



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**47982**

DATE: August 6, 2015,

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, (1) extend the term of the agreement by one (1) month, to a new termination date of April 30, 2015, and (2) increase the not-to-exceed amount of the agreement by \$657,172.90, to a new not-to-exceed amount of \$3,129,023.86.

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By a resolution approved on February 7, 2013, 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 on October 30, 2012 and continuing through September 30, 2013 (the "Original Agreement"). The Original Agreement was subsequently executed.

By a resolution approved on November 21, 2013, your Honorable Board authorized the County to amend the Original Agreement in order to, (1) extend the term thereof by three (3) months, to a new termination date of December 31, 2013, and (2) 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 (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on February 20, 2014, your Honorable Board authorized the County to amend the Original Agreement, as amended by the First Amendment, in order to

extend the term thereof by six (6) months, to a new termination date of June 30, 2014 (the "Second Amendment"). The Second Amendment was subsequently executed.

By a resolution approved on June 12, 2014, as amended by a resolution approved on August 14, 2014, your Honorable Board authorized the County to amend the Original Agreement, as amended by the First Amendment and the Second Amendment, (the "Agreement") in order to, (1) extend the term thereof by nine (9) months, to a new termination date of March 31, 2015, and 2.) increase the not-to-exceed amount thereof by an additional \$811,898.30, from an amount not-to-exceed \$1,659,952.66 to a new amount not-to-exceed \$2,471,850.96 (the "Third Amendment").

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"). By Notices of Obligational Authority ("NOAs") dated December 5, 2014 and May 11, 2015, NYSDOL notified the County, (1) that the authorized period for expenditure of the NEG Funds has been extended to June 30, 2015, and (2) that the County would be provided with additional NEG Funds, a portion of which are being made available to the County by NYSDOL expressly so that the County could provide additional NEG Funds to the City in order to further fund qualifying work.

Although the NOAs extended the period authorized for expenditure of the NEG Funds to June 30, 2015, the City informed the County that it had completed all expenditures of the NEG Funds by April 30, 2015.

Accordingly, the County respectfully requests that your Honorable Board authorize the County to amend the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, (the "Agreement") in order to, (1) extend the term thereof by one (1) month, to a new termination date of April 30, 2015, and (2) increase the not-to-exceed amount thereof by an additional \$657,172.90, from an amount not-to-exceed \$2,471,850.96 to a new amount not-to-exceed \$3,129,023.86 (the "Fourth Amendment").

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

The proposed Fourth Amendment will serve a public purpose by enabling the County to provide additional funds to the City, and provide additional time to expend such funds, to facilitate their 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 Fourth Amendment is to enable the County to provide additional funds to the City, and provide additional time to expend such funds, to facilitate their 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 Fourth Amendment is in the best interests of the County in terms of public health and welfare, as enabling to the County to provide additional funds to the City, and provide additional time to expend such funds, to assist in recovery efforts from the damage caused by Hurricane Sandy will enable the City 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 Fourth Amendment is also in the best interests of the County in terms of fiscal responsibility, as the County will provide the additional 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 Fourth 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 119-0 do not apply. Additionally, the proposed Fourth Amendment is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) thereof.

I respectfully recommend your Honorable Board's approval of attached resolution.

KMM/BG/bdm/nn

**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 hereby 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 \$2,471,850.96 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 on October 30, 2012 and continuing through March 31, 2015 (the "Agreement"), in order to, (1) extend the term thereof by one (1) month, to a new termination date of April 30, 2015, and (2) increase the not-to-exceed amount thereof by an additional \$657,172.90, from an amount not-to-exceed \$2,471,850.96 to a new amount not-to-exceed \$3,129,023.86; 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 hereby empowered to execute any documents and take any actions necessary and appropriate to effectuate the purposes of this Resolution.

Original Contract Amount:	\$914,125.00
First Amendment:	\$745,827.66
Second Amendment:	\$ 0.00
Third Amendment:	\$811,898.30
<b><u>This Amendment:</u></b>	<b><u>\$657,172.90</u></b>
<b>Total</b>	<b>\$3,129,023.86</b>

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
275	22	087M	7350	T087C	657,172.90

Budget Funding Year(s): PY12 (2012 Grant Year) Start Date: N/A End Date: 04/30/15  
(must match resolution)

Funding Source	Tax Dollars:
<b><u>\$657,172.90</u></b>	State Aid:
(must match resolution)	Federal Aid: <u>100%</u>
	Other: