



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**28541**

**DATE:** July 18, 2012

**TO:** Honorable Board of Acquisition and Contract

**FROM:** Kevin M. McGuire  
Commissioner, Department of Social Services

**SUBJECT:** Authority to amend an agreement with The Sharing Community, Inc. to operate a shelter located at 1 Hudson Street, Yonkers for Homeless single males and to provide additional space, at the same location, to accommodate overflow homeless drop-in population from the 101 North Broadway, Yonkers location of The Sharing Community Homeless Shelter for the period January 1, 2012 through December 31, 2012, in order to add the Sharing Community's Locust Hill/Holy Cross emergency drop-in shelter effective March 16, 2012 through December 31, 2012 at an additional cost not to exceed \$210,467

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By resolution adopted on December 22, 2011, your Honorable Board authorized the County to enter into an agreement with The Sharing Community, Inc. to operate a shelter located at 1 Hudson Street for homeless single males and to provide additional space, at the same location, to accommodate any overflow homeless drop-in population from the 101 North Broadway location of The Sharing Community Homeless Shelter ( the "Agreement") for the period January 1, 2012 through December 31, 2012 in an amount not to exceed \$1,052,957, payable pursuant to an approved budget. The Agreement was subsequently executed.

Authority is now requested to amend the Agreement to add The Sharing Community's Locust Hill/Holy Cross Emergency Drop-in Shelter to the Agreement effective March 16, 2012 at a cost not to exceed \$210,467, increasing the total not to exceed amount of the Agreement to \$1,263,424. This amendment is necessary in order to consolidate the prior separate agreement with The Sharing Community, Inc. for the Holy Cross Emergency

Drop-in Shelter located at 87 Locust Hill Avenue, Yonkers, New York which expired on March 15, 2012.

The **public purpose** of the Holy Cross Emergency Drop-in Shelter program is to ensure the health and safety of the targeted population who would otherwise be sleeping on the streets during the night.

The **goals and objectives of the program** are to assist the most vulnerable of the population who are outside the County's established shelter system by providing a safe place to sleep and/or to escape from the elements.

The goals and objectives of this program are in **the best interest of the County in terms of public health and public safety** because, through this contract, customers who are eligible to receive emergency housing services are provided linkages to programs to address their needs. Additionally, housing the targeted population will reduce the risk of them becoming victims of crime and general health-related issues that result from not having appropriate shelter. Without this service, these individuals would literally be sleeping on the streets. This program gives them a place to stay temporarily while looking for a permanent solution to their homelessness.

Additionally, this contract is in the **best interest of the County in terms of fiscal responsibility** in that the program provides a less expensive alternative to regular shelter care. The drop-in center only provides the services that the population is willing to accept. Therefore, the Department does not purchase services that will not be used. Eligible persons can access services that would be offered at a traditional shelter through referrals from the drop-in centers when and if they are appropriate.

**The goals and objectives will be tracked and monitored** through performance measurement indicators developed by the Department and approved by the County Budget Office. The tracking and monitoring include the submission of monthly statistics and quarterly reports as well as through direct contact with the D.S.S. staff in order to evaluate the performance of the vendor and the effectiveness of the program.

The **Department is able to report that the Vendor's Performance Measurement Indicators** reflect that the Vendor met its goal of providing emergency overnight housing to eligible customers. The Vendor accepted and provided services to 100% of eligible customers in need of emergency overnight housing during the 2011-2012 contract period. The data collected as of March 15, 2012 reflects an average daily occupancy rate of approximately 19 individuals which translates to an aggregate total of 6935 beds.

This agreement is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(a)(xiv) thereof.

Except as specifically amended hereby, all other terms and conditions of the agreement shall remain the same.

Your approval of the attached resolution to is respectfully requested.

KMM/DI

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/06/2012 - JOMARY VIEIRA SECRETARY

**RESOLUTION**

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

**RESOLVED**, that the agreement with The Sharing Community, Inc. to operate a shelter located at 1 Hudson Street for homeless single males and to provide additional space, at the same location, to accommodate any overflow homeless drop-in population from the 101 North Broadway location of The Sharing Community for the period January 1, 2012 through December 31, 2012 in an amount not to exceed \$1,052,957 ( the "Agreement"), is hereby amended to add The Sharing Community's Locust Hill/Holy Cross Emergency Drop-in Shelter to the Agreement effective March 16, 2012 at a cost not to exceed \$210,467, thereby increasing the total not to exceed amount of the Agreement from \$1,052,957 to \$1,263,424 payable pursuant to an approved budget; and be it further

**RESOLVED**, that this Contract is subject to County Appropriation; and be it further

**RESOLVED**, that this Agreement 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 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 the County Executive or his authorized designee is empowered to execute any and all documents necessary to implement this resolution.

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|----------------------------|-----------------------|
| <b>Original Agreement:</b> | <b>\$1,052,957</b>    |
| <b>This Amendment:</b>     | <b><u>210,467</u></b> |
| <b>Total:</b>              | <b>\$1,263,424</b>    |

APPROVED BOARD OF SUPERVISORS & CONTRACT - COUNTY OF ALBANY, SECRETARY

Account to be  
Charged/Credited

|      | Fund | Dept | Major Program,<br>Program & Phase<br>Or Unit | Object/<br>Sub-Object | Trust<br>Account | Dollars   |
|------|------|------|--|-----------------------|------------------|-----------|
| 2012 | 101  | 22   | 8900   | 5860                  | -----            | \$210,467 |
|      |      |      |  |                       | -----            |           |

**Budget Funding Year(s): 2012**  
(must match Resolution)

**Start Date: 3/16/12 End Date: 12/31/12**

**Funding Source**

**\$210,467**  
(must match resolution)

**Tax Dollars: 71%**  
**State Aid: 29%**  
**Federal Aid:**  
**Other:**

APPROVED BOARD OF ACQUISITION & CONTRACTING 09/06/2012 - JOMAR VERA, SECRETARY