



George Latimer
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

94280

DATE: June 9, 2022

TO: Board of Acquisition and Contract

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

SUBJECT: Authority for the County to exercise its first option under its agreement with Caring for the Homeless Of Peekskill Inc. for an emergency housing assistance program for victims of domestic violence, and thereby extend the term of the agreement to a new expiration date of July 31, 2023.

By a resolution approved on November 19, 2020, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (the "Original Agreement") with Caring for the Homeless Of Peekskill Inc. ("CHOP"), pursuant to which CHOP was to provide an emergency housing assistance program for victims of domestic violence that was to 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

The Original Agreement was subsequently executed.

By a resolution approved on July 8, 2021, your Honorable Board authorized the County to exercise its first one-year option under the Original Agreement and amend the Original

Agreement by, 1.) extending its term by one (1) year, to a new termination date of July 31, 2022; 2.) increasing its not-to-exceed amount by \$245,766.00, to a new total not-to-exceed amount of \$422,555.00, 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 (the "First Amendment"). The First Amendment was subsequently executed.

The County continues to require the Services. Accordingly, the County respectfully requests authority from your Honorable Board to exercise its second one-year option under the Original Agreement, as amended by the First Amendment, (the "Agreement") and amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of July 31, 2023; 2.) increasing its not-to-exceed amount by \$250,209.00, to a new total not-to-exceed amount of \$672,764.00, to pay for the Services during the second Option Term; and 3.) reflecting the fact that the County will have two (2) remaining one (1) year options (the "Second Amendment").

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

The proposed Second Amendment will serve a public purpose by continuing 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 a renewal grant agreement with the United States Department of Housing and Urban Development ("HUD") known as HUD Grant Number NY1237D2T042103 (the "Grant Agreement").

The goal and objective of the proposed Second Amendment is to continue 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 Second Amendment is in the best interests of the County in terms of public health and safety, as continuing to provide 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 Second Amendment is also in the best interests of the County in terms of fiscal responsibility, as County continuing to work to meet its 'match' requirement facilitates the County's receipt of HUD funds under the Grant Agreement.

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

I respectfully recommend the adoption of the attached resolution.

LGT/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 exercise its second one-year option under its agreement with Caring for the Homeless Of Peekskill Inc. (“CHOP”), pursuant to which CHOP was to provide an emergency housing assistance program for victims of domestic violence that was to 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 \$422,555.00, payable pursuant to an approved budget, for the period from December 1, 2020 through July 31, 2022, with the County having the sole option to extend the term of the agreement for up to three (3) 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 remaining additional periods (each an “Option Term”):

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

(the “Agreement”), and amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of July 31, 2023; 2.) increasing its not-to-exceed amount by \$250,209.00, to a new total not-to-exceed amount of \$672,764.00, to pay for the services during the second Option Term; and 3.) reflecting the fact that the County will have two (2) remaining one (1) year options; 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.

Original Agreement: \$ 176,789.00
 1st Amendment: \$ 245,766.00
 This 2nd Amendment: \$ 250,209.00
 Total: \$ 672,764.00

1. Account to be Charged/Credited:

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2022	101	22	8900	5860		\$ 104,254
2023	101	22	8900	5860		\$ 145,955

2. Budget Funding Year(s): 2022-2023
 Start Date: 8/1/2022 End Date: 7/31/2023
 (must match resolution)

3. Funding Source:

Federal	0%	CFDA#(s)	N/A		
State	29%	State ID#(s)	Not Available		
Operating/Tax Levy	71%				
Capital	N/A				

4. Total NTE: 250,209.00
 (must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACTING 07/21/2022 - RAYMOND SCULKY, SECRETARY