

Robert P. Astorino  
County Executive

Natasha Caputo  
Director  
Tourism & Film

37648

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo  
Director of Tourism

Date: December 17, 2013

Re: Resolution authorizing the County of Westchester to enter into an agreement with Thompson & Bender, LLC, for the provision of public relations and creative services, for a one (1) year term commencing January 1, 2014 and terminating December 31, 2014, for a total amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), payable pursuant to an approved budget and subject to County appropriations

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Transmitted herewith is a resolution which, if approved by your Honorable Board, will authorize the County of Westchester (the "County") to enter into an agreement with Thompson & Bender, LLC ("Thompson & Bender"), for the provision of public relations and creative services, for a one (1) year period commencing January 1, 2014 and terminating December 31, 2014. In consideration for services rendered, the County will pay Thompson & Bender an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), payable pursuant to an approved budget and subject to County appropriations.

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

Pursuant to the terms of the proposed agreement, Thompson & Bender will serve as the County's non-exclusive, full service public relations and creative agency to promote Westchester County Tourism & Film, including but not limited to serving as point of contact for media inquiries, developing an ongoing public relations strategy and continuing the expansion of the County's -tourism branding campaign, "Meet Me In Westchester". In addition, Thompson & Bender will produce and distribute press materials, monthly consumer newsletter, quarterly travel industry newsletter, fact sheets, talking points collateral materials for tradeshow booths and any other special materials requested by the Office for Tourism.

Furthermore, pursuant to the terms of the proposed agreement, Thompson & Bender will also work in conjunction with the Office for Tourism 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. Thompson & Bender will also promote the "Westchester County Super Celebration" in support of the upcoming Super Bowl coming to the region, create and produce a new Hispanic Heritage Guide, and expand the County Farms & Orchards brochure. Once created, the creative services, including all ads, logs and slogans, will become the full property of the County.

This 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/jpi

**RESOLUTION**

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

**RESOLVED**, the County of Westchester (the "County") is authorized to enter into an agreement with Thompson & Bender, LLC ("Thompson & Bender"), for the provision of public relations and creative services for a one (1) year period commencing January 1, 2014 and terminating December 31, 2014, in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), pursuant to an approved budget; 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		\$100,000
263	11	432P	4250	T432	\$100,000

Budget Funding Year(s) 2014 Start Date 1-1-14 End Date 12-31-14

Tax Dollars: \_\_\_\_\_ -0- \_\_\_\_\_  
State Aid: \_\_\_\_\_ -0- \_\_\_\_\_  
Federal Aid: \_\_\_\_\_ -0- \_\_\_\_\_  
Other: \$200,000 Hotel tax