

55519

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Robin Schlaff
Director, Office for Women

DATE: March 22, 2017

SUBJECT: Authority to amend five (5) separate agreements, pursuant to each of which the other party was to provide services for the County's Family Justice Center, by, a.) extending the term of each agreement by twelve (12) months, and b.) increasing the not-to-exceed amount of each agreement to pay for services during the extended term

As part of a resolution approved on April 24, 2014, your Honorable Board authorized the County of Westchester (the "County") to enter into the five (5) separate agreements specified below, with the five (5) entities specified below (collectively, the "Partners"), for the services for the County's Family Justice Center ("FJC") that are specified below, and for the respective not-to-exceed amounts specified below, with each agreement having a term commencing on December 1, 2013 and continuing through November 30, 2016:

- 1.) An agreement with Westchester Community Opportunity Program, Inc., ("WestCOP") to provide intake, crisis intervention, safety planning, emergency shelter placement and case management for victims entering the FJC, for an amount not-to-exceed \$101,700.00;
- 2.) An agreement with Pace University, acting by and through its Women's Justice Center, ("PWJC") to provide civil legal services for victims entering the FJC as well as conduct trainings for police, prosecutors, the judiciary, advocates and service providers, for an amount not-to-exceed \$118,500.00;
- 3.) An agreement with My Sisters' Place, Inc., ("MSP") to provide victims entering the FJC with immediate crisis intervention, safety planning, supportive counseling and advocacy and assess the need for, and make referrals to, shelter, legal services, ongoing counseling, self-sufficiency support services, and other non-residential services, for an amount not-to-exceed \$37,100.00;
- 4.) An agreement with Hope's Door, Inc. ("HD"), to provide victims entering the FJC with crisis intervention, counseling, safety planning, advocacy, emergency shelter placement and referrals, for an amount not-to-exceed \$98,700.00; and

- 5.) An agreement with Legal Services of the Hudson Valley (“LSHV”), to provide in-depth screening to determine civil legal needs of victims and their children entering the FJC, follow-up investigations, and advise victims of legal options for domestic violence related issues, for an amount not-to-exceed \$67,400.00.

(collectively, the “Partner Agreements”). The Partner Agreements were subsequently executed.

Since its creation, the FJC has been funded by grant funds from the United States Department of Justice, acting by and through its Office on Violence Against Women, (“OVW”) under its Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program. Those grant funds for the FJC were provided to the County through a series of grant agreements (the “Previous Grant Agreements”), the last of which was used, in part, for the Partner Agreements and expired on November 30, 2016.

OVW recently notified the County that it has been awarded a twelve (12) month, no-cost extension of the term during which the County can expend funds from the Previous Grant Agreements for the FJC. During this extension, the County will continue to require the services of the Partners that they collectively provided under the Partner Agreements. Therefore, the County respectfully requests authority from your Honorable Board to amend each of the Partner Agreements by, a.) extending the term of each agreement by twelve (12) months, to a new termination date of November 30, 2017, and b.) increasing the not-to-exceed amount of each agreement as follows, to pay for services during the extended term:

- 1.) For the agreement with WestCOP, an increase of \$53,080.00, from an amount not-to-exceed \$101,700.00 to an amount not-to-exceed \$154,780.00;
- 2.) For the agreement with PWJC, an increase of \$44,425.00, from an amount not-to-exceed \$118,500.00 to an amount not-to-exceed \$162,925.00;
- 3.) For the agreement with MSP an increase of \$24,537.00, from an amount not-to-exceed \$37,100.00 to an amount not-to-exceed \$61,637.00;
- 4.) For the agreement with HD an increase of \$39,662.00, from an amount not-to-exceed \$98,700.00 to an amount not-to-exceed \$138,362.00; and
- 5.) For the agreement with LSHV an increase of \$31,101.00, from an amount not-to-exceed \$67,400.00 to an amount not-to-exceed \$98,501.00.

(collectively, the “First Amendments”).

Except as described above, all other terms and conditions of each of the Partner Agreements shall remain the same.

The proposed First Amendments will serve a public purpose by providing additional time and funds for the Partners to provide services at the FJC, and thereby provide additional opportunities for the County to enhance the safety and independence of victims of abuse. If victims are empowered to learn how to develop and maintain their own safety, they are not as likely to return to dependence on their abusers, thereby reducing public safety costs and medical costs. If they are helped to empower themselves to be independent and self-sufficient, they are not as likely to be dependent on public assistance.

