

Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

51366

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner of Social Services

DATE: February 5, 2016

SUBJECT: Authority to enter into an agreement with 455 Hospitality, LLC pursuant to which 455 Hospitality, LLC will furnish meeting space and dining space at the Doubletree Tarrytown Hotel for approximately two hundred (200) guests attending the Department of Social Service's Connections for Success Summit on March 22, 2016 for an amount not-to-exceed \$15,500

The County of Westchester (the "County"), acting by and through its Department of Social Services, Office of Workforce Investment (the "Department"), is requesting authority to enter into an agreement with 455 Hospitality, LLC (the "Provider"), parent company of the Doubletree Tarrytown Hotel (the "Hotel"), pursuant to which the Provider will furnish to the County meeting space and dining space at the Hotel for approximately two hundred (200) guests attending the Department's Connections for Success Summit (the "Event") on March 22, 2016 (with a rain date of March 29, 2016) (the "Agreement"). In consideration for services rendered, the County shall pay the Provider a fee of \$15,500.

It should be noted that pursuant to the terms of the Agreement, each party will agree "to the extent permitted by law, to protect, indemnify, defend and hold harmless the other party and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of the negligent acts or omissions of the other party, including but not limited to, the acts or omissions of each party's employees, representatives, agents, servants, invitees and/or event participants, in connection with the County's function."

The Department has complied with Sections 5(a) and 13 of the County Procurement Policy. The Department solicited price quotations from three (3) hotels providing meeting and banquet services as required by the Department for the Event. The following price quotes were received:

| | |
|---------------------------------|----------|
| 455 Hospitality, LLC | \$15,500 |
| Marriott Hotel Tarrytown | \$18,400 |
| Crowne Plaza Hotel White Plains | \$20,500 |

Since 455 Hospitality, LLC submitted the lowest price quote, it was awarded the contract for this event.

The Agreement will serve a public purpose because small businesses owners will attend workshops that would help them improve their businesses which will enable them to hire more staff.

The goals and objectives of the Agreement are to help existing small businesses do better and to help interested unemployed Westchester County residents start a business.

The goals and objectives are in the best interests of the County because this summit will help Westchester County residents and small businesses become less dependent on government assistance.

The services to be provided under the Agreement will be tracked and monitored by Workforce Development Board staff.

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

KMM/AT/JPG/nm

APPROVED BOARD OF ACQUISITION & CONTRACTS 03/10/2016 - LISAPRIJAJ, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Social Services, be it hereby

RESOLVED, that the County of Westchester (“County”), acting by and through its Department of Social Services, Office of Workforce Investment (the “Department”), is authorized to enter into an agreement with 455 Hospitality, LLC (the “Provider”), parent company of the Doubletree Tarrytown Hotel (the “Hotel”), pursuant to which the Provider will furnish to the County meeting space and dining space at the Hotel for approximately two hundred (200) guests attending the Department’s Connections for Success Summit (the “Event”) on March 22, 2016 (with a rain date of March 29, 2016) (the “Agreement”); and be it further

RESOLVED, that in consideration for services rendered, the County shall pay the Provider a fee of \$15,500; and be it further

RESOLVED, that pursuant to the terms of the Agreement, each party will agree “to the extent permitted by law, to protect, indemnify, defend and hold harmless the other party and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney’s fees), arising out of the negligent acts or omissions of the other party, including but not limited to, the acts or omissions of each party’s employees, representatives, agents, servants, invitees and/or event participants, in connection with the County’s function”; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be charged/credited

| Fund | Dept | Major Program, Program & Phase Or Unit | Object/ Sub- Object | Trust Account | Additional Dollars |
|------|------|--|------------------------|------------------|-----------------------|
| 275 | 22 | 402Q | 4531 | T402 | \$7,750 |
| 275 | 22 | 403Q | 4531 | T403 | \$7,750 |
| | | | | | |

Budget Funding Year(s) : 2015 Start Date: 03/22/2016 End Date: 03/22/2016
(must match resolution)

Funding Source

Tax Dollar:

State Aid:

\$15,500
(must match resolution)

Federal Aid: 100%
Other: