



Kenneth W. Jenkins
County Executive

Department of Human Resources

Lisa Denig, Esq.
Commissioner

#113564

DATE: April 24, 2025

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Lisa Denig, Esq.
Commissioner, Department of Human Resources

SUBJECT: Authority for the County of Westchester to enter into an agreement with Abigail Kirsch at Tappan Hill, Inc. for the provision of catering and event host services for a County employee awards breakfast on October 16, 2026, for an amount not to exceed \$10,400.00.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County"), acting by and through its Department of Human Resources (the "Department"), to enter into an agreement (the "Agreement") with Abigail Kirsch at Tappan Hill, Inc. ("Abigail Kirsch") for the provision of catering and event host services for a County employee awards breakfast on October 16, 2026 (the "Services"), for an amount not to exceed \$10,400.00, payable pursuant to approved rates and subject to appropriations.

As additional consideration for the Agreement, the County and Abigail Kirsch will each agree, to the extent permitted by law, to protect, indemnify, defend and hold harmless each other including their parents, subsidiaries or affiliates and its respective employees, officers, directors and agents 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 their own, their officers', employees', or agents' performance of their respective obligations under the Agreement, including any material breach of the Agreement. The foregoing indemnity explicitly excludes from its scope claims, losses or damages to persons or property, governmental charges or fines and costs (including reasonable attorney's fees) that are caused by, arise out of, or relate to the negligence or willful misconduct of the party seeking indemnity, or that of its officers, directors, employees or agents.

The Agreement was procured in compliance with Section 5 of the County's Procurement Policy and Procedures, under which provisions the Department solicited quotations for the Services. The Department obtained three price quotes from the following providers: Kittle House; Blue Hill at Stone Barns; and Abigail Kirsch at Tappan Hill. The County considered the quotations offered and evaluated each offeror's qualifications and experience. The Department determined that the offer from Abigail Kirsch would provide the County with the highest quality

services at the lowest possible cost for such quality services under the circumstances, and was, therefore, the most advantageous offer to the County.

The proposed Agreement will serve a public purpose by providing the County with catering and event host services to provide 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 provide 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 is 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 these employees for 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 through progress reports.

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

LD/KAM/mcz
Attachment

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. (“Abigail Kirsch”) for the provision of catering and event host services for a County employee awards breakfast on October 16, 2026, for an amount not to exceed \$10,400.00, payable pursuant to approved rates (the “Agreement”); and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that as additional consideration for the Agreement, the County and Abigail Kirsch will each, agree to the extent permitted by law, to protect, indemnify, defend and hold harmless each other including their parents, subsidiaries or affiliates and their respective employees, officers, directors and agents 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 their own, their officers’, employees’, or agents’ performance of their respective obligations under the Agreement, including any material breach of the Agreement. The foregoing indemnity explicitly excludes from its scope claims, losses or damages to persons or property, governmental charges or fines and costs (including reasonable attorney’s fees) that are caused by, arise out of, or relate to the negligence or willful misconduct of the party seeking indemnity, or that of its officers, directors, employees or agents; 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 Abigail Kirsch, then Abigail Kirsch 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 and empowered to execute and deliver all instruments and take any and all actions necessary or appropriate to effectuate the purposes hereof.

[Budget Boxes To Follow]

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	12	6010	4380		\$10,400.00

Budget Funding Year(s): 2026 Start Date: 10/16/26 End Date: 10/16/26
(must match resolution)

Funding Source
\$10,400.00
(must match resolution)

Tax Dollars: \$10,400.00
State Aid: _____
Federal Aid: _____
Other: _____