



Memorandum
Department of Budget

110919

Date: April 10, 2025

To: The Honorable Board of Acquisition and Contract

From: Lawrence C. Soule
Budget Director

Re: Authority to enter into a third amendment to an agreement with Permut Consulting, LLC pursuant to which Permut Consulting, LLC provides advisory services in connection with County capital projects for the revised term of January 1, 2024 through March 31, 2025 in an amount not to exceed \$300,000, by increasing the not-to-exceed amount of the Agreement by \$30,450 from \$300,000 to a new total aggregate amount, as amended, not to exceed \$330,450 ("Third Amendment").

By resolution approved on January 25, 2024, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Budget, to enter into an agreement with Permut Consulting, LLC ("Permut") pursuant to which Permut would provide advisory services in connection with County capital projects for the period from January 1, 2024 through December 31, 2024 for an amount not-to-exceed \$150,000.00, payable at the rate of \$500.00 per hour (the "Agreement"). The Agreement was subsequently executed.

Thereafter by resolution approved on October 10, 2024 your Honorable Board authorized the County to amend its Agreement with Permut to increase the not-to-exceed amount by \$150,000 to \$300,000 and to increase the scope of work under the Agreement (the "First Amendment"). The First Amendment was subsequently executed.

Thereafter, by resolution approved on January 2, 2025, your Honorable Board authorized the County to further amend the Agreement with Permut to extend the termination date of the Agreement to a new termination date of March 31, 2025 (the "Second Amendment"). The Second Amendment was subsequently executed.

Permut has proceeded with its review and analysis as required by the Agreement as amended. However, the complexity and size of the County's five-year Capital Program has demonstrated that the amount of time and effort required to complete the services, as contemplated in the Agreement, has proven to be insufficient. As such, more work hours are required.

Accordingly, authority is now requested to further amend the Agreement with Permut to increase the not-to-exceed amount of the Agreement by \$30,450, from \$300,000 to a new total aggregate amount, as amended, not to exceed \$330,450 ("Third Amendment").

Except as specifically amended hereby, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

Exemption of this procurement from the requirements of the Westchester County Procurement Policy pursuant to Section 3(a)(xxi) thereof, was granted by resolution of your Honorable Board approved January 2, 2025.

The goals and objectives of the Third Amendment are to continue to review procurement policies and practices of the County and advise County leadership regarding modifications to those policies and practices that could improve the procurement of goods and services in regards to capital projects in terms of speed and efficiency while retaining a system that promotes effective and appropriate competition and oversight. Focus will be on expediting implementation of the current capital backlog. The goals and objectives will also include reviewing the County's capital planning process and advising County leadership as to improvements that would enable more effective, efficient and quicker implementation of projects.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/17/2025 - RAYMOND SCURIA, SECRETARY

RESOLUTION

Upon a communication from the Budget Director, be it hereby

RESOLVED, that the County of Westchester (“County”) is hereby authorized to enter into a third amendment to its agreement with Permut Consulting, LLC (“Permut”), pursuant to which agreement, as amended, Permut provides advisory services in connection with the County’s capital projects, for the period from January 1, 2024 through March 31, 2025 (the “Agreement”) for an amount, as previously amended, not to exceed \$300,000, payable at a rate of \$500 per hour, in order to increase the not-to-exceed amount of the Agreement by \$30,450, from \$300,000 to a new total aggregate amount, as amended, not to exceed \$330,450 (“Third Amendment”); and be it further

RESOLVED, that except as specifically amended hereby, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect; and be it further

RESOLVED, that this Third Amendment is subject to County appropriations; and be it further

RESOLVED, that this Third Amendment 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 appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	2000	4380		\$30,450.00

Budget Funding Year(s): 2025 Start Date: January 1, 2024 End Date: March 31, 2025
(must match resolution)

Funding Source Tax Dollars \$30,450.00
State Aid _____
\$ 30,450.00 Federal Aid _____
(must match resolution) Other _____