

44502

DATE: February 2, 2015

TO: Board of Acquisition and Contract

FROM: Robin Schlaff
Director, Office for Women

SUBJECT: Authority to enter into a memorandum of understanding with Pace University, which will serve as part of Pace University's application for a grant from the United States Department of Justice and which will define what the County's and Pace University's respective responsibilities will be if Pace University is awarded the grant for which it is applying.

Pace University ("Pace") is seeking to apply for a grant (the "Grant") from the United States Department of Justice, acting by and through its Office on Violence Against Women, (the "DOJ") under the DOJ's "Justice for Families Program" solicitation (the "Solicitation"). In Pace's application for the Grant (the "Grant Application"), Pace will be requesting funding for one (1) full-time equivalent ("FTE") attorney who will provide free, direct civil legal services, on a walk-in basis, for underserved populations (the "Grant-Funded Services") at the Family Justice Center ("FJC") operated by the County of Westchester (the "County").

Based upon the requirements of the Solicitation, due to the involvement of the County in the Grant-Funded Services, Pace must enter into a memorandum of understanding (the "MOU") with the County. The MOU will serve as part of Pace's Grant Application and will, among other things required by the Solicitation, define what the County's and Pace's respective responsibilities will be if Pace is awarded the Grant.

Accordingly, authority is respectfully requested from your Honorable Board for the County to enter into the MOU with Pace, for a term from October 1, 2015 through September 30, 2018.

The proposed MOU will specify that Pace will, if it is awarded the Grant, provide the Grant-Funded Services at the County's FJC, as well as perform all administrative and other work required by the Grant. In consideration of the Grant-Funded Services and the other work to be performed by Pace if it is awarded the Grant, the County will provide office and meeting space for the Grant-Funded Services to be performed; translation/interpreter services for the Grant-Funded Services as needed, when available; and data collection and related contributions to reporting by Pace to the DOJ (the "County-Provided Services").

The County will not pay any funds to Pace for the Grant-Funded Services or other Grant-related work and the County will not be paid any Grant funds for the County-Provided Services.

The County's obligations under the proposed MOU will be contingent upon the County continuing to operate the FJC.

Please note that the DOJ deadline for submission of the Grant Application is February 11, 2015.

The proposed MOU will serve a public purpose by facilitating Pace's Grant Application, which would, if Pace is awarded the Grant, result in the County receiving Grant-Funded Services at the FJC that would benefit the residents of the County.

The goal and objective of the proposed MOU is to facilitate Pace's Grant Application, which could, if Pace is awarded the Grant, result in the County receiving Grant-Funded Services at the FJC that would benefit the residents of the County.

The goal and objective of the proposed MOU are in the best interests of the County in terms of safety and security, as facilitating Pace's Grant Application would, if Pace is awarded the Grant, ultimately result in the County receiving Grant-Funded Services at the FJC that would assist victims of domestic violence, sexual assault and stalking.

The goal and objective of the proposed MOU will be tracked and monitored by the staff of the County's Office for Women.

I respectfully recommend the adoption of the attached resolution.

RS/SED/bdm/nn

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 enter into a memorandum of understanding (the "MOU") with Pace University ("Pace"), for a term from October 1, 2015 through September 30, 2018; and be it further

RESOLVED, that under the MOU, Pace will, if it is awarded a grant (the "Grant") by the United States Department of Justice, acting by and through its Office on Violence Against Women, (the "DOJ") under the DOJ's "Justice for Families Program" solicitation, provide one (1) full-time equivalent ("FTE") attorney who will provide free, direct civil legal services, on a walk-in basis, for under-served populations (the "Grant-Funded Services") at the Family Justice Center ("FJC") operated by the County, as well as perform all administrative and other work required by the Grant; and be it further

RESOLVED, that under the MOU, the County will, in consideration of the Grant-Funded Services and the other work to be performed by Pace if it is awarded the Grant, provide office and meeting space for the Grant-Funded Services to be performed; translation/interpreter services for the Grant-Funded Services as needed, when available; and data collection and related contributions to reporting by Pace to the DOJ (the "County-Provided Services");

RESOLVED, that the County will not pay any funds to Pace for the Grant-Funded Services or other Grant-related work and the County will not be paid any Grant funds for the County-Provided Services; and be it further

RESOLVED, that the County's obligations under the MOU will be contingent upon the County continuing to operate the FJC; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effect 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)
					\$0	

Budget Funding Year(s) _____
(must match resolution)

Start Date: 10/1/2015 End Date: 9/30/2018

\$0
(must match resolution)

Funding Source: Tax Dollars _____
State Aid _____
Federal Aid _____
Other _____