

48132

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo  
Director of Tourism & Film

Date: August 13, 2015

Re: Authority to amend an agreement with Cvent, Inc. ("Cvent") pursuant to which Cvent granted the County a license to use Cvent's Supplier Network website to promote Westchester County as a tourist and business travel destination for a term commencing on August 1, 2014 and continuing through July 31, 2015 for an amount not-to-exceed \$4,294, by extending the term of the Agreement for one (1) additional year and by increasing the not-to-exceed amount thereunder by an additional \$4,828 to compensate Cvent for additional use of the license.

By resolution approved on August 7, 2014, your Honorable Board authorized the County of Westchester (the "County"), acting by and through the Westchester County Office of Tourism & Film ("OTF"), to enter into an agreement with Cvent, pursuant to which Cvent agreed to grant the County a non-exclusive, non-transferable license to access and use Cvent's Supplier Network website to transmit RFPs, bid responses and related communications among meeting and event planners and suppliers in order to promote Westchester County as a tourist and business travel destination (the "License"), for a one (1) year term commencing on August 1, 2014 and continuing through July 31, 2015 for an amount not-to-exceed \$4,294 (the "Agreement"). The Agreement was subsequently executed.

The parties now desire to amend the Agreement in order to: 1) extend the term thereof for an additional one (1) year period commencing on August 1, 2015 and continuing through July 31, 2016 (the "Extension Period"); and 2) increase the not-to-exceed amount thereunder by an additional \$4,828 to compensate Cvent for the use of the License during the Extension Period.

It should be noted that pursuant to the terms of the Agreement, as hereby amended, the County, to the extent permitted by law, will be required to defend, indemnify and hold Cvent harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by Cvent or which are agreed by Cvent to be paid by way of settlement or compromise, arising out of any third party claim due to a breach by the County of any of the representations and warranties made under the Agreement or any violation of applicable law.

The Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) iv thereof which exempts contracts for advertising.

Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect.

This Agreement will serve a public purpose by promoting tourism in Westchester County, thus helping to stimulate the local economy.

The goals and objectives of the Agreement will be to promote tourism in Westchester County. The goals and objectives are in the best interests of the County in terms of fiscal responsibility because tourism promotion 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 OTF through the number of inquires and leads.

Accordingly, I most respectfully recommend approval of the attached resolution.

NC/JPG/nm

APPROVED BOARD OF ACQUISITION & CONTRACTS 01/10/2015 - JOHN COCCARDI, SECRETARY

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to amend an agreement with Cvent, Inc. ("Cvent") pursuant to which Cvent granted the County a non-exclusive, non-transferable license to access and use Cvent's Supplier Network website to transmit RFPs, bid responses and related communications among meeting and event planners and suppliers (the "License") in order to promote Westchester County as a tourist and business travel destination for the period from August 1, 2014 through July 31, 2015 for an amount not-to-exceed \$4,294 (the "Agreement"), in order to: 1) extend the term of the Agreement for an additional one (1) year period commencing on August 1, 2015 and continuing through July 31, 2016 (the "Extension Period"); and 2) increase the not-to-exceed amount thereunder by an additional \$4,828 to compensate Cvent for the use of the License during the Extension Period; and be it further

**RESOLVED**, that pursuant to the terms of the Agreement, as hereby amended, the County, to the extent permitted by law, shall be required to defend, indemnify and hold Cvent harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by Cvent or which are agreed by Cvent to be paid by way of settlement or compromise, arising out of any third party claim due to a breach by the County of any of the representations and warranties made under the Agreement or any violation of applicable law; and be it further

**RESOLVED**, that except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect.

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
	263	11	0720	4250			\$4,828

Budget Funding Year(s) \_\_\_\_\_ Start Date 8-1-14 End Date 7-31-16  
 (must match resolution)

Funding Source Tax Dollars: Hotel Occupancy Tax  
 State Aid \_\_\_\_\_  
\$4,828 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_