



George Latimer
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

72920

DATE: November 25, 2019

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner, Department of Social Services

SUBJECT: Authority to exercise the County's first option under its agreement with Westhab, Inc., pursuant to which it was to furnish services to provide and operate a facility at 21 Fountain Place in New Rochelle that could support a combination of emergency housing units and permanent housing units, and provide related services, for customers deemed eligible by the Department of Social Services.

By a resolution approved on February 7, 2019, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Westhab, Inc. ("Westhab"), pursuant to which Westhab was to furnish services to provide and operate a facility at 21 Fountain Place in New Rochelle that could support a combination of, a.) furnished housing units, as emergency housing units ("EHUs"), and b.) permanent housing units ("PHUs"), and provide related services for both the EHUs and PHUs, for customers deemed eligible by the Department of Social Services (the "DSS") for such housing and services, (collectively, the "Services") for an amount not-to-exceed \$971,000.00 for the period from March 1, 2019 through December 31, 2019 (the "Initial Term"), with the County having the sole option to extend the term for up to four (4) one (1) year periods thereafter on the same terms as the Initial Term (each an "Option Term"), except that the following respective not-to-exceed amounts will apply to each Option Term:

<u>Term</u>	<u>Not-To-Exceed Amount</u>
1.) Option Term #1 (1/1/20 - 12/31/20)	\$1,389,105.00
2.) Option Term #2 (1/1/21 - 12/31/21)	\$1,428,875.00
3.) Option Term #3 (1/1/22 - 12/31/22)	\$1,456,161.00
4.) Option Term #4 (1/1/23 - 12/31/23)	\$1,494,859.00

The Agreement was subsequently executed.

The County continues to require the Services. Therefore, DSS reviewed and analyzed the costs in the Agreement in order to ensure that they were reasonable. As part of that analysis, DSS analyzed both the costs of the housing units and the costs of the related services provided under the Agreement.

DSS determined that, under the Agreement, in 2020, the costs of the housing units and the costs the related housing services, are basically in line with other DSS contracts that involve similar housing and services. Accordingly, DSS has found that the costs for the first Option Term are reasonable.

Accordingly, the County respectfully requests authority from your Honorable Board to exercise its first one-year option under the Agreement and amend the Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2020; 2.) increasing the not-to-exceed amount of the Agreement by \$1,389,105.00, to a new total not-to-exceed amount of \$2,360,105.00, to pay for the Services during the first Option Term; and 3.) reflecting the fact that the County will have three (3) remaining one (1) year options under the Agreement (the "First Amendment")

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

The proposed First Amendment will serve a public purpose by providing the County, for an additional year, with housing units, in the form of EHUs and PHUs, for customers deemed eligible by DSS.

The goal and objective of the proposed First Amendment is to provide the County, for an additional year, with housing units, in the form of EHUs and PHUs, for customers deemed eligible by DSS.

The goal and objective of the proposed First Amendment is in the best interests of the County in terms of public health and safety, as the County having, for an additional year, housing units, in the form of EHUs and PHUs, for customers deemed eligible by DSS, will ultimately help ensure the health and safety of such persons.

The goal and objective of the proposed First Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached Resolution.

KMM/LVL/bdm/nn

RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to exercise its first one-year option under its agreement with Westhab, Inc. (“Westhab”), pursuant to which Westhab was to furnish services to provide and operate a facility at 21 Fountain Place in New Rochelle that could support a combination of, a.) furnished housing units, as emergency housing units (“EHUs”), and b.) permanent housing units (“PHUs”), and provide related services for both the EHUs and PHUs, for customers deemed eligible by the Department of Social Services for such housing and services, (collectively, the “Services”) for an amount not-to-exceed \$971,000.00 for the period from March 1, 2019 through December 31, 2019 (the “Initial Term”), with the County having the sole option to extend the term for up to four (4) one (1) year periods thereafter (each an “Option Term”), with each Option Term being for the respective not-to-exceed amount specified below and otherwise on the same terms as the initial term of the agreement:

<u>Term</u>	<u>Not-To-Exceed Amount</u>
1.) Option Term #1 (1/1/20 - 12/31/20)	\$1,389,105.00
2.) Option Term #2 (1/1/21 - 12/31/21)	\$1,428,875.00
3.) Option Term #3 (1/1/22 - 12/31/22)	\$1,456,161.00
4.) Option Term #4 (1/1/23 - 12/31/23)	\$1,494,859.00

(the “Agreement”) and amend the Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2020; 2.) increasing the not-to-exceed amount of the Agreement by \$1,389,105.00, to a new total not-to-exceed amount of \$2,360,105.00, to pay for the Services during the first Option Term; and 3.) reflecting the fact that the County will have three (3) remaining one (1) year options under the Agreement (the “First Amendment”); 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	5850	-----	\$923,607
101	22	8900	5860	-----	\$465,498

Budget Funding Year(s):2020
(must match resolution)

Start Date: 01/01/20 End Date: 12/31/20

		<u>5860</u>	<u>5850</u>
	Tax Dollars:	71%	1%
Funding Source	State Aid:	29%	0%
<u>\$1,389,105.00</u>	Federal Aid:	0%	99%
(must match resolution)	Other:	_____	

APPROVED BOARD OF ACQUISITION & CONTRACTS 12/19/2019 - LISA MENAJ SECRETARY