

George Latimer
County Executive

Department of Probation

Rocco A. Pozzi
Commissioner

69037

DATE: April 5, 2019

TO: The Honorable Board of Acquisition and Contract

FROM: Rocco A. Pozzi
Commissioner of Probation

RE: **AUTHORITY TO ENTER INTO AN AGREEMENT WITH THE CAPITAL DISTRICT YOUTH CENTER, INC. TO PROVIDE AN OVERFLOW SECURE DETENTION FACILITY WHILE THE COUNTY'S SECURE DETENTION FACILITY IS UNDER CONSTRUCTION OR AT FULL CENSUS FOR THE TERM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 IN AMOUNT NOT TO EXCEED \$60,000.00.**

The County of Westchester (the "County"), acting by and through the Department of Probation (the "Department"), seeks authority from your Honorable Board to enter into an agreement with the Capital District Youth Center, Inc. (the "Youth Center") to provide overflow secure detention facility while the County's secure detention facility is being upgraded to include being able to separately house individuals who are between 16 and 17, which went into effect October 1, 2018, and also at times when the County's secure detention facility is at full census, in an amount not to exceed SIXTY THOUSAND (\$60,000) DOLLARS payable at a per diem rate set by the Youth Center, for the period January 1, 2019 to December 31, 2019.

The County, through the Department, is required to provide secure detention and educational services as well as related services to all youth remanded by the New York Family Court as Juvenile Delinquents ("JDs"), Juvenile Offenders ("JOs") and Adolescent Offenders ("AOs"). The population to be served consists of males and females who are at least ten years of age and less than sixteen (less than seventeen, effective October 1, 2018 and less than eighteen, effective October 1, 2019) years of age at the time they are alleged to have committed the acts leading to their detention. The Youth Center provides primary secure detention services for the Counties of Albany, Rensselaer, Saratoga and Schenectady and would provide overflow secure detention to the County on a space available basis.

Administrative Office

The proposed agreement will also provide as follows:

“Each party agrees to indemnify, defend and save harmless, the other for any loss it may suffer if such loss results from the negligent acts or omission of the other party, its officers and/or employees or subcontractor(s). Furthermore, each party agrees to indemnify, defend, and save harmless the other, and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Use Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the party in the performance of this Use Agreement, and against any liability, including costs, expenses and reasonable attorney fees, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Use Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Use Agreement.”

The Department will track and monitor the performance of the Youth Center through collection and review of data in the New York State Juvenile Detention Automated System.

The proposed agreement serves a public purpose by ensuring the safety and well-being of the detainees in the facility and the residents of the County. The goals and objectives of this program are in the best interests of the County in terms of public safety as the services provided to these detainees will help prevent youth crimes and delinquency and aid in the advancement of the moral, mental and social well-being of youth in Westchester County

The proposed agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a)xviii thereof because it is a contract for the “... programs and services for the prevention of delinquency and youth crime and the advancement of the moral, physical, mental and social wellbeing of the youth of Westchester County.”

Approval of the attached resolution is respectfully requested.

RAP/DI
Enclosure

RESOLUTION

Upon a communication from the Commissioner of Probation, be it hereby

RESOLVED, that authority is hereby granted to the County of Westchester (the "County") to enter into an agreement with the Capital District Youth Center, Inc. to provide overflow secure detention for the County in an amount not to exceed SIXTY THOUSAND (\$60,000) DOLLARS for the period January 1, 2019 to December 31, 2019; and be it further;

RESOLVED that the agreement will contain the following provision regarding indemnity:

"Each party agrees to indemnify, defend and save harmless, the other for any loss it may suffer if such loss results from the negligent acts or omission of the other party, its officers and/or employees or subcontractor(s). Furthermore, each party agrees to indemnify, defend, and save harmless the other, and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Use Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the party in the performance of this Use Agreement, and against any liability, including costs, expenses and reasonable attorney fees, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Use Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Use Agreement."; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	39	2000/2200	4380		\$60,000

Budget Funding Year(s) Start Date: January 1, 2019 End Date: December 31, 2019

(must match resolution)

Funding Source

\$60,000.00

(must match resolution)

Tax Dollars _____

State Aid **\$60,000.00**

Federal Aid _____

Other _____