



Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

38061

DATE: January 17, 2014

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to amend an agreement with the City of Mount Vernon, pursuant to which the County was to provide the City with Federal National Emergency Grant funds, in order to extend the termination date of the agreement from December 31, 2013 to June 30, 2014

By a resolution approved on February 7, 2013 (the "February 7th Resolution"), your Honorable Board authorized the County of Westchester, acting on behalf of the Westchester/Putnam Local Workforce Investment Board, (the "County") to enter into an agreement with the City of Mount Vernon (the "City"), pursuant to which the County was to provide the City an amount not-to-exceed \$914,125.00 in National Emergency Grant ("NEG") funds (the "NEG Funds") and the City was to use the NEG Funds to hire, equip, and/or transport, and provide supervision for, temporary workers who were to provide necessary labor and thereby assist in recovery efforts from damage caused by Hurricane Sandy, for a term commencing October 30, 2012 and continuing through September 30, 2013 (the "Agreement"). The Agreement was subsequently executed.

By a resolution approved on November 21, 2013 (the "November 21st Resolution"), your Honorable Board authorized the County to amend the Agreement in order to, (1) increase the not-to-exceed amount thereof by an additional \$745,827.66, from an amount not-to-exceed \$914,125.00 to a new amount not-to-exceed \$1,659,952.66, and (2) extend the termination date thereof from September 30, 2013 to December 31, 2013 (the "First Amendment"). The First Amendment was subsequently executed.

NEG Funds are Federal funds made available by the United States Department of Labor

under the Workforce Investment Act of 1998, as amended, (“WIA”) and provided to the County through the New York State Department of Labor (“NYSDOL”). On January 7, 2014, NYSDOL notified the County by e-mail that the authorized period for expenditure of the NEG Funds was being extended to June 30, 2014.

Accordingly, the County respectfully requests that your Honorable Board authorize the County to amend the Agreement, as amended by the First Amendment, (the “Amended Agreement”) in order to extend the termination date thereof from December 31, 2013 to June 30, 2014 (the “Second Amendment”).

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

The proposed Second Amendment will serve a public purpose by providing the City with additional time to expend the NEG Funds on hiring, equipping, and/or transporting, and providing supervision for, temporary workers who will provide necessary labor and thereby assist in recovery efforts from the damage caused by Hurricane Sandy.

The goal and objective of the proposed Second Amendment is to provide the City with additional time to expend the NEG Funds on hiring, equipping, and/or transporting, and providing supervision for, temporary workers who will provide necessary labor and thereby assist in recovery efforts from the damage caused by Hurricane Sandy.

The goal and objective of the proposed Second Amendment is in the best interests of the County in terms of public health and welfare, as providing the City with additional time to expend the NEG Funds will assist the City in its recovery efforts from the damage caused by Hurricane Sandy by enabling the city to continue using the NEG Funds to hire, equip, and/or transport, and provide supervision for, temporary workers who will provide necessary labor. In addition, the goal and objective of the proposed Second Amendment is also in the best interests of the County in terms of fiscal responsibility, as the County will provide the NEG Funds to help assist in the recovery efforts as described above, and will not have to expend other County funds to provide such assistance.

The goals and objectives of the proposed Second Amendment will be tracked and monitored by the Department of Social Services.

It should be noted that Section 2918(d) of Title 29 of the United States Code, which is part of WIA, expressly authorizes NEG Funds to be expended through appropriate public agencies. As New York State law provides for the use of funds received under WIA pursuant to the terms and conditions of WIA, the provisions of New York State General Municipal Law 119-o do not apply. Additionally, the proposed Second Amendment is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) thereof.

I respectfully recommend approval of attached resolution.

RESOLUTION

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

RESOLVED, that the County of Westchester, acting on behalf of the Westchester-Putnam Local Workforce Investment Board, (the “County”) is authorized to amend an agreement with the City of Mount Vernon (the “City”), pursuant to which the County was to provide the City an amount not-to-exceed \$1,659,952.66 in National Emergency Grant funds (the “NEG Funds”) and the City was to use the NEG Funds to hire, equip, and/or transport, and provide supervision for, temporary workers who were to provide necessary labor and thereby assist in recovery efforts from damage caused by Hurricane Sandy, for a term commencing October 30, 2012 and continuing through December 31, 2013 (the “Agreement”), in order to extend the termination date thereof from December 31, 2013 to June 30, 2014; and be it further

RESOLVED, that except as specifically amended hereby, 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 empowered to execute all documents and take all actions necessary to effectuate the purposes hereof.

Original Contract Amount: \$914,125.00
First Amendment: \$745,827.66
This Amendment: \$0.00
Total \$1,659,952.66

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
N/A	N/A	N/A	N/A	N/A	N/A

Budget Funding Year(s): N/A Start Date: N/A End Date: 06/30/14
(must match resolution)

Tax Dollars: N/A
Funding Source State Aid: N/A
\$N/A Federal Aid: N/A
(must match resolution) Other: N/A