



George Latimer  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

66512

DATE: December 7, 2018

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to exercise the County’s third and final one-year option under its agreement with Westhab, Inc., pursuant to which it was to operate the Coachman Family Center as a Tier II Shelter for Families.

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By a resolution approved on December 18, 2014, your Honorable Board authorized the County of Westchester (the “County”) to enter into an agreement (the “Original Agreement”) with Westhab, Inc. (“Westhab”), pursuant to which Westhab was to operate the Coachman Family Center (the “CFC”) as a Tier II Shelter for Families, as defined in 18 NYCRR Part 900, (a “Tier II Shelter”) for an amount not-to-exceed \$7,802,079.00, for the period from January 1, 2015 through December 31, 2016 (the “Initial Term”), with the County having the sole option to extend the term for up to three (3) one (1) year periods (each an “Option Term”) for the respective not-to-exceed amounts specified below and otherwise on the same terms as the Initial Term:

<u>Period</u>	<u>Not-To-Exceed Amount</u>
First Option Term (1/1/17 – 12/31/17)	\$4,018,457.00
Second Option Term (1/1/18 – 12/31/18)	\$4,098,826.00
Third Option Term (1/1/19 – 12/31/19)	\$4,180,804.00

The Original Agreement was subsequently executed.

By a resolution approved on January 12, 2017, your Honorable Board authorized the County to amend the Original Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2017; 2.) increasing the not-to-exceed amount thereof by \$4,018,457.00, to a new total not-to-exceed amount of \$11,820,536.00, to pay for the services during the first Option Term, and payable as specified in the Original Agreement for the first

Option Term; and 3.) reflecting the fact that the County would have two (2) one (1) year options remaining under the Original Agreement (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on February 1, 2018, your Honorable Board authorized the County to amend the Original Agreement, as amended, by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2018; 2.) increasing the not-to-exceed amount thereof by \$4,098,826.00, to a new total not-to-exceed amount of \$15,919,362.00, to pay for the services during the second Option Term, and payable as specified in the Agreement for the second Option Term; and 3.) reflecting the fact that the County will have one (1) one (1) year option remaining under the Agreement (the "Second Amendment"). The Second Amendment was subsequently executed.

The County continues to require services to operate the CFC as a Tier II Shelter. Therefore, DSS reviewed and analyzed the costs in the Original Agreement, as amended by the First Amendment and the Second Amendment, (the "Agreement") for the third Option Term in order to ensure that they were reasonable. As part of that analysis, DSS obtained from New York State the effective per-diem rate for one (1) other Tier II Shelter that is in Westchester and five (5) other Tier II Shelters that are outside of New York City and in counties similar to Westchester. Of those five (5) shelters, one (1) is located in each of Rockland County, Orange County, and Albany County, and two (2) are located in Suffolk County. The effective per-diem rate for Westhab to provide these services during the third Option Term is the second-lowest of these Tier II Shelters, with just one of the shelters in Suffolk County coming in slightly lower. DSS's analysis found that the costs comprising the not-to-exceed amount specified above for the third Option Term are reasonable.

Accordingly, the County respectfully requests authority from your Honorable Board to exercise its third and final one-year option under the Agreement and amend the Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2019; 2.) increasing the not-to-exceed amount thereof by \$4,180,804.00, to a new total not-to-exceed amount of \$20,100,166.00, to pay for the services during the third Option Term, and payable as specified in the Agreement for the third Option Term; and 3.) reflecting the fact that the County will not have any options remaining under the Agreement (the "Third Amendment").

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

The proposed Third Amendment will serve a public purpose by providing the County with the services necessary to operate the CFC as a Tier II Shelter for an additional year.

The goal and objective of the proposed Third Amendment is to provide the County with the services necessary to operate the CFC as a Tier II Shelter for an additional year.

The goal and objective of the proposed Third Amendment is in the best interests of the County in terms of public health and safety, as the County having the services necessary to operate the CFC as a Tier II Shelter for an additional year will ensure that the CFC can provide

housing to eligible families, which will ultimately help ensure the health and safety of those families.

The goals and objectives of the proposed Third Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached Resolution.

KMM/BG/bdm/nm

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/13/2018 - LISA MARIJAJ, SECRETARY

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the “County”) is hereby authorized to exercise its third and final one-year option under its agreement with Westhab, Inc. (“Westhab”), as amended, pursuant to which Westhab was to operate the Coachman Family Center as a Tier II Shelter for Families, as defined in 18 NYCRR Part 900, for an amount not-to-exceed \$15,919,362.00, for the period from January 1, 2015 through December 31, 2018, with the County having the sole option to extend the term for up to one (1) additional one (1) year period for the not-to-exceed amount specified below and otherwise on the same terms as the initial term, the first option term, and the second option term of the agreement:

<u>Period</u>	<u>Not-To-Exceed Amount</u>
Third Option Term (1/1/19 – 12/31/19)	\$4,180,804.00

(the “Amended Agreement”) and amend the Amended Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of December 31, 2019; 2.) increasing the not-to-exceed amount thereof by \$4,180,804.00, to a new total not-to-exceed amount of \$20,100,166.00, to pay for the services during the third option term, and payable as specified in the Amended Agreement for the third option term; and 3.) reflecting the fact that the County will not have any options remaining under the Amended Agreement; and be it further

**RESOLVED**, that except as specifically amended hereby, all terms and conditions of the Amended 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.

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Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2019	101	22	8900	5850	-----	\$2,854,922
2019	101	22	8900	5860	-----	\$1,325,882

Budget Funding Year(s): 2019 Start Date: 01/01/19 End Date: 12/31/19

		<u>5860</u>	<u>5850</u>
Funding Source	Tax Dollars:	71%	1%
	State Aid:	29%	0%
<u>\$4,180,804.00</u>	Federal Aid:	0%	99%
(must match resolution)	Other:		

APPROVED BOARD OF ACQUISITION & CONTRACTS 12/13/2018 - LISA MRJAUSS SECRETARY