



Robert P. Astorino  
County Executive

Department of Social Services

Kevin McGuire  
Commissioner

**23456**

**DATE:** November 28, 2011

**TO:** Board of Acquisition and Contract

**FROM:** Kevin McGuire  
Commissioner of Social Services

**SUBJECT:** Authority for the County of Westchester, acting through its Department of Social Services, to exercise its second and final option under the agreement with GIO Express, Inc. for the provision of private messenger services to support the administrative operations of the Department of Social Services Office of Child Support Enforcement by extending the contract for one (1) additional year commencing February 1, 2012 and terminating on January 31, 2013 in an amount not to exceed \$17,034 to be paid monthly pursuant to an approved budget and subject to appropriation

By resolution approved on February 18, 2010 (the "February 18<sup>th</sup> Resolution"), your Honorable Board authorized the County of Westchester, acting through its Department of Social Services, to enter into an agreement with GIO Express, Inc. for the provision of private messenger services to support the administrative operations of the Department of Social Services' Office of Child Support Enforcement for the period February 1, 2010 through January 31, 2011 for an amount not to exceed \$17,000 to be paid pursuant to an approved budget with the County having the option to extend the contract for two (2) additional one year terms on the same terms and conditions; provided, however, that for the second and third year of the contract, the not-to-exceed amount payable to the Contractor will be increased by 50% of the percentage, if any, that the Consumer Price Index in the month of September of the current contract year has increased over the C.P.I. in the month of September of the preceding year. The agreement was subsequently executed. It is to be noted that GIO Express, Inc. was awarded the contract as the low bidder after public bidding was conducted in accordance with applicable law.

By resolution approved on January 28, 2011, your Honorable Board authorized the County of Westchester, acting through its Department of Social Services, to exercise the first renewal option under the agreement with GIO Express, Inc. for the provision of private messenger services by extending the contract for one (1) additional year commencing February 1, 2011 and terminating January 31, 2012 in an amount not to exceed \$17,000 to be paid monthly pursuant to an approved

budget and subject to appropriation. There was no increase in the amount requested for this contract since the Consumer Price Index in the month of September 2010 did not increase over the C.P.I. in the month of September 2009. The agreement was subsequently executed.

Authority is now requested for the County of Westchester to exercise the second and final option to extend the agreement with GIO Express, Inc. for the provision of private messenger services by extending the contract for one (1) additional year commencing February 1, 2012 and terminating on January 31, 2013 in an amount not to exceed \$17,034 to be paid pursuant to an approved budget and subject to appropriation. There is an increase in the amount requested for this contract since the Consumer Price Index in the month of September 2011 increased 0.2% over the C.P.I. in the month of September 2010.

This contract will serve a **public purpose** by couriering child support related documents between the Department of Social Services' Office of Child Support and the various Family Courts and other County locations. The Family Court must receive appropriate and necessary documents before the Court can proceed with child support cases. The proposed agreement would enable DSS to service its customers more efficiently and in a timely fashion.

The **goals and objectives** of using a messenger service are to provide a secure, low cost alternative for transporting mail between the Office of Child Support, located in Mount Vernon, and various other locations in Westchester County. Contracted courier service helps OCSE to make timely deposits of all child support payments that are collected and improves OCSE's performance in other ways as well. Child Support payments in cash and checks, made by respondents directly to OCSE-Court Liaison Unit staff during the course of NYS court proceedings are delivered in a secure fashion by the courier on a regular basis directly to the Support Collection Unit office in Mt. Vernon

The **goals and objectives are in the best interest of the County in terms of fiscal responsibility**, as they are aimed at cutting the cost of providing messenger services by hiring an outside agency instead of hiring additional employees to perform this important task. The amount of money that the County of Westchester would commit to expend during the period of the proposed contract is a significantly lower figure than would otherwise be incurred to have this service performed by a messenger employed by county government. The numerous daily trips that are required each business day between the courts, the Westchester County Clerk's Office, and the OCSE office properly call for a dedicated, full-time messenger.

The goals and objectives **will be monitored using the performance measurement indicators** developed by the department and approved by the County Budget Office. The vendor will submit statistics and performance reports in the format approved by the Department. The Office of Child Support will be responsible for setting the milestones and tracking their achievements.

Through November 30<sup>th</sup> in the calendar year 2011, OCSE collected a total of \$384,841 in direct payments made by respondents in court. Also in this period, OCSE filed 1,437 money judgments totaling \$10,473,162 with the County Clerk's Office. These judgments are filed via secure delivery by the courier. The interest that accrues on these monies commences as of the date the judgments are filed, at the rate of 9.00% per annum. Without the contracted courier service, Westchester County would not be able to file judgments such as these in a timely fashion. The contracted courier service

also provides regular timely pickup and delivery of various petitions and court orders. This helps OCSE to increase its New York State performance measures such as PEP, SEP and Medical Indicator as well as its child support collections.

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

Accordingly, the County of Westchester is hereby requesting authority to enter into an agreement with GIO Express, Inc. for the aforesaid purpose. A resolution requesting the same is attached for your Honorable Board's approval.

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/29/2011 - JOHANNY VIEIRA, SECRETARY

# RESOLUTION

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

**RESOLVED**, that County of Westchester, acting through its Department of Social Services, to exercise its second and final option under the agreement with GIO Express, Inc. for the provision of private messenger services to support the administrative operations of the Department of Social Services Office of Child Support Enforcement by extending the contract for an additional year commencing February 1, 2012 and terminating January 31, 2013 in an amount not to exceed \$17,034 to be paid monthly pursuant to an approved budget; and be it further

**RESOLVED**, that this Contract is subject to County Appropriations; 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 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 original agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2012	101	22	8000	4420	_____	\$15,614.50
2013	101	22	8000	4420	_____	\$ 1,419.50

Budget Funding Year(s): 2012-13 Start Date: 02/01/2012 End Date: 01/31/2013  
(must match resolution)

Funding Source

Tax Dollars: 29%

State Aid: 26%

Federal Aid: 45%

Other \_\_\_\_\_

**\$17,034**

(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/29/2011 - JOMARY PERA, SECRETARY