

32658

DATE: March 5, 2013

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Kerry M. Oristano
Commissioner, Department of Human Resources

SUBJECT: Authority for the County of Westchester (the "County") to enter into an agreement with Abigail Kirsch at Tappan Hill, Inc. to provide catering and event host services for a County employee awards breakfast on April 26, 2013

Authority is requested for the County of Westchester (the "County") acting by and through its Department of Human Resources (the "Department") to enter into an agreement with Abigail Kirsch at Tappan Hill, Inc. (the "Contractor") for the Contractor to provide catering and event host services for the Department to hold a County employee awards breakfast on April 26, 2013 for County employees having performed twenty-five years of employee service to the County (the "Agreement").

Under the proposed Agreement, the County will pay the Contractor an amount not-to-exceed \$4,000.00, pursuant to an approved budget.

In consideration for the Contractor catering and hosting the awards breakfast, the County will agree to protect, indemnify, defend and hold harmless, the Contractor and Abigail Kirsch Tappan Hill Realty Corp (the real property owner where the event shall occur), or the owners thereof, and their respective employees, officers, directors and agents (the "County indemnified parties") from and against all claims, losses or damages to persons or property, governmental charges or fines and costs (including reasonable attorneys' fees), arising out of or related to the County's performance or failure to perform its respective obligations under the Agreement, including any material breach of the Agreement; with the forgoing indemnity obligation explicitly excluding from its scope, claims, losses or damages to persons or property, and governmental charges or fines and costs (including reasonable attorney's fees), caused by or arising out of the County indemnified parties' performance or failure to perform any of their respective obligations under the Agreement.

The proposed Agreement will **serve a public purpose** by providing the County with catering and event host services to hold an awards breakfast for County employee public servants, who have performed twenty-five years of employee service to the County.

The **goals and objectives** of the proposed Agreement shall be to provide the County with catering and event host services to hold an awards breakfast for County employees having performed twenty-five years of employee service to the County.

The **goals and objectives** of the proposed Agreement are in the **County's best interest regarding fiscal responsibility** as honoring County employees having performed twenty-five years of employment service communicates the County's appreciation to said employees of their service to the County; thereby benefiting the County through increased County employee job satisfaction with resultant beneficial effects to County employee job performance and productivity.

The **goals and objectives** of the proposed Agreement **shall be tracked and monitored** by the staff of the Department of Human Resources.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

KMO/KMV/lac

APPROVED BOARD OF ACQUISITION & CONTRACT - COUNTY CLERK, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Human Resources, be it hereby

RESOLVED, that the County of Westchester (the “County”) acting by and through its Department of Human Resources, is hereby authorized to enter into an agreement with Abigail Kirsch at Tappan Hill, Inc. (the “Contractor”) for the Contractor to provide catering and event services for an employee awards breakfast to be administered by the Department on April 26, 2013 (the “Agreement”); and be it further

RESOLVED, that under the Agreement, the County will pay the Contractor an amount not-to-exceed \$4,000.00, pursuant to an approved budget; and be it further

RESOLVED, that in consideration for providing catering services, the County will agree to protect, indemnify, defend and hold harmless, the Contractor and Abigail Kirsch Tappan Hill Realty Corp., or the owners thereof, and their respective employees, officers, directors and agents (the “County indemnified parties”) from and against all claims, losses or damages to persons or property, governmental charges or fines and costs (including reasonable attorneys’ fees), arising out of or related to the County’s performance or failure to perform its respective obligations under the Agreement, including any material breach of the Agreement; with the forgoing indemnity obligation explicitly excluding from its scope, claims, losses or damages to persons or property, and governmental charges or fines and costs (including reasonable attorney’s fees), caused by or arising out of the County indemnified parties’ performance or failure to perform any of their respective obligations under the Agreement.

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 is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	11	0100	4380		\$4,000.00

Budget Funding Year(s): 2013 Start Date: 4/26/13 End Date: 4/26/13
(must match resolution)

Funding Source

\$4,000.00
(must match resolution)

Tax Dollars: \$4,000.00

State Aid: _____

Federal Aid: _____

Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/20/13 - JOMARY VERA, SECRETARY

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/04/2013 - JOMARY VIEIRA, SECRETARY