



George Latimer
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

[#82948]

DATE: February 25, 2021

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes
Commissioner, Department of Social Services

SUBJECT: Authority to amend an agreement with Hillside Food Outreach, Inc., pursuant to which it was to provide the County with the preparation and delivery of monthly nutritional support and the provision and delivery of ordinary, essential non-food items to eligible low-income, homebound residents of Westchester County, including low-income residents who are temporarily effectively homebound due to quarantines related to COVID-19, by, 1.) extending its term by three (3) months, 2.) increasing its not-to-exceed amount by \$30,000.00, in order to account for additional costs during the extended term, and 3.) modifying its budget in order to allocate the additional funds.

The County of Westchester (the “County”) was authorized to enter into a ‘short form’ agreement with Hillside Food Outreach, Inc. (“Hillside”), pursuant to which Hillside was to provide the County with the preparation and delivery of monthly nutritional support to eligible low-income, homebound residents of Westchester County, including low-income residents who are temporarily effectively homebound due to quarantines related to COVID-19, (the “Services”) for the period from April 1, 2020 through March 31, 2021, for a total amount not-to-exceed \$15,300, payable pursuant to an approved budget (the “Original Agreement”). The Original Agreement was subsequently executed.

By a resolution approved on May 7, 2020, your Honorable Board authorized the County to amend the Original Agreement by, 1.) modifying its scope of work to include, as part of the Services, the provision and delivery of ordinary, essential non-food items (the “Additional Services”), 2.) increasing its not-to-exceed amount by \$45,000.00, from an amount not-to-exceed

\$15,300.00 to a new not-to-exceed amount of \$60,300.00, in order to pay for the Additional Services as well as account for additional food supplies and related costs involved in the provision of the Services, and 3.) modifying its budget in order to allocate the additional funds (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on August 6, 2020, your Honorable Board authorized the County to amend the Original Agreement, as amended by the First Amendment, by, 1.) increasing its not-to-exceed amount by \$60,000.00, from an amount not-to-exceed \$60,300.00 to a new not-to-exceed amount of \$120,300.00, in order to account for additional food supplies and related costs involved in the provision of the Services and the Additional Services, and 2.) modifying its budget in order to allocate funds within it (the "Second Amendment"). The Second Amendment was subsequently executed.

The County continues to require the Services and the Additional Services. Accordingly, the County respectfully requests authority from your Honorable Board to amend the Original Agreement, as amended by the First Amendment and the Second Amendment, (the "Agreement") by, 1.) extending its term by three (3) months, to a new termination date of June 30, 2021, 2.) increasing its not-to-exceed amount by \$30,000.00, from an amount not-to-exceed \$120,300.00 to a new not-to-exceed amount of \$150,300.00, in order to account for additional food supplies and related costs involved in the provision of the Services and the Additional Services during the extended term, and 3.) modifying its budget in order to allocate the additional funds (the "Third Amendment").

Except as specifically described above, all terms and conditions of the Agreement shall remain in full force and effect.

The proposed Third Amendment will serve a public purpose by continuing to provide the County with the services it needs in order to adequately provide assistance to eligible low-income, homebound residents of Westchester County, including those who are temporarily effectively homebound due to quarantines related to COVID-19.

The goal and objective of the proposed Third Amendment is to continue to provide the County with the services it needs in order to adequately provide assistance to eligible low-income, homebound residents of Westchester County, including those who are temporarily effectively homebound due to quarantines related to COVID-19.

The goal and objective of the proposed Third Amendment is in the best interests of the County in terms of health and safety, as continuing to provide the County with the services it needs in order to adequately provide assistance to eligible low-income, homebound residents of Westchester County, including those who are temporarily effectively homebound due to quarantines related to COVID-19, will ultimately help ensure the health and safety of such persons.

The goal and objective of the proposed Third Amendment will be tracked and monitored by the staff of the Department of Social Services.

I respectfully recommend approval of the attached resolution.

LGT/MD/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/11/2021 - LISA MRIJAJ, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend its agreement with Hillside Food Outreach, Inc. ("Hillside"), pursuant to which Hillside was to provide the County with the preparation and delivery of monthly nutritional support and the provision and delivery of ordinary, essential non-food items to eligible low-income, homebound residents of Westchester County, including low-income residents who are temporarily effectively homebound due to quarantines related to COVID-19, (the "Services") for the period from April 1, 2020 through March 31, 2021, for a total amount not-to-exceed \$120,300, payable pursuant to an approved budget, (the "Agreement") by, 1.) extending its term by three (3) months, to a new termination date of June 30, 2021, 2.) increasing its not-to-exceed amount by \$30,000.00, from an amount not-to-exceed \$120,300.00 to a new not-to-exceed amount of \$150,300.00, in order to account for additional food supplies and related costs involved in the provision of the Services during the extended term, and 3.) modifying its budget in order to allocate the additional funds; and be it further

RESOLVED, that except as specifically hereby authorized to be amended, all 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 is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	8900	5998		\$30,000.00

Budget Funding Year(s): 2021 Start Date: 04/01/20 End Date: 06/30/21
(must match resolution)

Funding Source Tax Dollars: _____
\$30,000.00 State Aid: _____
(must match resolution) Federal Aid: 100%
Other: _____