

George Latimer  
County Executive

Natasha Caputo  
Director  
Tourism & Film

**89314**

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo  
Director of Tourism & Film

Date: December 2, 2021

Re: Resolution authorizing the County of Westchester to enter into an agreement with Eric Mower & Associates, Inc. d/b/a 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, 2022 and terminating on December 31, 2022, for a total amount not-to exceed Four Hundred Ninety Thousand Dollars (\$490,000.00), payable pursuant to an approved budget and subject to County appropriations.

---

Transmitted herewith is a resolution which, if approved by your Honorable Board, will authorize the County of Westchester (the "County"), acting by and through its Office of Tourism & Film ("WCOTF"), to enter into 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 a term commencing on January 1, 2022 and terminating on December 31, 2022. In consideration for services to be rendered, the County will pay Mower 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").

Pursuant to the terms of the proposed Agreement, Mower will serve as the County's non-exclusive, full service public relations, marketing, advertising and creative agency to promote Westchester County Tourism, including but not limited to serving as point of contact for media inquiries, developing an ongoing public relations strategy and expanding the County's tourism branding campaign, "Beyond Expectations." Mower will also produce and distribute press materials, monthly consumer newsletters and press releases, quarterly travel industry newsletters, fact sheets, talking points collateral materials for tradeshow booths and any other special materials requested by WCOTF. In addition, Mower will set a digital and advertising strategy to assist the County's efforts in pandemic recovery of tourism, continuing and building upon the "Beyond" campaign.

Furthermore, Mower will also work in conjunction with WCOTF and its key partners including local, community and state partners to continue and expand the Office for Tourism's outreach and communications including Hudson Valley Tourism and I Love NY to gain additional visibility and to develop cross promotional opportunities.

It should be noted that since this Agreement 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. However, in no event will the not-to-exceed amount exceed the sum of \$490,000.00.

Authority to exempt the procurement of the proposed Agreement 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.

The proposed Agreement will serve a public purpose by promoting tourism in the County, thereby stimulating the local economy by bringing both leisure and business visitors into the County to patronize our local attractions, hotels, and restaurants. The goals and objectives of this proposed agreement will be to promote the County as a tourist and business destination. The goals and objectives are in the best interests of the County in terms of fiscal responsibility because the advertising campaign will increase tourism in the County and bring more tourist dollars into the local economy. The goals and objectives will be tracked and monitored by the number of inquires to the Office of Tourism, the number of clicks on websites, brochure distribution, and the number of leads.

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

NC/jpg

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the "County") is authorized to enter into 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 a term commencing on January 1, 2022 and terminating on December 31, 2022, for a total amount not-to exceed Four Hundred Ninety Thousand Dollars (\$490,000.00), payable pursuant to an approved budget (the "Agreement"); and be it further

**RESOLVED**, that since this Agreement 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. However, in no event will the not-to-exceed amount exceed the sum of \$490,000.00; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; 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	Fund	Agency	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
	101	11	0720	4250		\$490,000

Budget Funding Year(s) 2022 Start Date 1-1-22 End Date 12-31-22

Tax Dollars: -0-

State Aid: \_\_\_\_\_ -0- \_\_\_\_\_  
Federal Aid: \_\_\_\_\_ -0- \_\_\_\_\_  
Other: \_\_\_\_\_ \$490,000.00 Hotel tax \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/06/2022 - RAYMOND SCULKY, SECRETARY