

George Latimer
County Executive

Natasha Caputo
Director
Tourism & Film

#109860

To: Honorable Members of the Board of Acquisition and Contract

From: Natasha Caputo
Director of Tourism & Film

Date: October 23, 2024

Re: Authority for the County to exercise its second and final option under 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, by extending the term of the Agreement for an additional one (1) year period commencing on January 1, 2025 and continuing through December 31, 2025 for an amount not-to-exceed \$490,000.00, payable pursuant to an approved budget.

By resolution approved on January 19, 2023 (the "January 19th 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 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 an initial term commencing on January 1, 2023 and terminating on December 31, 2023 (the "Initial Term") 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 January 19th Resolution further provided that the County, at its sole option, could renew the Agreement for up to two additional terms of one (1) year each, on the same terms and conditions as the Initial Term, subject to the prior approval of your Honorable Board. The Agreement was subsequently executed.

Thereafter, by resolution approved on December 14, 2023, your Honorable Board authorized the County to exercise the first of its two options to extend the term of the Agreement with Mower for the period from January 1, 2024 through December 31, 2024 (the "First Amendment"). In consideration for services to be rendered by Mower during the term of the First Amendment, the County agreed to pay Mower an amount

not-to-exceed \$490,000.00, payable pursuant to an approved budget. The First Amendment was subsequently executed.

The County now desires to exercise the second of its two options to extend the term of the Agreement with Mower for an additional one-year period commencing on January 1, 2025 and continuing through December 31, 2025 (the "Second Amendment"). In consideration for services to be rendered by Mower during the term of the Second Amendment, the County shall pay Mower an amount not-to-exceed \$490,000.00, payable pursuant to an approved budget.

Authority to exempt the procurement of the proposed Second Amendment to the Agreement with Mower 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 Second Amendment to the 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 Second Amendment 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 inquiries to the WCOTF, the number of clicks on websites, brochure distribution, and the number of leads.

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

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 exercise the second of its two options under an agreement with Eric Mower & Associates, Inc. d/b/a Mower ("Mower"), pursuant to which Mower agreed to provide public relations, marketing, advertising and creative services to promote tourism in Westchester County, for an initial term commencing on January 1, 2023 and terminating on December 31, 2023, in an amount not-to exceed \$490,000.00 (the "Agreement"), as amended by a First Amendment thereto, pursuant to which the County exercised the first of its two options to extend the term of the Agreement from January 1, 2024 through December 31, 2024 for an additional amount not-to-exceed \$490,000.00 (the "First Amendment"), by further extending the term of the Agreement for an additional one (1) year period commencing on January 1, 2025 and continuing through December 31, 2025 for an additional amount not-to-exceed Four Hundred Ninety Thousand Dollars (\$490,000.00), payable pursuant to an approved budget; 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
2025	101	11	0720	4250		440,000.00
2025	263	11	A432	4250		50,000.00

Budget Funding Year(s) 2025 Start Date 01/01/2025 End Date 12/31/2025

Tax Dollars: _____
State Aid: \$50,000.00
Federal Aid: _____
Other: \$440,000.00 hotel tax