



Robert P. Astorino
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

51824

DATE: April 15, 2016

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner

SUBJECT: Authority to enter into a Memorandum of Understanding (“MOU”) with Youth Represent, pursuant to which Youth Represent will provide criminal and reentry legal representation to eligible individuals participating in the STRIVE® Forward Juvenile Justice Initiative for the period from April 1, 2016 through June 1, 2018 at no cost to the County.

Authority is hereby requested from your Honorable Board for the County of Westchester, acting by and through its Department of Social Services, Office of Workforce Development (the “Department”), on behalf of the Westchester Putnam Local Workforce Development Board (the “WDB”), to enter into an MOU with Youth Represent, pursuant to which Youth Represent will provide criminal and reentry legal representation to eligible individuals participating in the STRIVE® Forward Juvenile Justice Initiative (the “Program”) for the period from April 1, 2016 through June 1, 2018, at no cost to the County.

The County was recently awarded a grant in the amount of \$550,000 from STRIVE® International, Inc. (“STRIVE®”), to be used to implement various programs focusing on supporting and addressing educational and employment barriers faced by court-involved youth while helping them attain life-skills and in-demand occupational and employment skills needed to obtain good jobs. As part of this initiative, STRIVE® has enlisted Youth Represent, a non-profit youth defense and advocacy organization. Youth Represent provides criminal and reentry legal representation to youth age 24 and under who are involved in the criminal justice system or who are experiencing legal problems because of past involvement in the criminal justice system. As part consideration for accepting the grant, the County is required to utilize the services of Youth Represent as a component of the Program. Westhab, Inc., pursuant to a separate agreement with the

County, administers the Program on behalf of the County and will liaise with Youth Represent to provide these services to Program participants.

It should be noted that pursuant to the terms of the MOU, each party will be solely responsible for the acts of its own directors, officers, employees and agents and each party will indemnify the other for acts by those directors, officers, employees and agents.

As the services to be provided under the MOU are at no cost to the County and are required under the Program, the provisions of the Westchester County Procurement Policy do not apply.

The MOU will serve a public purpose by assisting youth in the STRIVE® Forward Juvenile Justice Initiative with their legal issues with the system to improve their chances of finding employment.

The goals and objectives of the Program will be to assist Westchester County youth become self-sufficient and no longer rely on government assistance.

The goals and objectives of the Program are in the best interests of the County in terms of helping our youth resolve their legal issues so that they could enter the workforce because without the legal help the youth may rely on government assistance instead of working

The goals and objectives will be tracked and monitored by the Workforce Board staff.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

KMM/AT/jpg

RESOLUTION

Upon a communication from the Commissioner of Social Services, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Department of Social Services, Office of Workforce Development, on behalf of the Westchester Putnam Local Workforce Development Board, is hereby authorized to enter into a Memorandum of Understanding with Youth Represent, pursuant to which Youth Represent will provide criminal and reentry legal representation to eligible individuals participating in the STRIVE® Forward Juvenile Justice Initiative (the “Program”) for the period from April 1, 2016 through June 1, 2018 at no cost to the County; and be it further

RESOLVED, that pursuant to the terms of the MOU, each party shall be solely responsible for the acts of its own directors, officers, employees and agents and each party shall indemnify the other for acts by those directors, officers, employees and agents; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
N/A	N/A	N/A	N/A	N/A	N/A

Budget Funding Year(s): N/A Start Date: April 1, 2016 End Date: June 1, 2018
(must match resolution)

Funding Source

\$N/A

(must match resolution)

Tax Dollars: N/A
State Aid: N/A
Federal Aid: N/A
Other: N/A