

OnBase# 90901

Date: February 4, 2022

To: The Honorable Board of Acquisition and Contract

From: George Latimer  
County Executive

Re: Authority to enter into an agreement with Innovative Programs Associates Inc. to create and implement a kitchen incubator in Peekskill, for a term from January 1, 2022 through December 31, 2022, for an amount not-to-exceed \$50,000.00, payable pursuant to an approved budget.

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On May 6, 2021, your Honorable Board authorized the County of Westchester (“County”) to enter into an agreement (“Original Agreement”) with Innovative Programs Associates Inc. (“Innovative”) to create and implement a kitchen incubator in Peekskill, for a term from January 1, 2021 through December 31, 2021, for an amount not-to-exceed \$50,000.00, payable pursuant to an approved budget, which Original Agreement was subsequently executed.

Pursuant to the Original Agreement, Innovative was to provide consulting services in connection with the creation of the Kitchen Incubator concept and budgets, efficient grant application writing, working with architects, equipment food service companies and contractors for the buildout of the Kitchen Incubator concept, create staff job descriptions, website, application form, marketing and outreach plans, working with on-site City of Peekskill management and other relevant entities in order to understand licensing requirements for the food entrepreneurs, create partnerships for free consulting/mentoring and work with Workforce development job training programs.

Authority is now being requested from your Honorable Board for the County to enter into another agreement with Innovative to continue to implement the kitchen incubator in Peekskill, pursuant to the terms of the Original Agreement, for a term from January 1, 2022 through December 31, 2022, for an amount not-to-exceed \$50,000.00, payable pursuant to an approved budget. Under the proposed agreement, Innovative will work with architects, equipment food service companies and contractors for the buildout of the Kitchen Incubator concept, create staff job descriptions, website, application form, marketing and outreach plans, work with on-site City of Peekskill management and other relevant entities in order to understand licensing requirements for the food entrepreneurs, create partnerships for free consulting/mentoring and work with Workforce development job training programs.

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 granted by your Honorable Board in accordance with a separate resolution of even date herewith.

The goals and objectives of this agreement are to develop and support emerging businesses in the culinary space. This kitchen incubator program will assist individuals and businesses trying to enter the culinary and restaurant sector of the Westchester economy, encouraging growth in this key part of the economy.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

GL//cmc

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/24/2022 - RAYMOND SCULKY, SECRETARY

**RESOLUTION**

Upon a communication from the County Executive, be it hereby

**RESOLVED**, that the County of Westchester (“County”) is hereby authorized to enter into an agreement with Innovative Programs Associates Inc. (“Innovative”) to create and implement a kitchen incubator in Peekskill, for a term from January 1, 2022 through December 31, 2022, for an amount not-to-exceed \$50,000.00, payable 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 Innovative, then Innovative 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 appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	11	0710	4380		\$50,000.00

Budget Funding Year(s) 2022 Start Date 01/01/2022 End Date 12/31/2022  
 (must match resolution)

Funding Source Tax Dollars \$50,000  
 State Aid \_\_\_\_\_  
 \$ 50,000 Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \_\_\_\_\_

