



Kenneth W. Jenkins
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

112357

DATE: October 30, 2025

TO: Honorable Members of the Board of Acquisition and Contract

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

SUBJECT: Authority for the County of Westchester to amend its agreement with Feeding Westchester, Inc. to assist non-profit food distribution centers for the period from January 1, 2025 through December 31, 2025, in an amount not to exceed \$800,000, in order to increase the not-to-exceed amount by \$50,000 to a new total amount not to exceed \$850,000, to be paid in accordance with an approved budget and subject to appropriations

By a resolution approved on December 12, 2024, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), to enter into an agreement with Feeding Westchester, Inc. ("Feeding Westchester"), pursuant to which Feeding Westchester will assist non-profit food distribution centers in collecting, storing and distributing food and providing technical assistance to all qualified non-profit anti-hunger programs that distribute this food free of charge to the ill, needy and infants in their immediate community in Westchester County, for the period from January 1, 2025 through December 31, 2025, for an amount not to exceed \$800,000, to be paid in accordance with an approved program budget (the "Agreement"). The Agreement was subsequently executed.

Authority is now requested to amend the Agreement in order to increase the not-to-exceed amount by \$50,000 from \$800,000 to a new total amount not to exceed \$850,000, to be paid pursuant to an approved budget and subject to appropriation ("First Amendment"; DSS7004-A-25).

With federal Supplemental Nutrition Assistance Program (SNAP) benefits set to end on November 1, 2025 and no relief in sight, these emergency funds will enable Feeding Westchester to expand food distribution immediately, prioritizing high-need areas where SNAP benefits have had the greatest impact. The emergency funds will help ensure local food pantries can continue to distribute food at no cost to them, meeting the growing needs of families suddenly left without federal support.

The goals and objectives of the proposed First Amendment are to assist in collecting, storing and distributing food and providing technical assistance to all qualified non-profit anti-hunger programs that distribute this food free of charge to the ill, the needy and infants in their immediate communities.

The goals and objectives of the proposed First Amendment are in the best interest of the County in terms of public health and safety as they are intended to reduce county-wide food insecurity and provide food for those who are hungry or at risk of hunger. By providing healthy food to the needy, the Department assists in promoting healthy consumption thereby reducing county-wide levels of food insecurity.

The goals and objectives of the proposed First Amendment are in the best interest of the County in terms of fiscal responsibility because the need for food has increased dramatically due to the economy and inflationary costs. People, who are receiving assistance, including food stamps, may not have sufficient food by month's end. Some people who have become poor due to the recent economic condition may not even qualify for any assistance, or may require supplemental food even with the provision of food stamps. The service that Feeding Westchester provides is aligned with the goals of the Department, which is to assist families and individuals with their basic needs until they can become self-sufficient.

The Agreement is aimed at assisting with the distribution of good nutritional food to the hungry and homeless population, which will ensure their health and well-being. This program will satisfy the needs of individuals who are hungry and homeless but do not wish to make an application for Public Assistance or Food Stamp benefits, thereby easing the financial burden on taxpayers.

The proposed First Amendment is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) xiv which exempts any procurement for the purpose of entering into a contract or contracts with not for profit organizations for the purposes of providing aid, care and support to persons in need of public assistance.

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

Accordingly, authority is requested for the County of Westchester to amend the Agreement with Feeding Westchester, Inc., to operate the above said program.

An appropriate resolution requesting your Honorable Board's approval is attached herewith.

LGT:TL

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to amend an agreement with Feeding Westchester, Inc. ("Feeding Westchester"), pursuant to which Feeding Westchester will assist non-profit food distribution centers in collecting, storing and distributing food and providing technical assistance to all qualified non-profit anti-hunger programs that distribute this food free of charge to the ill, needy and infants in their immediate community in Westchester County, for the period from January 1, 2025 through December 31, 2025 for an amount not to exceed \$800,000 (the "Agreement"), in order to increase the not-to-exceed amount authorized thereunder by an additional \$50,000, from an amount not-to-exceed \$800,000 to a new total amount not to exceed \$850,000, to be paid pursuant to an approved budget ("First Amendment"; DSS7004-A-25); and be it further

RESOLVED, that the First Amendment is subject to County Appropriations; and be it further

RESOLVED, that the First Amendment is also subject to further financial analysis of impact of the 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 adoptions(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 either to terminate the Agreement or to renegotiate the amount and rate approved herein. If the County subsequently offers to pay a reduced amount to Feeding Westchester, then Feeding Westchester shall have the right to terminate the Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any and all documents and to take such other actions necessary to effectuate the purposes hereof.

Initial Agreement: \$800,000
 First Amendment: 50,000
 New Total NTE Amount \$850,000

1. Account to be Charged/Credited:

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	8900	5960		\$50,000

2. Budget Funding Year(s): 2025

Start Date: January 1, 2025 End Date: December 31, 2025
 (Must match resolution)

3. Funding Source:

Federal	0%	CFDA#(s)	N/A		
State	0%	State ID#(s)	N/A		
Operating/ Tax Levy	100%				
Capital	N/A				

4. Total NTE: \$50,000
 (Must match resolution)