcast or other appropriate forms of advertising and marketing materials subject to your approval.
  - f. What is the space, time or other means to be used for your advertising and handle media billing and payments endeavoring to secure the most advantageous rates available, subject to your approval?
- 6) The proposed annual budget is to be allocated to media insertions, creative, and production expenses.
- 7) Payment terms for creative and production charges will be invoice to TOHLDC on a per project basis payment is requested within (seven) days from receipt of invoice.
- 8) As between you and us, all advertising material prepared by the Giovatto agency and accepted and paid for by TOHLDC for use in advertising here will become TOHLDC property. It is understood that there may be limitations on the use and ownership of materials by virtue of the Rights of the third-party. We will advise you of the existence of such limitations.

**NOTE: 2025 HOSTING and MAINTENANCE = \$5,000**

If the above accordance with your understanding and agreement, kindly indicate your consent here too by signing in the place provided below on both copies enclosed here in and returning one copy to us

Giovatto agency by full: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted and agreed: Town of Hempstead Local Development Corporation (TOHLDC)

By full: \_\_\_\_\_ Date: \_\_\_\_\_

10/24/24