

109450

DATE: June 5, 2024

TO: The Honorable Board of Acquisition and Contract

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

SUBJECT: Resolution authorizing the County of Westchester to exercise its fourth option under an 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, 2025.

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"; DSS3044-20) 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 and 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 – 7/31/24):	\$254,778.00
Fourth Option Term (8/1/24 – 7/31/25):	\$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 rendered 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.

By a resolution approved on July 21, 2022, your Honorable Board authorized the County to exercise its second one-year option under the Original Agreement and amend the First Amendment 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 Services rendered during the second Option Term; and 3.) reflecting the fact that the County would have two (2) remaining one (1) year options (the "Second Amendment"). The Second Amendment was subsequently executed.

By a resolution approved on August 3, 2023, your Honorable Board authorized the County to exercise its third one-year option under the Original Agreement and amend the Second Amendment by, 1.) extending its term by one (1) year, to a new termination date of July 31, 2024; 2.) increasing its not-to-exceed amount by \$254,778.00, to a new total not-to-exceed amount of \$927,542.00, to pay for Services rendered during the third Option Term; and 3.) reflecting the fact that the County would have one (1) remaining one (1) year option (the "Third Amendment"). The Third Amendment was subsequently executed.

The County continues to require the Services, and, accordingly, respectfully requests authority from your Honorable Board to exercise its fourth and final one-year option under the Original Agreement, as amended (the "Agreement"), and further amend the Agreement by, 1.) extending its term by one (1) year, to a new termination date of July 31, 2025; 2.) increasing its not-to-exceed amount by \$259,447.00, to a new total not-to-exceed amount of \$1,186,989.00, to pay for Services rendered during the fourth Option Term; and 3.) reflecting the fact that the County will have no remaining options to renew (the "Fourth Amendment"; DSS3044-D-22).

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

The proposed Fourth 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 Fourth 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 Fourth 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 Fourth Amendment is also in the best interests of the County in terms of fiscal responsibility, as the 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 Fourth Amendment will be tracked and monitored by the staff of the Department of Social Services.

I respectfully recommend the adoption of the attached resolution.

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/03/2024 - RAYMOND SCULKY, SECRETARY

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 fourth and final one-year option under its agreement with Caring for the Homeless Of Peekskill Inc. ("CHOP"; DSS3044-D-22), pursuant to which CHOP agreed to provide an emergency housing assistance program for victims of domestic violence to include the provision and operation of six (6) two-bedroom emergency housing units as well as related housing services, for an amount not-to-exceed \$927,542.00, payable pursuant to an approved budget, for the period from December 1, 2020 through July 31, 2024, with the County having the sole option to extend the term of the agreement for up to one (1) additional one (1) year periods thereafter on the same terms and conditions as the initial term, except for the different not-to-exceed amount specified below for the remaining additional period (each an "Option Term"):

Fourth Option Term (8/1/24 – 7/31/25): \$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, 2025; 2.) increasing its not-to-exceed amount by \$259,447.00, to a new total not-to-exceed amount of \$1,186,989.00, to pay for services rendered during the fourth Option Term; and 3.) reflecting the fact that the County will have no remaining one (1) year options; and be it further

RESOLVED, that except as specifically amended hereby, 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
1 st Amendment:	245,766.00
2 nd Amendment:	250,209.00
3 rd Amendment:	254,778.00
This 4 th Amendment	259,447.00
Total:	\$ 1,186,989.00

1. Account to be Charged/Credited:

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2024	101	22	8900	5860		\$108,103.00
2025	101	22	8900	5860		\$151,344.00

2. Budget Funding Year(s): 2024-2025
Start Date: 8/1/2024 End Date: 7/31/2025
(must match resolution)

3. Funding Source:

Federal	0%	CFDA#(s)	N/A		
State	29%	State ID#(s)	N/A		
Operating/ Tax Levy	71%				
Capital	0%				

4. Total NTE: \$259,447.00
(must match resolution)