

55711

Date: March 3, 2017

To: The Board of Acquisition and Contract

From: Kevin M. Cheverko
Commissioner of Correction

Re: Authorization to enter into an Agreement with Oneida County whereby Oneida County would maintain Westchester County inmates requiring mental health treatment at the Central New York Psychiatric Center, Forensic Unit located in Marcy, New York, by providing security services at the Psychiatric Center, at the rate of \$185.00 per day for each Westchester County inmate remanded to the Psychiatric Center from County Jail for care and treatment, for the period January 1, 2017 through December 31, 2019, on a space-available basis.

Pursuant to Section 504 of the New York Correction Law, the State Commission of Correction, upon application by the County, has the authority to designate a substitute jail for the County for use by the County in the event that the County jail is unfit or unsafe for the confinement of some or all of the inmates. In addition, Section 508(3) of the New York Correction Law provides for the removal of a prisoner "...in such a state of mental health that he is in need of involuntary care and treatment". The Central New York Psychiatric Center (the "Psychiatric Center") has appropriate facilities for the care of such prisoners and from time to time, the County has had the need for the remand of Westchester County prisoners to such a facility for their own safety. In turn, the County of Oneida, Department of Corrections is able to provide 24-hour security services for Westchester County prisoners remanded to the Psychiatric Center pursuant to the Mental Hygiene Law, and desires to enter into an agreement with the County to provide such services. The State Commission of Correction has designated the Oneida County Jail as the substitute jail for the County in cases where prisoners are remanded to the Psychiatric Center pursuant to the Mental Hygiene Law.

Authority is being requested for your Honorable Board to permit the County to enter into an agreement with Oneida County to maintain and provide security for Westchester County inmates remanded on a space-available basis to the Psychiatric Center pursuant to the Mental

Hygiene Law at the rate of \$185.00 per inmate per day from January 1, 2017 through December 31, 2019. The treatment costs for Westchester County inmates at the Psychiatric Center will be defrayed pursuant to the Mental Hygiene Law and any remaining costs will be paid by the County.

The agreement requires that the County indemnify and defend Oneida County Sheriff's Office as follows:

"To the fullest extent permitted by applicable law, Westchester County, or (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Westchester County's Authorized Personnel) arising out of or in connection with the exercise by Westchester County or any of Westchester County's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party."

This agreement is necessary for the County to carry out its duty to maintain the safety of inmates in the event that the County Jail is unfit for the care of inmates who require inpatient mental health treatment and to assure the safety of a prisoner, if necessary, by remanding the inmate to a mental health facility pursuant to the Mental Hygiene Law. The goal of maintaining the safety of the public and prisoners while prisoners are being maintained by a substitute jail while obtaining mental health treatment will be tracked and monitored by the Department of Correction through booking records and monthly invoices.

The approval of this contract will assure the public safety of County residents and will permit the use of Oneida County as a substitute jail where necessary pursuant to Section 504 and 508 of the Correction Law. The proposed agreement is in the best interests of the County, because the County has obtained a favorable and realistic rate for providing security for inmates who require remand to a mental health treatment facility. The more expensive alternative to entering into the proposed agreement, would be for County Correction Officers to provide 24 hour security to inmates remanded to the Central New York Psychiatric Center at great overtime and travel time expense.

A resolution for your consideration is annexed hereto which I recommend for your favorable consideration.

KMC/DI
Att.

RESOLUTION

Based on a communication from the Commissioner of Correction, be it hereby

RESOLVED, that the County of Westchester is hereby authorized to enter into an agreement with Oneida County whereby Oneida County would maintain and provide security for Westchester County inmates remanded on a space-available basis to the Central New York Psychiatric Center in Marcy, New York at the rate of \$185.00 per inmate per day from January 1, 2017 through December 31, 2019 (the "Agreement"); and be it further

RESOLVED, that the Agreement shall provide as follows:

"To the fullest extent permitted by applicable law, Westchester County, or (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Westchester County's Authorized Personnel) arising out of or in connection with the exercise by Westchester County or any of Westchester County's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party."

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 necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited

Fund	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
101	35	1000	4380		3000	TBD

Budget Funding Year(s) 2017/2019 Start Date 1/1/17 End Date 12/31/19
 (must match resolution)

Funding Source

Tax Dollars _____

State Aid _____

\$ _____
 (must match resolution)

Federal Aid _____

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/30/2017 - LISA MRIJAN, SECRETARY