



George Latimer
County Executive

Department of Social Services

Kevin McGuire
Commissioner

71806

DATE: September 18, 2019

TO: Board of Acquisition and Contract

FROM: Kevin McGuire, Commissioner
Department of Social Services

SUBJECT: Authority for the County of Westchester to further amend its agreement with Hope's Door, Inc., to operate a special needs shelter at a facility known as Hope's Door Shelter for women and their minor children who are victims of domestic violence and residing in the County of Westchester, by a.) extending the term by three (3) months to a new termination date of December 31, 2019, and b.) increasing the not-to-exceed amount by \$141,043.75, to pay for services rendered during the extended term.

By a resolution approved on March 6, 2014, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Social Services (the "Department"), to enter into an agreement with Hope's Door, Inc. ("Hope's Door"), pursuant to which Hope's Door would operate a special needs shelter at a facility known as Hope's Door Shelter for women and their minor children who are victims of domestic violence and residing in the County of Westchester, for the period from January 1, 2014 through December 31, 2018, for an amount not to exceed \$2,820,875.00, to be paid monthly pursuant to an approved budget and subject to appropriation at the rate of \$112.22 per person per day (the "Agreement"). The Agreement was subsequently executed.

Thereafter, by resolution approved on December 20, 2018, your Honorable Board authorized the County to a.) extend the term of the Agreement by three (3) months, to a new termination date of March 31, 2019, in order for the Department to have sufficient time to issue a Request for Proposals ("First RFP") for the same shelter services, and b.) increase the not-to-exceed amount thereunder by \$141,043.75, to a new total amount not to exceed of \$2,961,918.75, to pay for services to be rendered during the extended term (the "First Amendment"). The First Amendment was subsequently executed.

Thereafter, since no proposals were received in response to the First RFP for shelter services, by resolution approved on April 25, 2019, your Honorable Board authorized the County to a.) further extend the term of the Agreement by three (3) additional months, to a new termination date of June 30, 2019, in order for the Department to have additional time to issue a second RFP (“Second RFP”), and b.) increase the not-to-exceed amount thereunder by \$141,043.75, to a new total amount not to exceed \$3,102,962.50, to pay for services to be rendered during the extended term (the “Second Amendment”). The Second Amendment was subsequently executed.

Thereafter, due to circumstances beyond the Department’s control, the Department requested additional time to issue the Second RFP and, by resolution approved on July 11, 2019, your Honorable Board authorized the County to a.) further extend the term by three (3) additional months, to a new termination date of September 30, 2019, and b.) increase the not-to-exceed amount thereunder by \$141,043.75, to a new total amount not to exceed \$3,244,006.25, to pay for services to be rendered during the additional extended term (the “Third Amendment”). The Third Amendment was subsequently executed.

The Department is still in the process of issuing the Second RFP, and in order to maintain continuity for these critical services, authority is respectfully requested to further amend the Agreement with Hope’s Door for the continued operation of the special needs shelter at a facility known as Hope’s Door Shelter, by, a.) extending the term thereof by three (3) additional months, to a new termination date of December 31, 2019, and b.) increasing the not-to-exceed amount thereunder by \$141,043.75, to a new total amount not to exceed of \$3,385,050.00, to pay for services to be rendered during the additional extended term, at the rate of \$115.48 per person per day which has been in effect since January 1, 2019 (the “Fourth Amendment”).

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

The proposed Fourth Amendment will serve a **public purpose** by assisting the County to provide immediate emergency shelter to eligible victims of domestic violence and their minor children.

The **goals and objectives** of the proposed Fourth Amendment are:

- 1) to provide a safe environment to women and their minor children experiencing domestic violence
- 2) to provide on-site counseling services and support services
- 3) to increase responsiveness of the criminal justice system to the needs of battered women and their minor children by offering legal services, advocacy and accompaniment services for Court hearings and visits to the District Attorney’s Office.

The **goals and objectives will be tracked and monitored** using the performance measurement indicators developed by the Department and approved by the County Budget Office. The contractor is required to submit to the Department monthly and quarterly statistical reports on all activities related to the program.

This procurement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a)(xi) thereof, which exempts “any procurement made pursuant to procurement procedures provided for under any other federal or state law applicable to such procurement”, and Section 13 thereof, which specifies that each procurement that is funded, in whole or in part, by federal funds shall be made in accordance with any and all applicable federal laws, regulations, rules, guidance, instructions, or grant terms. Specifically, this procurement complies with 2 C.F.R. 200.320(f)(2), which allows for non-competitive procurement when “[t]he public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation”, based on the exigent circumstance that would be created by the County being without the Services, as noted above.

I respectfully recommend approval of the attached resolution.

KMM/LLV/CMC

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/17/2019
USY MR. PAJ. SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Social Services, is hereby authorized to further amend its agreement (the "Agreement") with Hope's Door, Inc. ("Hope's Door"), to operate a special needs shelter at a facility known as Hope's Door Shelter, for women and their minor children who are victims of domestic violence and residing in the County of Westchester, for the period from January 1, 2014 through September 30, 2019, for an amount not to exceed \$3,244,006.25, to be paid monthly pursuant to an approved budget and subject to appropriation, by a.) extending the term thereof by three (3) months, to a new termination date of December 31, 2019, and b.) increasing the not-to-exceed amount by \$141,043.75, to a new total amount not to exceed \$3,385,050.00, to pay for services to be rendered during the extended term, at the rate of \$115.48 per person per day; 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 authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Original Contract Amount:	\$2,820,875.00
First amendment	\$ 141,043.75
Second Amendment	\$ 141,043.75
Third Amendment	\$ 141,043.75
This Amendment	\$ <u>141,043.75</u>
Total	\$3,385,050.00

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	22	8900	5850	-----	\$141,043.75

Budget Funding Year(s): 2019 Start Date: 10/01/2019 End Date: 12/31/2019
 (must match resolution)

Funding Source	Tax Dollars: 1%
\$ 141,043.75	State Aid: 0%
(must match resolution)	Federal Aid: 99%
	Other: