



George Latimer  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**80477**

**DATE:** October 21, 2020

**TO:** Board of Acquisition and Contract

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

**SUBJECT:** Authority to enter into an agreement with Caring for the Homeless Of Peekskill Inc., pursuant to which it will provide an emergency housing assistance program for victims of domestic violence that will include the provision and operation of six (6) two-bedroom emergency housing units and the provision of related housing services, for an amount not-to-exceed \$176,789.00, for the period from December 1, 2020 through July 31, 2021, with the County having the sole option to extend the term of the agreement for up to four (4) additional one (1) year periods thereafter.

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Authority is requested for the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Caring for the Homeless Of Peekskill Inc. ("CHOP"), pursuant to which CHOP will provide an emergency housing assistance program for victims of domestic violence that will include the provision and operation of six (6) two-bedroom emergency housing units and the provision of related housing services (the "Services"), for an amount not-to-exceed \$176,789.00, payable pursuant to an approved budget, for the period from December 1, 2020 through July 31, 2021 (the "Initial Term"), with the County having the sole option to extend the term of the agreement for up to four (4) additional one (1) year periods thereafter on the same terms and conditions as the Initial Term, except for the different not-to-exceed amounts specified below for those additional periods (each an "Option Term"):

First Option Term (8/1/21 – 7/31/22):	\$245,766.00
Second Option Term (8/1/22 – 7/31/23):	\$250,209.00
Third Option Term (8/1/23 – 6/30/24):	\$254,778.00
Fourth Option Term (8/1/24 – 6/30/25):	\$259,447.00

On August 13, 2020, the County, acting by and through its Department of Social Services

(“DSS”), issued a request for proposals that solicited proposals from vendors to provide the Services (the “RFP”). In response to the RFP, DSS received one (1) proposal, which was from CHOP. DSS had several individuals review the proposal from the CHOP and evaluate it based upon the evaluation criteria specified in the RFP. DSS conducted an analysis of the budget for the proposed Agreement and found that it is reasonable. Based on DSS’s review of the proposal from CHOP and CHOP’s performance under previous contracts with the County, DSS is satisfied that it is a responsible vendor for these services.

In order to determine why the County received only one (1) proposal, DSS inquired with other entities that it reasonably believed would consider submitting a proposal in response to the RFP. DSS was advised that one other prospective proposer decided that it was not interested in submitting a proposal, and another prospective proposer was aware of the RFP but decided to neglect to look into it further. Accordingly, the County has determined that, after the solicitation of a number of sources via the RFP, competition for the Services is inadequate. Therefore, pursuant to 2 C.F.R. 200.320(f)(4) and Section 13 of the Procurement Policy, the County can proceed with the proposed Agreement despite receiving only one (1) proposal in response to the RFP.

By a resolution approved on August 6, 2020, your Honorable Board authorized the County to enter into an agreement with the United States Department of Housing and Urban Development (“HUD”) in order to accept HUD Grant Number NY1237L2T041901 (the “Grant Agreement”). The Grant Agreement requires that the County provide a ‘match’ for the HUD grant funds. The County specified to HUD that the County’s ‘match’ would be provided through the County’s funding of certain work, including the Services. Accordingly, the proposed Agreement will partially fulfill the required County ‘match’.

The proposed Agreement will serve a public purpose by providing for the provision and operation of emergency housing units for victims of domestic violence and, in so doing, partially fulfilling the County’s ‘match’ obligation under the Grant Agreement.

The goal and objective of the proposed Agreement is to provide for the provision and operation of emergency housing units for victims of domestic violence and, in so doing, partially fulfilling the County’s ‘match’ obligation under the Grant Agreement.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of public health and safety, as providing for the provision and operation of emergency housing units for victims of domestic violence will ultimately help ensure the health and safety of such persons. The goal and objective of the proposed Agreement is also in the best interests of the County in terms of fiscal responsibility, as County working to meet its ‘match’ requirement facilitates the County’s receipt of HUD funds under the Grant Agreement.

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

I respectfully recommend the adoption of the attached Resolution.

KMM/CW/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 enter into an agreement (the “Agreement”) with Caring for the Homeless Of Peekskill Inc. (“CHOP”), pursuant to which CHOP will provide an emergency housing assistance program for victims of domestic violence that will include the provision and operation of six (6) two-bedroom emergency housing units and the provision of related housing services, for an amount not-to-exceed \$176,789.00, payable pursuant to an approved budget, for the period from December 1, 2020 through July 31, 2021 (the “Initial Term”), with the County having the sole option to extend the term of the agreement for up to four (4) additional one (1) year periods thereafter on the same terms and conditions as the Initial Term, except for the different not-to-exceed amounts specified below for those additional periods (each an “Option Term”):

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; and be it further

**RESOLVED** that this Agreement is subject to 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 authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

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Account to be Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2020	101	22	8900	5860		\$22,099
	101	22	8900	5860		\$154,690

Budget Funding Year(s): 2020-2021 Start Date: 12/01/2020 End Date: 07/31/2021  
 (must match resolution)

Funding Source	Tax Dollars: 100%
<u>\$176,789.00</u>	State Aid: 0%
(must match resolution)	Federal Aid: 0%
	Other: N/A

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/19/2020 - LISA MARIJAJ, SECRETARY