

George Latimer  
County Executive

Department of Social Services

Leonard G. Townes  
Commissioner

**89399**

DATE: December 7, 2021

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to exercise the County's third 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.

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By a resolution approved on February 7, 2019, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (the "Original 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) periods of one (1) year 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.) First Option Term (1/1/20 - 12/31/20)	\$1,389,105.00
2.) Second Option Term (1/1/21 - 12/31/21)	\$1,428,875.00
3.) Third Option Term (1/1/22 - 12/31/22)	\$1,456,161.00
4.) Fourth Option Term (1/1/23 - 12/31/23)	\$1,494,859.00

The Original Agreement was subsequently executed.

By a resolution approved on December 19, 2019, your Honorable Board authorized the County to exercise its first one-year option under the Original Agreement and amend it by, 1.) extending its term by one (1) year, to a new termination date of December 31, 2020; 2.) increasing its not-to-exceed amount 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 would have three (3) remaining one (1) year options thereunder (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on December 23, 2020, your Honorable Board authorized the County to exercise its second one-year option under the Original Agreement, as amended by the First Amendment, and amend it by, 1.) extending its term by one (1) year, to a new termination date of December 31, 2021; 2.) increasing its not-to-exceed amount by \$1,428,875.00, to a new total not-to-exceed amount of \$3,788,980.00, to pay for the Services during the second Option Term; and 3.) reflecting the fact that the County would have two (2) remaining one (1) year options thereunder (the "Second Amendment"). The Second Amendment was subsequently executed.

The County continues to require the Services. As indicated above, the County procured, through a request for proposals, four (4) additional one (1) year options under the Original Agreement. Now, under the Original Agreement, as amended by the First Amendment and the Second Amendment, (the "Agreement") the County has two (2) remaining one (1) year options available, as also indicated above. However, in order to exercise such an option, the County must comply with the applicable Federal rules, based upon the use of Federal funds for the Agreement.

Therefore, in accordance with the applicable Federal rules, DSS reviewed and analyzed the costs in the Agreement for the third Option Term 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, for the third Option Term, the costs of the housing units and the costs the related housing services, are in line with other DSS contracts that involve similar housing and services. Accordingly, DSS has found that the costs for the third Option Term are reasonable.

Therefore, the County respectfully requests authority from your Honorable Board to exercise its third one-year option under the Agreement and amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of December 31, 2022; 2.) increasing its not-to-exceed amount by \$1,456,161.00, to a new total not-to-exceed amount of \$5,245,141.00, to pay for the Services during the third Option Term; and 3.) reflecting the fact that the County will have one (1) remaining one (1) year option under the Agreement (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 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 Third 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 Third 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 Third Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached resolution.

LGT/JE/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/23/2021 - RAYMOND SCULKY, SECRETARY

## RESOLUTION

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

**RESOLVED:** The County of Westchester is authorized to amend its agreement with Westhab, Inc. concerning the provision and operation of a housing facility at 21 Fountain Place in New Rochelle and the provision of related services, by, 1.) extending its term by one year, to a new termination date of December 31, 2022; 2.) increasing its not-to-exceed amount by \$1,456,161.00, to a new total not-to-exceed amount of \$5,245,141.00, to pay for the work to be performed during the extended term; and 3.) reflecting the fact that the County of Westchester will have one remaining one-year option; and be it further

**RESOLVED:** The aforementioned amendment is being authorized in furtherance of the exercise by the County of Westchester of its third of its four one-year options under the aforementioned agreement, which exercise is hereby authorized; and be it further

**RESOLVED:** Except as specifically hereby authorized to be amended, all terms and conditions of the aforementioned agreement shall remain in full force and effect; and be it further

**RESOLVED:** 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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APPROVED BOARD OF ACQUISITION & CONTRACTS

9/23/2022 RAYMOND SOLIKY, SECRETARY

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	22	8900	5850		\$968,863
101	22	8900	5860		\$487,298

Budget Funding Year(s): 2022 Start Date: 01/01/22 End Date: 12/31/22  
 (must match resolution)

	<u>5850</u>	<u>5860</u>
	<u>Tax Dollars: 1%</u>	<u>Tax Dollars: 71%</u>
Funding Source	<u>State Aid: 0%</u>	<u>State Aid: 29%</u>
<u>\$1,456,161.00</u>	<u>Federal Aid: 99%</u>	<u>Federal Aid: 0%</u>
(must match resolution)	Other: _____	Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/23/2021 - RYAN M. CULK, SECRETARY