

61603

DATE: February 16, 2018

TO: Board of Acquisition and Contract

FROM: Robin Schlaff
Director, Office for Women

SUBJECT: Authority to enter into four (4) separate grant-funded agreements, each of which shall be for a term commencing retroactive to October 1, 2017 and continuing through September 30, 2019, as follows:

- 1.) An agreement with Hope's Door, Inc. for an amount not-to-exceed \$152,000.00, pursuant to an approved budget;
- 2.) An agreement with Pace University for an amount not-to-exceed \$30,000.00, pursuant to an approved budget;
- 3.) An agreement with Urban Resource Institute for an amount not-to-exceed \$12,000.00, pursuant to an approved budget; and
- 4.) An agreement with Biofeedback Resources International Corporation for an amount not-to-exceed \$2,000.00, pursuant to an approved budget.

By a resolution approved on September 28, 2017 (the "September 28th Resolution"), your Honorable Board authorized the County of Westchester, acting by and through its Office for Women, (the "County") to enter into a grant agreement with the New York State Office for the Prevention of Domestic Violence ("OPDV") in order to accept a grant awarded to the County by OPDV under OPDV's Risk Reduction Enhanced Response ("RRER") Pilot Program (the "Grant"), in the amount of Two Hundred Thousand Dollars (\$200,000.00), for the period October 1, 2017 through September 30, 2019, in order to help prevent intimate partner related homicide (the "Grant Agreement"). The Grant Agreement was subsequently executed.

As specified in the September 28th Resolution, in order to meet the requirements of the application for the Grant, the County identified various subcontractors and other partners with whom the County will work in its performance of the Grant-funded work. Those parties include Hope's Door, Inc. ("Hope's Door"); Pace University ("Pace"); Urban Resource Institute ("URI"); Biofeedback Resources International Corporation ("BRI"); the Town of Bedford; the Town of Lewisboro; the Town of North Salem; the Town of Pound Ridge; and the Town of Somers. As also specified in the September 28th Resolution, the County intended to separately seek authority from your Honorable Board to enter into agreements with those parties, as necessary.

Accordingly, authority is now respectfully requested from your Honorable Board for the County to enter into four (4) separate agreements, each of which shall be for a term commencing retroactive to October 1, 2017 and continuing through September 30, 2019 and be funded by a portion of the Grant, as follows:

- 1.) An agreement with Hope's Door, pursuant to which Hope's Door will serve as part of a Northern Westchester Risk Reduction Team ("NWRRT"), provide a Program Coordinator who will be responsible for all tasks and obligations provided for in the grant solicitation, and provide a Victim Advocate to provide direct services for victims, for an amount not-to-exceed \$152,000.00, pursuant to an approved budget.
- 2.) An agreement with Pace, pursuant to which Pace will serve as part of the NWRRT, and provide training and education as specified in the Grant application, for an amount not-to-exceed \$30,000.00, pursuant to an approved budget.
- 3.) An agreement with URI, pursuant to which URI will operate its Abusive Partner Intervention Program ("APIP") and assign its APIP Coordinator to participate in Grant activities as needed, for an amount not-to-exceed \$12,000.00, pursuant to an approved budget.
- 4.) An agreement with BRI, pursuant to which BRI will provide stress management training and tools for domestic violence victims, for an amount not-to-exceed \$2,000.00, pursuant to an approved budget.

The proposed agreements will use a total aggregate amount not-to-exceed \$196,000.00 out of the \$200,000.00 made available to the County under the Grant Agreement. The County intends to seek authority to enter into five (5) separate intermunicipal agreements with the Town of Bedford, the Town of Lewisboro, the Town of North Salem, the Town of Pound Ridge, and the Town of Somers for services related to the Grant, for a total aggregate amount not-to-exceed \$4,000.00.

The proposed agreements will serve a public purpose by providing the County with the services it needs in order to help prevent intimate partner related homicide.

The goal and objective of the proposed agreements is to provide the County with the services it needs in order to help prevent intimate partner related homicide.

The goal and objective of the proposed agreements is in the best interests of the County in terms of the public health, safety and general welfare, as enhancing Westchester's Coordinated Community Response to domestic violence may reduce the risk of domestic violence homicides and assaults and increase the safety of victims.

The goal and objective of the proposed agreements will be tracked and monitored by the Office for Women.

The procurement of the proposed agreements is exempt from the requirements of 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," as the County complied with the procedures specified by OPDV for the Grant.

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, acting by and through its Office for Women, (the "County") is hereby authorized to enter into four (4) separate agreements (the "Agreements"), each of which shall be for a term commencing retroactive to October 1, 2017 and continuing through September 30, 2019 and be funded by a portion of the grant from the New York State Office for the Prevention of Domestic Violence ("OPDV") under OPDV's Risk Reduction Enhanced Response ("RRER") Pilot Program (the "Grant"), as follows:

- 1.) An agreement with Hope's Door, pursuant to which Hope's Door will serve as part of a Northern Westchester Risk Reduction Team ("NWRRT"), provide a Program Coordinator who will be responsible for all tasks and obligations provided for in the grant solicitation, and provide a Victim Advocate to provide direct services for victims, for an amount not-to-exceed \$152,000.00, pursuant to an approved budget;
- 2.) An agreement with Pace, pursuant to which Pace will serve as part of the NWRRT, and provide training and education as specified in the Grant application, for an amount not-to-exceed \$30,000.00, pursuant to an approved budget;
- 3.) An agreement with URI, pursuant to which URI will operate its Abusive Partner Intervention Program ("APIP") and assign its APIP Coordinator to participate in Grant activities as needed, for an amount not-to-exceed \$12,000.00, pursuant to an approved budget; and
- 4.) An agreement with BRI, pursuant to which BRI will provide stress management training and tools for domestic violence victims, for an amount not-to-exceed \$2,000.00, pursuant to an approved budget

; and be it further

RESOLVED, that the Agreements are also subject to County Appropriations; and be it further

RESOLVED, that the Agreements are 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 these Agreements or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractors, then the Contractors shall have the right to terminate the Agreement upon reasonable prior written notice; 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.

\$152,000.00 Hope's Door
 \$30,000.00 Pace
 \$12,000.00 URI
\$2,000.00 BRI
\$196,000.00 Total

Account to be Charged/Credited:

Fund	Dept	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year(s)
263	11	908S	4380	1908	\$196,000	2017-2019

Budget Funding Year(s) 2017-2019 Start Date: 10/1/2017 End Date: 9/30/2019
 (must match resolution)

\$196,000
 (must match resolution)

Funding Source: Tax Dollars _____
 State Aid \$196,000
 Federal Aid _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/01/2018 - LISA M. RIAJ, SECRETARY