



Kenneth W. Jenkins
Westchester County Executive

Department of Social Services

Leonard G. Townes
Commissioner

111036

DATE: April 30, 2025

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to enter into an agreement with Environmental Tech Solutions LLC, pursuant to which it will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that currently participate in the County's 'Emergency Housing Assistance Program', for the period from January 1, 2025 through December 31, 2025, for an amount not-to-exceed \$50,500.00, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional one (1) year periods on the same terms as the initial term, except for costs.

Authority is requested for the County of Westchester (the "County") to enter into an agreement with Environmental Tech Solutions LLC ("ETS"), pursuant to which ETS will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that currently participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from January 1, 2025 through December 31, 2025 (the "Initial Term"), for an amount not-to-exceed \$50,500.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the unit costs for the Services, and that each Option Term shall have a not-to-exceed amount of \$50,500.00 (DSS3043-25; the "Agreement").

On October 21, 2024, the County, acting by and through its Department of Social Services ("DSS"), issued a request for proposals that solicited proposals to provide the Services (the "RFP"). DSS received only two (2) proposals in response to the RFP, but only one (1) of them was deemed responsive to the RFP. DSS had several individuals review the proposal and evaluate it based upon the evaluation criteria specified in the RFP. In addition, DSS conducted an analysis of the cost terms, as negotiated by DSS, for the proposed Agreement, and found said terms to be reasonable. Based upon DSS's review of the proposal from ETS, DSS is satisfied that ETS is a responsible vendor for the Services.

The RFP specified an anticipated initial term of approximately one (1) month, during December 2024, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods thereafter. However, the processes involved in the conclusion of the procurement took longer than anticipated. Therefore, the process did not conclude during 2024, and, accordingly, no Services were rendered in 2024. Accordingly, the term of the proposed Agreement will not include 2024. Instead, it is proposed that the Initial Term of the proposed Agreement be what was anticipated by the RFP to be the first Option Term (i.e., the calendar year 2025), with the County then having the option to extend the term for up to three (3) (rather than four (4)) additional one (1) periods thereafter.

The proposed Agreement will serve a public purpose by providing the County with certain services that are needed in order to help evaluate the suitability of premises for continued use in the County's 'Emergency Housing Assistance Program'.

The goal and objective of the proposed Agreement is to provide the County with certain services that are needed in order to help evaluate the suitability of premises for continued use in the County's 'Emergency Housing Assistance Program'.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of health and safety, as providing the County with certain services that are needed in order to help evaluate the suitability of premises for continued use in the County's 'Emergency Housing Assistance Program', and thereby ensuring that such premises meet certain standards, will ultimately help ensure the welfare of the persons who occupy the premises at issue.

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.

LGT/LHD/bdm/nh

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 with Environmental Tech Solutions LLC ("ETS"), pursuant to which ETS will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that currently participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from January 1, 2025 through December 31, 2025 (the "Initial Term"), for an amount not-to-exceed \$50,500.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the unit costs for the Services, and that each Option Term shall have a not-to-exceed amount of \$50,500.00 (DSS3043-25; the "Agreement"); 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.

1. Account to be Charged/Credited:

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	8900	5850	N/A	\$50,500.00

2. Budget Funding Year(s): 2025

Start Date: 01/01/2025

End Date: 12/31/2025

(must match resolution)

3. Funding Source:

Federal	99%	CFDA#(s)	93.558		
State	0%	State ID#(s)	N/A		
Operating/Tax Levy	1%				
Capital	N/A				

4. Total NTE: \$50,500.00

(must match resolution)