



Department of Emergency Services

Memorandum

#77057

DATE: May 27, 2020

TO: The Honorable Board of Acquisition and Contract

FROM: John M. Cullen, Commissioner of Emergency Services

RE: **Authority to further amend an agreement with Westchester Catering, LLC (“Westchester Catering”) for the provision of catering and food delivery services for the Westchester County Department of Emergency Services at its Emergency Operations Center (“EOC”) and other County locations that are responding to the COVID-19 emergency, by increasing the total amount not-to-exceed thereunder by an additional \$50,000.00, from \$70,000.00 to \$120,000.00**

On or about April 16, 2019, the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“DES”) entered into a “short form” agreement with Westchester Catering (the “Agreement”) pursuant to which Westchester Catering agreed to furnish catering and food delivery services on an “as needed” basis for DES for emergency response/Indian Point drills and exercises, as well as meals in the event of an emergency activation of the EOC, for a term commencing on April 15, 2019 and continuing through April 14, 2020 for an amount not-to-exceed \$20,000.00, payable at approved rates.

Thereafter, by resolution approved on March 12, 2020 (the “March 12<sup>th</sup> Resolution”), your Honorable Board authorized the County to amend the Agreement with Westchester Catering in order to: 1) extend the term thereof from April 15, 2020 through September, 30, 2020; 2) increase the total amount not-to-exceed thereunder by an additional \$50,000.00, from an amount not-to-exceed \$20,000.00 to a new amount not-to-exceed \$70,000.00; and 3) expand the locations to be served by Westchester Catering to include any and all County locations that are preparing for and responding to the COVID-19 emergency (the “First Amendment”). The First Amendment was subsequently executed.

With the activation of the EOC for the COVID-19 response, DES has quickly gone through the additional \$50,000.00 earmarked under the First Amendment. In order to have sufficient funds available to compensate Westchester Catering for services to be rendered during the remainder of the contract term, it will be necessary to further amend the Agreement to increase the not-to-exceed cap by an additional \$50,000.00. Accordingly, authority is respectfully requested to further amend the Agreement with Westchester Catering in order to further increase the total amount not-

to-exceed thereunder by an additional \$50,000.00, from an amount not-to-exceed \$70,000.00 to a new amount not-to-exceed \$120,000.00.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

It should be noted that this amendment will be funded with Federal funds received under the CARES Act. Section 13 of the Westchester County Procurement Policy specifies that each procurement that is funded, in whole or in part, by federal funds shall be made in accordance with any and all applicable federal laws, regulations, rules, guidance, instructions, or grant terms. To the extent that it is applicable, the procurement that is the subject of this Second Amendment complies with 2 C.F.R. 200.320(f)(2), which allows for non-competitive procurement when “[t]he public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation”, based on the emergency that currently exists with regard to COVID-19 and the related urgent need for catering services for personnel working at the EOC.

The public purpose of this amendment to the Agreement is to ensure the continuity and productivity of the Emergency Operations Center (“EOC”) and other County locations during the COVID-19 emergency.

The goals and objectives of this amendment to the Agreement are to provide catering and food delivery services to county personnel participating in emergency response activities.

The Department shall monitor contract compliance and performance through careful review of all invoices.

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

JMC/LL/jpg  
Attachment

**RESOLUTION**

Upon a communication from the Commissioner of Emergency Services be it hereby

**RESOLVED**, that the County of Westchester is hereby authorized to amend an agreement with Westchester Catering, LLC, as previously amended, for the provision of catering and food delivery services for the Westchester County Department of Emergency Services for the period from April 15, 2019 through September 30, 2020 for a contract amount not-to-exceed \$70,000 (the "Agreement"), by increasing the total amount not-to-exceed thereunder by an additional \$50,000.00, from an amount not-to-exceed \$70,000.00 to a new amount not-to-exceed \$120,000.00; and be it further

**RESOLVED**, that except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized 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.

Original Agreement      \$20,000  
 First Amendment        \$50,000  
**This Amendment        \$50,000**  
 TOTAL                      \$120,000

Account to be  
 Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	20	1000	4998-01		\$50,000

Budget Funding Year(s) 2019-2020      Start Date 4/15/19      End Date 9/30/2020  
 (must match resolution)

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