

Kenneth W. Jenkins **County Executive**

Department of Social Services

Leonard G. Townes Commissioner

111323

Date: June 25, 2025

To: The Honorable Board of Acquisition and Contract

- From: Leonard G. Townes **Commissioner of Social Services**
- RAMOND SCULK, SECRETARY Resolution authorizing the County of Westchester to amend an agreement Re: with United Way of Westchester and Putnam, Inc., to utilize United Way's 2-1-1 service to assist with the continued operation of the County of Westchester's Special Needs Registry, commencing on October 1, 2024 and expiring on September 30, 2027, for an amount not-to-exceed \$193,515, in order to 1) expand the scope of work to include eviction prevention services to Westchester County residents in jeopardy of losing their current housing and 2) increase the total not-to-exceed amount by \$195,000 from \$193,515 to \$388,515, payable in the amount of \$129,505 per year, pursuant to an approved budget.

By resolution approved on September 19, 2024 (the "September 19th Resolution"), your Honorable Board authorized the County of Westchester (the "County"), acting by and through the Department of Social Services (the "Department"), to enter into an agreement with United Way of Westchester and Putnam, Inc. ("United Way") in order to utilize United Way's 2-1-1 service to assist with the continued operation of the County's Special Needs Registry ("SNR"), for a term from October 1, 2024 through September 30, 202 with the County having the sole option to renew the agreement for one additional two year period (the "Agreement"). Pursuant to the Agreement, the County would pay Winited Way an amount not-to-exceed \$64,505 per year, for a total amount not-to-exceed \$193,515. The Agreement was subsequently executed.

The County has been satisfied with the quality of services being provided to date by United Way, and desires to amend the Agreement in order to expand the scope of work and to increase the total not-to-exceed amount of the Agreement.

As such, authority is hereby requested from your Honorable Board for the County to enter into an amendment (the "First Amendment," DSS7014-A-24) of the Agreement, in order to expand the scope of work, and to increase the not-to-exceed payable, pursuant to the Agreement and First Amendment, by \$195,000 from \$193,515 to \$388,515. The scope of work will include eviction prevention services to County residents in jeopardy of losing their current housing, and those facing housing instability. This will allow United Way to offer customized information on available eviction prevention services including representation, advocacy, funding and other resources, as well as providing referrals to designated providers on behalf of the Department's clients.

In order to compensate United Way for the additional services, the First Amendment shall increase the not-to-exceed amount of the Agreement by \$65,000 each year, to a new not-to-exceed amount of \$388,515, payable in the amount of \$129,505 per vear.

Except as otherwise amended hereby, all remaining terms and conditions of the Agreement will remain the same.

It has been determined that this Agreement is exampt from the Westchester County Procurement Policy pursuant to Section 7 thereof as a "Sole Source" procurement since United Way is the only provider of 2-1-1 services in the Hudson Valley region. The Agreement is also exempt from Federal procurement requirements as a "Single Source" procurement pursuant to 2 CFR 200.320 (c) (2), for the same reason.

rdopt AppRoverb BOARD OF ACQUISITION & CONTRACT I respectfully recommend the adoption of the attached Resolution.

RESOLUTION

Upon a communication from the Commissioner of Social Services, be it hereby

RESOLVED, that the County of Westchester (the "County") acting by and through its Department of Social Services, is authorized to amend an Agreement (the "First Amendment," DSS7014-A-24) with United Way of Westchester and Putnam, Inc. ("United Way"), pursuant to which United Way agreed to provide its 2-1-1 service to assist with the continued operation of the County's Special Needs Registry ("SNR"), for a term commencing on October 1, 2024 and continuing through September 30, 2027, for an amount not-to-exceed \$64,505 per year, for a total amount not-to-exceed \$193,515, with the County having the sole option to renew the agreement for one additional two year period (the "Agreement"), in order to (i) expand the scope of work to include eviction prevention services to County residents in jeopardy of losing their current housing, and (ii) increase the total not-to-exceed amount by \$195,000 from \$193,515 to \$388,515, payable in the amount of \$129,505 per year; and be it further

RESOLVED, that it has been determined that this Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 7 thereof as a "Sole Source" procurement since United Way is the only provider of 2-1-1 services in the Hudson Valley region; and be it further

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

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

RESOLVED, that this First 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 First Amendment or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the United Way, then the United Way shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his 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:	\$193,515		\$ 64,505 per year
This First Amendment:	<u>\$195,000</u>	<u>Additional</u>	\$ 65,000 per year
New NTE:	\$388,515	Total	\$129,505 per year

1. Account to be Charged/Credited:

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2. Budget Funding Year(s): 2024 - 2027 Start Date: October 1, 2024 Ere Date: September 30, 2027 (must match resolution) 3. Funding Source:

	2			
Federal	20%	CFDA#(s)	93.667	
State	27%	State ID#(s)	N/A	
Operating/	53%			
Tax Levy				
Capital	N/A			
otal NTE: \$198				