

Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

Philippe Gille
First Deputy Commissioner

52504

DATE: July 28, 2016

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner of Social Services

Thomas J. Lauro, P.E.
Acting Commissioner of Public Works and Transportation

RE: **AUTHORIZATION TO AMEND A CONTRACT WITH ALL COUNTY BUS, LLC, TO PROVIDE COUNTY WIDE TRANSPORTATION SERVICES FOR HOMELESS SCHOOL AGE CHILDREN AND CHILDREN IN COURT DIRECTED CUSTODY AND IN FOSTER CARE TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$6,608,794 FOR A TOTAL AMOUNT NOT TO EXCEED \$19,217,543.**

The County of Westchester (the "County") is mandated by the New York State Education Law Section 320(2) to provide transportation to homeless children attending school in their school district of last permanent residence (home school district). This requirement affects children who are housed outside their home school district attending school in their home school district. Additionally, the County is required to provide transportation services for children in court directed custody and in foster care for court-mandated visits with their families in Westchester County Social Services District Offices. Pursuant to a resolution approved by your Honorable Board on August 23, 2012, the County, acting by and through the Department of Social Services and the Department of Public Works and Transportation (collectively, the "Departments"), entered into a five-year agreement (the "Agreement") with All County Bus, LLC (the "Contractor") for a five year period commencing on September 1, 2012 and ending on August 31, 2017s in an amount not to exceed (NTE) \$12,608,749.

The NTE amount in the Agreement was based upon previous years of performance of this program during which the Contractor has regularly operated under budget. However, because this is not a fixed-route program and the number of children that need the service fluctuates from year to year depending on homeless housing and Foster Care placements, the budget is difficult

to predict. During the term of the current Agreement, there has been a significant rise in the number of children needing the service. As a result, the cost of the program has already exceeded the NTE amount by \$2,030,794 with over thirteen months left in the term of the Agreement.

Using the cost to perform the services required so far during the term of the Agreement, the Departments have projected that the cost for the remaining months of the term will be approximately 4,578,000. That amount, together with the \$2,030,794 cost already incurred over the NTE amount as stated above, equals \$6,608,794. The Departments are therefore respectfully requesting that the Agreement be amended to increase NTE amount by \$6,608,794 to a new NTE amount of \$19,217,543.

The public purpose of the agreement is to meet the transportation needs of the children who are housed outside their home school district attending school in their home school district and the transportation needs of children in court directed custody and in foster care for court-mandated visits with their families.

The goals and objectives of this program are to continue to meet New York State mandates by providing transportation service to children in court directed custody and in foster care for court mandated visits and transportation services to and from school for homeless children housed outside their home school districts. This program will provide stability to children and their families who have been placed in foster care and housing outside the school district of their last permanent residence. It is in the best interest of the County and the public to provide safe transportation from a competent bus company experienced in transporting children placed in care of the Department of Social Services and school age children to and from their respective schools, and thereby lessen the problems and issues that may arise in these situations when families are uprooted as a result of homelessness.

The program will continue to be monitored daily by the Departments' staff as each child and route is tracked to ensure the timely and safe arrival of the children. The Departments will continue to communicate daily concerning any problems in routing and pick-up that may occur and follow up with the Contractor. The Departments will also monitor the performance of the transportation services to ensure compliance with contract terms, and All County Bus, LLC will be paid by the Department of Social Services based on invoices detailing the routes and time periods of service provided in accordance with the bid prices.

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

In view of the importance of this program to the County, I urge the adoption of the attached resolution.

KMM/TJL/jrc
Attachment

RESOLUTION

Upon a communication from the Acting Commissioner of Public Works and Transportation and the Commissioner of Social Services, be it hereby

RESOLVED, that the County of Westchester is hereby authorized to amend the Agreement with All County Bus, LLC (the "Contractor") to increase the not-to-exceed amount thereunder by an additional \$6,608,794, from an amount not-to-exceed \$12,608,749 to an amount not-to-exceed \$19,217,543, in order to compensate the Contractor for services rendered and to continue to provide homeless children and children in foster care placements with transportation as required by State mandates; 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 duly authorized designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Original Contract Amount:	\$12,608,749
This Amendment:	<u>\$6,608,794</u>
Total:	\$19,217,543

Account to be charged/credited:

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
2016	101	22	8900	5630	-----	\$1,280,794
2016	101	22	8900	5880	-----	\$750,000
2017	101	22	8900	5630	-----	\$3,828,000
2017	101	22	8900	5880	-----	\$750,000

Budget Funding Year(s): 2016-17
(must match resolution)

Start Date: N/A

End Date: N/A

Funding Source:		<u>5630</u>	<u>5880</u>
	Tax Dollars:	0%	40%
	State Aid:	0%	38%
	Federal Aid:	100%	22%
	Other		

\$6,608,794
(must match resolution)

DOT08-12

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/25/2016 - LISA MERRILL, SECRETARY