

George Latimer
County Executive

Natasha Caputo
Director
Tourism & Film

78534

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo
Director of Tourism & Film

Date: August 11, 2020

Re: Authority to amend a First Amendment to an Agreement with Eric Mower & Associates, Inc. d/b/a Mower ("Mower"), for the provision of public relations, marketing, advertising and creative services to promote tourism in Westchester County for the period commencing on January 1, 2020 and continuing through December 31, 2020 for an amount not-to-exceed \$490,000.00, by expanding the scope of services thereunder to include new advertising/marketing program (s) including a campaign known as "Westchester Safety/Westchester Cares", to support the resumption and publicizing of activity at tourism businesses, including hotels, restaurants, and destination attractions.

By resolution approved on December 20, 2018 (the "December 20th Resolution"), your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Office of Tourism & Film ("WCOTF"), to enter into an agreement with Mower for the provision of integrated public relations and marketing, including advertising and creative services, to promote tourism in Westchester County, for an initial term commencing on November 15, 2018 and terminating on December 31, 2019 for an amount not to exceed Four Hundred Ninety Thousand Dollars (\$490,000.00), payable pursuant to an approved budget and subject to County appropriations (the "Agreement"). The December 20th Resolution further provided that the County, at its sole option, could extend the term of the Agreement for an additional one (1) year period, on the same terms and conditions as agreed to by the parties for the initial term, subject to the further approval of your Honorable Board. The Agreement was subsequently executed.

Thereafter by resolution approved on December 5, 2019, your Honorable Board authorized the County to amend the Agreement to exercise its option to extend the term thereof for an additional year commencing on January 1, 2020 and continuing through December 31, 2020 for an additional amount not-to-exceed \$490,000.00, payable pursuant to an approved budget (the "First Amendment"). The First Amendment was subsequently executed.

As your Honorable Board is aware, the COVID-19 pandemic has had a detrimental effect on all sectors of the local economy, including the County's tourism industry. As we emerge from the COVID pause, WCOTF seeks to develop a new program(s) to support the resumption of activity at tourism businesses, including hotels, restaurants, and destination attractions. The new program, known as "Westchester Safety/Westchester Cares", will underscore that the County's tourism businesses are committed to the health and safety of their staff and customers by taking a safety pledge to ensure a healthy environment in which to explore all that Westchester County has to offer. We are seeking the services of Mower, the County's current advertising/public relations agency, to assist us in this effort. Using funding received under the CARES Act, Mower will develop a multi-channel, COVID-19 recovery/reopening program and remarketing of our tourism campaign to help publicize our tourism industry many attractions and activities safer and reinforce messaging to encourage visitors to come to Westchester County.

Accordingly, authority is requested to amend the First Amendment to an Agreement with Mower for the provision of public relations, marketing and advertising services to promote tourism in Westchester County for the period from January 1, 2020 through December 31, 2020, by expanding the scope of services thereunder to include a new advertising/marketing campaign known as "Westchester Safety/Westchester Cares", to support the resumption of activity at tourism businesses, including hotels, restaurants, and destination attractions throughout the County, with an emphasis on their commitment to the health and safety of their staff and customers (the "Additional Services").

In consideration for the Additional Services rendered, Mower shall be paid an amount not-to-exceed One Hundred Sixty-One Thousand (\$161,000.00), payable pursuant to an approved budget.

It should be noted that while \$161,000.00 in CARES Act funding will be used to compensate Mower for the Additional Services rendered under the new campaign, the total not-to-exceed amount of \$490,000.00 under the First Amendment will remain unchanged.

Except as specifically amended hereby, all remaining terms and conditions set forth in the First Amendment to the Agreement with Mower shall remain in full force and effect

Authority to exempt this amendment to the First Amendment from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xxi thereof, has been granted by your Honorable Board in accordance with a separate resolution of even date herewith.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

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RESOLUTION

Upon a communication from the Director of Tourism & Film, be it hereby:

RESOLVED, that the County of Westchester (the “County”) is authorized to amend a First Amendment to an Agreement (the “First Amendment”) with Eric Mower & Associates, Inc. d/b/a Mower (“Mower”), for the provision of public relations, marketing, advertising and creative services to promote tourism in Westchester County for a term commencing on January 1, 2020 and continuing through December 31, 2020 for an amount not-to-exceed \$490,000.00, payable pursuant to an approved budget, by expanding the scope of services thereunder to include a new advertising/marketing campaign known as “Westchester Safety/Westchester Cares”, to support the resumption of activity at tourism businesses, including hotels, restaurants, and destination attractions throughout the County, with an emphasis on their commitment to the health and safety of their staff and customers (the “Additional Services”); and be it further

RESOLVED, that in consideration for the Additional Services rendered, Mower shall be paid an amount not-to-exceed One Hundred Sixty-One Thousand (\$161,000.00), payable pursuant to an approved budget; and be it further

RESOLVED, that the aggregate not-to exceed amount of Four Hundred Ninety Thousand (\$490,000.00) authorized under the First Amendment shall remain unchanged; and be it further

RESOLVED, that except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the First Amendment shall remain in full force and effect upon the parties; and be it further

RESOLVED, that the County Executive or his duly authorized designee be hereby authorized and empowered to execute any and all instruments necessary and proper to accomplish the purposes of this Resolution.

Account to be Charged/credited

Year	Fund	Agency	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
	101	11	0720	4998		\$161,000

Budget Funding Year(s) 2020 Start Date 3-15-2020 End Date 12-30-2020

Tax Dollars: _____
 State Aid: _____
 Federal Aid: CARES ACT _____
 Other: _____