



**Memorandum
Department of Budget**

109802

Date: October 2, 2024

To: The Honorable Board of Acquisition and Contract

From: Lawrence C. Soule
Budget Director

Re: Authority to amend an Agreement between the County of Westchester and Permut Consulting, LLC pursuant to which Permut provides advisory services in connection with County capital projects for the term January 1, 2024 through December 31, 2024 in an amount not-to-exceed \$150,000, by: (i) increasing the amount payable by the County to Permut by \$150,000 to a new total amount not-to-exceed of \$300,000; and (ii) supplementing the scope of services under the Agreement with the revised scope of services set forth in Schedule "A-1", attached hereto.

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.

Permut has proceeded with its review and analysis as required by the terms of the Agreement. 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 by the Agreement, has proven to be insufficient. As such, more work hours are required.

Accordingly, authority is now requested to amend the Agreement with Permut in order to: (1) increase the amount payable by the County to Permut by \$150,000, to a new total aggregate amount payable by the County to Permut not to exceed \$300,000, payable at the rate of \$500 per hour; and (2) supplement the scope of services under the Agreement with the revised scope of services set forth in Schedule "A-1", attached hereto (the "First Amendment").

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

A separate Resolution is being submitted to your Honorable Board this date to grant an exemption from the requirements of the Westchester County Procurement Policy pursuant to Section 3(a)(xxi) thereof for the aforesaid First Amendment.

The goals and objectives of the Agreement are 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 - 10/10/2024 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Budget Director, be it hereby

RESOLVED, that the County of Westchester (“County”) is hereby authorized to amend its agreement with Permut Consulting, LLC (“Permut”) pursuant to which Permut provides advisory services in connection with the County’s 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”), by: (1) increasing the amount payable by the County to Permut by \$150,000.00, to a new total aggregate amount payable by the County to Permut not to exceed \$300,000.00, payable at the rate of \$500.00 per hour; and (2) supplementing the scope of services under the Agreement with the revised scope of services set forth in Schedule “A-1”, attached hereto (the “First Amendment”); and be it further

RESOLVED, that except as specifically amended hereby, all other 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 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		\$150,000

Budget Funding Year(s) 2024 Start Date 01/01/2024 End Date 12/31/2024
(must match resolution)

Funding Source Tax Dollars 100%
State Aid _____
\$ 150,000 Federal Aid _____
(must match resolution) Other _____

Schedule "A-1"

The County of Westchester and Permut Consulting, LLC entered into a Contract dated February 8, 2024 pursuant to which Permut Consulting, LLC is to provide consulting services to Westchester County that is to include review, analysis and recommendations regarding the planning and implementation of the County's Capital Program and assistance, as required by the County, with implementation of any approved changes to such Capital Program planning and implementation.

Permut Consulting, with support from County leadership and staff, has proceeded with its review and analysis as required by the Contract. 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 Contract has proven to be insufficient.

The Parties therefore agree to amend Schedule "A", Scope of Services, to the Contract as follows:

Compensation

Consultants will be paid at a rate of \$500/Hour and shall provide to the County invoices on a monthly basis. Because this contract has a not-to-exceed amount of \$300,000, and in order to ensure adequate oversight by the County senior leadership, the parties agree as follows:

- a. When the cumulative hourly billing by Consultant has reached \$200,000, the parties will meet to discuss and determine whether at least two-thirds of the scope of work has been achieved;
- b. When the cumulative hourly billing by Consultant has reached \$ 250,000, the parties will meet again to determine whether or not they agree that the full scope of work can be achieved within the not-to-exceed amount of this Contract;
- c. As a result of either of these meetings, as appropriate, the parties will determine and agree whether or not that the scope of work will be completed within the not-to-exceed amount of this contract. If the parties determine either that the scope of the contract or the contract itself require modification, they shall proceed to make any such modification and, as necessary, shall suspend services under the contract pending such modification.

There are no other changes to the Contract which, in all respects other than as noted above, remains in full force and effect.