The goal and objective of the proposed First Amendments is to provide additional time and funds for the Partners to provide services at the FJC, and thereby provide additional opportunities for victims of abuse to avail themselves of centralized support services and legal services, eliminating the need for victims to go various locations for services for themselves and their children.

The goal and objective of the proposed First Amendments is in the best interests of the County in terms of the public health, safety and general welfare, as providing additional time and funds for the Partners to provide services at the FJC will ultimately enhance the safety and independence of victims of abuse. Victims are safer getting help in one secure location at the FJC, and they benefit from the expertise of a multi-disciplined team, a uniform professional approach, and shared policy of confidentiality and information-sharing. Through the FJC, victims are able to concurrently meet their civil and criminal needs in one center, which maintains a firewall to ensure confidentiality of information, which ultimately helps guarantee their safety.

The goal and objective of the proposed First Amendments will be tracked and monitored by the Office for Women by means of quarterly reports and ongoing communication with the Partners.

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.” Specifically, the procurement complies with 2 C.F.R. 200.320(f), based upon sub-section (2) thereof, (formerly, 28 C.F.R. 66.36(d)(4)(i)(B)) as an exigency would be caused by a gap in the County’s receipt of the above-described services. That is because the FJC serves people who are faced with life and death situations. The Partners provide essential services at the FJC. If the County were without the services of the Partners for a period of time, that would result in greater danger and a loss of safety to the FJC’s clients, as there are no additional staff members at the FJC who could assume those responsibilities in the interim.

Accordingly, I recommend adoption of the proposed resolution.

RESOLUTION

Upon a communication from the Director of the Office for Women, be it hereby

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend each of the five (5) agreements specified below, with the five (5) entities specified below, for the services for the County's Family Justice Center ("FJC") that are specified below, and for the respective not-to-exceed amounts specified below, with each agreement having a term commencing on December 1, 2013 and continuing through November 30, 2016 (collectively, the "Partner Agreements"), by, a.) extending the term of each agreement by twelve (12) months, to a new termination date of November 30, 2017, and b.) increasing the not-to-exceed amount of each agreement as follows, to pay for services during the extended term:

- 1.) For the agreement with Westchester Community Opportunity Program, Inc., to provide intake, crisis intervention, safety planning, emergency shelter placement and case management for victims entering the FJC, an increase of \$53,080.00, from an amount not-to-exceed \$101,700.00 to an amount not-to-exceed \$154,780.00;
- 2.) For the agreement with Pace University, acting by and through its Women's Justice Center, to provide civil legal services for victims entering the FJC as well as conduct trainings for police, prosecutors, the judiciary, advocates and service providers, an increase of \$44,425.00, from an amount not-to-exceed \$118,500.00 to an amount not-to-exceed \$162,925.00;
- 3.) For the agreement with My Sisters' Place, Inc., to provide victims entering the FJC with immediate crisis intervention, safety planning, supportive counseling and advocacy and assess the need for, and make referrals to, shelter, legal services, ongoing counseling, self-sufficiency support services, and other non-residential services, an increase of \$24,537.00, from an amount not-to-exceed \$37,100.00 to an amount not-to-exceed \$61,637.00;
- 4.) For the agreement with Hope's Door, Inc., to provide victims entering the FJC with crisis intervention, counseling, safety planning, advocacy, emergency shelter placement and referrals, an increase of \$39,662.00, from an amount not-to-exceed \$98,700.00 to an amount not-to-exceed \$138,362.00; and
- 5.) For the agreement with Legal Services of the Hudson Valley, to provide in-depth screening to determine civil legal needs of victims and their children entering the FJC, follow-up investigations, and advise victims of legal options for domestic violence related issues, an increase of \$31,101.00, from an amount not-to-exceed \$67,400.00 to an amount not-to-exceed \$98,501.00

; and be it further

RESOLVED, that except as specifically amended hereby, all of the other terms and conditions of each of the Partner Agreements shall remain the same; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is

authorized and empowered to execute any and all documents and take any actions necessary to effectuate the purposes hereof.

Account to be charged/credited:

Fund	Dept	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year(s)
263	11	988R	4380	T988	\$192,805	2016-2017

Budget Funding Year(s) 2016-2017 **Start Date:** 12/1/2016 **End Date:** 11/30/2017
(must match resolution)

\$192,805

(must match resolution)

Funding Source:

Tax Dollars _____

State Aid _____

Federal Aid \$192,805

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/13/2017 - LIC. MR. RIJAJ, SECRETARY