

George Latimer  
County Executive

Natasha Caputo  
Director  
Tourism & Film  
80358

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo  
Director of Tourism & Film

Date: October 21, 2020

Re: Authority to further amend 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 by extending the term thereof for the period from January 1, 2021 through December 31, 2021 for an amount not-to-exceed \$490,000.00, payable pursuant to an approved budget.

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By resolution approved on December 20, 2018 (the "December 20<sup>th</sup> 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 (the "Services"), 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 20<sup>th</sup> 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.

Thereafter by resolution approved on August 20, 2020, your Honorable Board authorized the County to amend the First Amendment to the Agreement with Mower by expanding the 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, with no change to the not-to-exceed amount of \$490,000 (the “Second Amendment”). The Second Amendment was subsequently executed.

The parties now desire to further amend the Agreement in order to extend the term thereof for the period from January 1, 2021 through December 31, 2021 (the “Extension Period” or the “Third Amendment”). During the Extension Period, Mower will continue to provide the Services authorized under the original Agreement as determined by the Director of the WCOTF. In consideration for the Services to be provided during the Extension Period, Mower will be paid an amount not-to-exceed \$490,000, in accordance with an approved budget.

It should be noted that since the Third Amendment will be funded by hotel occupancy tax revenues which are subject to change over the course of the year, it will contain a clause permitting the County to modify the contract budget as it deems appropriate. This may include reducing the amount allocated for a specific service component, or shifting allocations from one service component to another service component, to make the best use of available funds.

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

Authority to exempt the proposed Third 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.

NC/jpg  
Attachment

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the "County") is authorized to further amend an Agreement with Eric Mower & Associates, Inc. d/b/a Mower ("Mower"), as previously amended by a First Amendment and a Second Amendment, pursuant to which Mower agreed to provide public relations, marketing, advertising and creative services to promote tourism in Westchester County (the "Services"), by extending the term thereof for the period from January 1, 2021 through December 31, 2021 (the "Extension Period"); and be it further

**RESOLVED**, that in consideration for the Services to be rendered during Extension Period, Mower shall be paid an amount not-to-exceed Four Hundred Ninety Thousand (\$490,000.00), pursuant to an approved budget; and be it further

**RESOLVED**, that since the proposed Amendment will be funded by hotel occupancy tax revenues which are subject to change over the course of the year, it will contain a clause permitting the County to modify the contract budget as it deems appropriate. This may include reducing the amount allocated for a specific service component, or shifting allocations from one service component to another service component, to make the best use of available funds; and be it further

**RESOLVED**, that except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the Agreement, as previously amended, 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
	2021	101	11	0720	4250		400,000.00
	2021	263	11		4250	507W	90,000.00

Budget Funding Year(s) 2021 Start Date 1-1-2021 End Date 12-31-2021

Tax Dollars: \_\_\_\_\_  
 State Aid: \_\_\_\_\_  
 Federal Aid: \_\_\_\_\_  
 Other: Hotel tax