

Kenneth W. Jenkins **County Executive**

Department of Social Services

Leonard G. Townes Commissioner

112541

DATE: November 21, 2025

TO: **Board of Acquisition and Contract**

FROM: Leonard G. Townes

THIOND SCULLY, SECRETARY Commissioner, Department of Social Services

SUBJECT: Authority to exercise the County's second one-year option under its

> agreement with Altavista Lead Improvement Inc., pursuant to which it was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program', and, therefore, amend the agreement by, (1.) extending its term by one (1) year, to a new expiration date of December 31, 2026; (2.) increasing its not-to-exceed amount by \$62,220.00, in order to pay for services during the second option term; and (3.) reflecting the fact that the County will have two (2)

remaining one (1) year options (DSS3040-24, as amended).

By a resolution approved on October 31, 2024, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement with Altavista Lead Improvement Inc. ("ALI"), pursuant to which ALI was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from November 1, 2024 through December 31. 2024 (the "Initial Term"), for an amount not-to-exceed \$44,250.00, payable on a unitsost basis 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 the unit costs for the Services, and that each Option Term shall have a not-to-exceed amount of \$265,500.00 (the "Original Agreement"; DSS3040-24). The Original Agreement was subsequently executed.

By a resolution approved on April 3, 2025, your Honorable Board authorized the County to, (1.) amend the Original Agreement by reducing the not-to-exceed amount specified for each Option Term, such that they shall instead be specified as follows:

 1st Option Term:
 \$61,000.00

 2nd Option Term:
 \$62,220.00

 3rd Option Term:
 \$63,464.00

 4th Option Term:
 \$64,733.00

and, (2.) exercise the County's first one-year option, as it was to be amended, and, therefore, (a) extend the term of the Agreement by one (1) year, to a new expiration date of December 31, 2025; (b) increase the not-to-exceed amount of the Agreement by \$61,000.00, in order to pay for the Services during the first Option Term; and (c) reflect the fact that the County would have three (3) remaining one (1) year options (the "First Amendment"). The First Amendment was subsequently executed.

The County continues to require the Services. Therefore, the Department of Social Services ("DSS") reviewed and analyzed the unit cost for the second Option Term under the Original Agreement, as amended by the First Amendment, (the "Agreement") and determined that it is reasonable.

Therefore, the County respectfully requests authority from your Honorable Board to exercise the County's second one-year option, and, therefore, amend the Agreement by, (1.) extending its term by one (1) year, to a new expiration date of December 31, 2026; (2.) increasing its not-to-exceed amount by \$62,220.00, in order to pay for the Services during the second Option Term; and (c) reflecting the fact that the County will have two (2) remaining one (1) year options (the "Second Amendment").

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

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

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

The goal and objective of the proposed Second Amendment is in the best interests of the County in terms of health and safety, as providing the County, for an additional year, with certain services that are needed in order to help evaluate the suitability of premises for 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 Second Amendment will be tracked and monitored by the staff of DSS.

REPROVED BOARD OF ACQUESTION & CONTRACT - 220A/2015 - RATING - 220A/2015 - RATING OF ACQUESTION & CONTRACT - 220A/2015 - RATING ACQUESTION & CON

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 the County's second one-year option under an agreement with Altavista Lead Improvement Inc. ("ALI"), pursuant to which ALI was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from November 1, 2024 through December 31, 2025, for an amount not-to-exceed \$105,250.00, 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 the various not-to-exceed amounts for the Option Terms, (the "Agreement") and, therefore, amend the Agreement by, (1.) extending its term by one (1) year, to a new expiration date of December 31, 2026; (2.) increasing its not-to-exceed amount by \$62,220.00, in order to pay for the Services during the second Option Term; and (c) reflecting the fact that the County will have two (2) remaining one (1) year options; and be it further

RESOLVED, that except as specifically hereby authorized to be amended, 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 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		\$62,220.00	

3. Funding Source:

	101		9000			000 000 00						
	101 2	22	8900	5850		\$62,220.00						
101 22 8900 5850 \$62,220.00 2. Budget Funding Year(s): 2026 Start Date: 01/01/26 End Date: 12/31/26 (must match resolution) 3. Funding Source: Federal 99% CFDA#(s) 93.558												
3. F	THOL											
	Federal	99%	CFDA#(s)	93.558								
	State	0	State ID#(s)									
	Operating/T Levy											
	Capital											
4. Total NTE: \$62,220.00 (must match resolution) A. Total NTE: \$62,220.00 (must match resolution)												