



Kenneth W. Jenkins
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

111203

DATE: May 28, 2025

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to enter into an agreement with Carter Lard, a sole proprietor, who does business as Carter Lard Consulting, pursuant to which he will operate a facility at 21 Fountain Place in New Rochelle that contains emergency housing units, and provide related services, for customers deemed eligible by the Department of Social Services, for the period from July 1, 2025 through June 30, 2026, for an amount not-to-exceed \$2,143,328.00, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods on the same terms as the initial term, except for varying annual not-to-exceed amounts (DSS3045-25).

Authority is requested for the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Carter Lard, a sole proprietor, who does business as Carter Lard Consulting, ("CLC") pursuant to which CLC will operate a facility at 21 Fountain Place in New Rochelle (the "Facility") that contains emergency housing units, and provide related services, (collectively, the "Services") for customers deemed eligible by the Department of Social Services ("DSS"), for the period from July 1, 2025 through June 30, 2026 (the "Initial Term"), for an amount not-to-exceed \$2,143,328.00, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "Option Term") on the same terms as the Initial Term, except for varying annual not-to-exceed amounts, which shall be as follows for each Option Term:

First Option Term (7/1/26 – 6/30/27): \$2,175,477.92
Second Option Term (7/1/27 – 6/30/28): \$2,208,110.09
Third Option Term (7/1/28 – 6/30/29): \$2,241,231.74
Fourth Option Term (7/1/29 – 6/30/30): \$2,274,850.22

However, this requested authority shall be conditioned upon the County obtaining a lease for the Facility.

On January 22, 2025, the County, acting by and through DSS, issued a request for proposals that solicited proposals to provide the Services (the "RFP"), but with the RFP allowing for both emergency housing units ("EHUs") and permanent housing units ("PHUs")¹. In response to the RFP, DSS received two (2) proposals. DSS had several individuals review the proposals and evaluate them based upon the evaluation criteria specified in the RFP. The result of that review and evaluation was that CLC received the highest score and was, accordingly, ranked first. DSS staff further negotiated the proposed cost with CLC, and their analysis of the negotiated proposed cost for the Services found that it is reasonable. Based on the Department's review of the proposal from CLC, DSS is satisfied that it is a responsible vendor for these services.

The proposed Agreement will serve a public purpose by providing the County with the Services, and thereby enabling the County to use the Facility for housing purposes for customers deemed eligible by DSS.

The goal and objective of the proposed Agreement is to provide the County with the Services, and thereby enable the County to use the Facility for housing purposes for customers deemed eligible by DSS.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of public health and safety, as the County receiving the Services, and the County thereby being enabled to use the Facility for housing purposes, for customers deemed eligible by DSS, will ultimately help ensure the health and safety of such persons.

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/DT/bdm/nn

¹ The RFP specified that all PHUs will be phased out and the Facility will be transitioned to only contain EHUs.

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 Carter Lard, a sole proprietor, who does business as Carter Lard Consulting, ("CLC") pursuant to which CLC will operate a facility at 21 Fountain Place in New Rochelle (the "Facility") that contains emergency housing units, and provide related services, (collectively, the "Services") for customers deemed eligible by the Department of Social Services, for the period from July 1, 2025 through June 30, 2026 (the "Initial Term"), for an amount not-to-exceed \$2,143,328.00, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "Option Term") on the same terms as the Initial Term, except for varying annual not-to-exceed amounts, which shall be as follows for each Option Term:

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Fourth Option Term (7/1/29 – 6/30/30):	\$2,274,850.22

; and be it further

RESOLVED, that this authority to enter into the Agreement is conditioned upon the County obtaining a lease for the Facility; and be it further

RESOLVED, that the Agreement is subject to County appropriations; and be it further

RESOLVED, that the Agreement is also subject to further financial analysis of the impact of the New York State Budget ("State Budget") proposed and adopted during the term of the contracts. The Agreement shall contain a provision that 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 the 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 State Budget on County finances. After such analysis, the County shall retain the right to either terminate the 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 the 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.

Account to be Charged/Credited:

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2025	101	22	8900	5850		357,695.23
2025	101	22	8900	5860		713,968.77
2026	101	22	8900	5850		357,695.23
2026	101	22	8900	5860		713,968.77

1. Budget Funding Year(s): 2025-26

Start Date: 07/01/2025 End Date: 06/30/2026

(must match resolution)

2. Funding Source: 5850

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

Funding Source: 5860

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

3. Total NTE: \$2,143,328.00

(must match resolution)

APPROVED BOARD OF ACQUISITION & COMMERCE
06/12/2025 - RAYMOND SCULKY, SECRETARY