

George Latimer
County Executive

Department of Probation
Rocco A. Pozzi
Commissioner

Onbase # 95659

DATE: August 18, 2022

TO: Honorable Members
Board of Acquisition and Contract

FROM: Rocco A. Pozzi
Commissioner of Probation

RE: Request for authority for the County of Westchester to enter into an agreement with Sonesta White Plains Downtown pursuant to which it will provide catering and event host services for a term commencing on September 22, 2022 and expiring on September 22, 2022 for an amount not to exceed \$16,965.00

Authority of your Honorable Board is hereby requested for the County of Westchester ("County"), acting by and through the Department of Probation ("Department"), to enter into an agreement ("Agreement") with Sonesta White Plains Downtown ("Sonesta"), pursuant to which Sonesta will provide catering and event host services for the Department to hold an educational dinner for a term commencing on September 22, 2022 and expiring on September 22, 2022.

Under the proposed Agreement, the County will pay Sonesta an amount not to exceed \$16,965.00, payable as invoiced, pursuant to an approved budget.

The proposed Agreement requires the County to indemnify Sonesta as follows:

"Each party shall indemnify, defend and hold harmless the other party and its affiliates (including, in the case of the Hotel, its owner and its affiliates), and its and their officers, directors, partners, agents, members, managers, owners and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the provision of services or the use of the Hotel, except to the extent caused by the indemnified party's or agent's negligence or willful misconduct.

The Group further agrees to defend, indemnify, and hold harmless the Hotel and its affiliates (including Hotel's owner and its affiliates), officers, directors, partners, agents, members, managers, owners and employees from and against all Claims arising out of or caused by any act or omission of any Event attendees or any contractors hired or engaged by the Group in connection with the Event.

Administrative Office

The Group shall reimburse the Hotel for any damage to the Hotel caused by the Group or its contractors, and the Hotel reserves the right to deduct the amount of such damages from any advance deposits made by the Group.

Nothing in this Section shall be deemed to waive any statutory limitation of liability available to either party, including innkeeper laws, nor shall it waive or be deemed to have waived any defense which such party may have with respect to the Claims.

The provisions of this Section shall survive any termination or expiration of this Agreement.”

In accordance with the County Procurement Policy, the Department obtained rate quotes from the following providers: Mansion on Broadway, the Opus, and Sonesta. Sonesta submitted the most advantageous bid in terms of price and services to be provided.

The proposed Agreement will serve a public purpose by providing the County with catering and event host services to provide an educational opportunity for County employee public servants.

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

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

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/01/2022 - RAYMOND SULLIVAN, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Probation, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through the Department of Probation ("Department") is hereby authorized to enter into an agreement ("Agreement") with Sonesta White Plains Downtown ("Sonesta"), pursuant to which Sonesta will provide catering and event host services for the Department to hold an educational dinner for a term commencing on September 22, 2022 and expiring on September 22, 2022, in an amount not to exceed \$16,965.00, payable as invoiced, pursuant to an approved budget; and be it further

RESOLVED, that the County is authorized to indemnify Sonesta as follows:

"Each party shall indemnify, defend and hold harmless the other party and its affiliates (including, in the case of the Hotel, its owner and its affiliates), and its and their officers, directors, partners, agents, members, managers, owners and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the provision of services or the use of the Hotel, except to the extent caused by the indemnified party's or agent's negligence or willful misconduct.

The Group further agrees to defend, indemnify, and hold harmless the Hotel and its affiliates (including Hotel's owner and its affiliates), officers, directors, partners, agents, members, managers, owners and employees from and against all Claims arising out of or caused by any act or omission of any Event attendees or any contractors hired or engaged by the Group in connection with the Event.

The Group shall reimburse the Hotel for any damage to the Hotel caused by the Group or its contractors, and the Hotel reserves the right to deduct the amount of such damages from any advance deposits made by the Group.

Nothing in this Section shall be deemed to waive any statutory limitation of liability available to either party, including innkeeper laws, nor shall it waive or be deemed to have waived, any defense which such party may have with respect to the Claims.

The provisions of this Section shall survive any termination or expiration of this Agreement."

; and be it further

RESOLVED, that this Agreement is subject to the 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 appointed designee, is hereby authorized and empowered to execute any documents and take such actions as may be necessary and appropriate to effectuate the purposes hereof.

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/01/2022 - RAYMOND SCULLEY SECRETARY

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub- Object	Trust Account	Dollars
263	39	226 U	4380		\$16,965

Budget Funding Year(s) 2022 Start Date 9/21/22_____ End Date 9/20/2023_____
(must match resolution)

Funding Source Tax Dollars _____
State Aid _____
Federal Aid _____
Other Yes_____

\$16,965
(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/01/2022 - RAYMOND SCULKY, SECRETARY