

MEMORANDUM OF UNDERSTANDING

relating to the

HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT

between the

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and the

NEW YORK CITY DEPARTMENT OF SANITATION

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) dated July 3, 2013, is entered into between the **New York City Department of Small Business Services** (“**SBS**”), with offices located at 110 William Street, 7th Floor, New York, New York 10038, and the **New York City Department of Sanitation** (“**DSNY**”), with its principal office located at 125 Worth Street, Room 710, New York, New York 10013 (each a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, in order to aid in the recovery of the disaster-impacted areas caused by Hurricane Sandy, restore public infrastructure and services so that regular business and employment activities can resume, and work on projects that provide humanitarian assistance to victims of the disaster, the Secretary of the United States Department of Labor (“**USDOL**”) awarded a disaster National Emergency Grant (“**NEG**” or “**Grant**”) to the New York State Department of Labor (“**NYSDOL**”) to hire temporary workers to assist in the recovery of damages caused by Hurricane Sandy, and to assist with humanitarian efforts to aid the community, in the following disaster impacted New York State Counties: Bronx, Kings, Nassau, New York Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester; and

WHEREAS, pursuant to the above-referenced USDOL NEG award, NYSDOL issues *Notices of Obligational Authority for Local Workforce Investment Area (LWIA)-New York City* (“**NOA**” or “**NOAs**”) authorizing NEG Disaster Grant Program Year 2012 funding (“**Grant Funding**”) to Mayor Bloomberg on behalf of the City of New York (the “**City**”) for identified NYSDOL-approved Projects through which funds are used for the provision of NEG eligible services at NEG eligible worksites; to pay (offset) wages of existing employees who directly supervise NEG workers, determined by the percentage of time they spend on such supervision; and to purchase work-related items for eligible individuals hired as NEG workers; and

WHEREAS, on March 11, 2013 NYSDOL issued an NOA, attached hereto as Exhibit A, approving up to \$508,811.11 in Grant funding for the NYSDOL-approved DSNY Project(s) as more fully described herein; and

WHEREAS, DSNY is ready, willing and able to use the Grant Funding to provide the eligible services and activities related to the NYSDOL-approved Project(s) and, SBS as the designated distributor of funds for the City’s LWIA and the Agency responsible for reporting to NYSDOL on all of the City’s LWIA Projects

under the Hurricane Sandy Disaster National Emergency Grant, agrees to reimburse DSNY for said services and activities in accordance with the processes and requirements described in this MOU¹;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 TERM

The “**Term**” of this MOU shall be for a period of approximately eleven (11) months, commencing on October 30, 2012 and expiring on September 30, 2013, unless sooner terminated or extended pursuant to Article 4 below.

ARTICLE 2 SCOPE OF SERVICES

- A. **Scope of Services.** During the Term, DSNY shall use the Grant Funding to administer the Project(s) set for in the “**Project Proposal**” (attached hereto as Exhibit B) initially approved by NYSDOL in the March 11, 2013 NOA (Exhibit A). Unless otherwise approved by SBS in advance, DSNY shall use the Grant Funding to administer the Project(s) identified in the Project Proposal, which shall be limited to: (1) the hiring of temporary workers; (2) the purchasing of disaster-related supplies; (3) the provision of humanitarian assistance; (4) the clean-up, demolition, repair and renovation services of public facilities, structures and lands located in the disaster area; and (5) paying for Grant-related supervisory wages, fringe, and program operations administration (collectively, “**Services**” or “**Project Services**”). During the Term, DSNY shall provide all Project Services in accordance with the applicable NOA(s), Project Proposal, and the Project Budget described in Article 3 below. In addition, DSNY’s provision of Project Services pursuant to this MOU and the Grant shall comply with all applicable Federal, State and City rules, regulations, guidelines and policies, including the *General Terms and Conditions Applicable to Disaster Grants* and NYSDOL’s *Disaster NEG Desk Guide*.
- B. **Eligibility Criteria for Disaster NEG Supported Workers.** SBS shall ensure that all “Disaster NEG Supported Workers” meet the eligibility criteria established by NYSDOL under the Grant before they perform any work under the NYSDOL-approved DSNY Project(s).

ARTICLE 3 PAYMENT

- A. **Maximum Funding Level.** During the Term, the maximum funding approved by NYSDOL for the designated DSNY Project(s) shall not exceed Five Hundred Forty Seven Thousand One Hundred and Eight Dollars and Seventy Two Cents (\$547,108.72) (“**Maximum Funding Level**”). Unless otherwise approved by SBS in advance, the “NYSDOL-Approved Project Budget” and “NYSDOL-Approved LWIA Administrative Budget,” which comprises of the Maximum Funding Level, shall not exceed the values set forth in Table 1 below.
- B. **Maximum Reimbursable Amount.** The maximum reimbursable amount for Project Services provided by DSNY during the Term and pursuant to this MOU shall not exceed Five Hundred and Eight Thousand Eight Hundred and Eleven Dollars and Eleven Cents (\$511,556.11) (“**Maximum Reimbursable Amount**”) as set forth in the “Project Budget,” attached hereto as Exhibit C. Unless

¹ SBS’ mission is to make it easier for businesses in the City to start, operate and expand by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce.

otherwise approved by SBS in advance, the “Total DSNY Project Costs” shall not exceed the value set forth in Table 1 below. All payments shall be made in accordance with the “Cost Reimbursement” provisions set forth in Section C of this Article 3 below.

Table 1	
Summary of Maximum Funding Level and Maximum Reimbursable Amount	
MOU Cost Category	Value (\$)
Maximum Funding Level	\$547,108.72
<i>NYSDOL-Approved Project Budget</i>	<i>\$508,811.11</i>
<i>NYSDOL-Approved LWIA Administrative Budget</i>	<i>\$38,297.61*</i>
Maximum Reimbursable Amount under MOU	\$511,556.11
<i>Total DSNY Project Costs</i>	<i>\$508,811.11</i>
<i>DSNY LWIA Admin Costs for Fingerprinting NEG workers</i>	<i>\$2,745.00**</i>

** This figure represents 7% of the Maximum Funding Level; No more than 7% the Maximum Funding Level for the NYSDOL-approved DSNY Project may be charged to LWIA Administration during the Term.*

*** This figure represents 0.5018% of the Maximum Funding Level, which will be used to reimburse DSNY for the cost of fingerprinting the NEG workers; No more than 0.5018% the Maximum Funding Level for the NYSDOL-approved DSNY Project may be charged by DSNY to LWIA Administration costs during the Term.*

C. Cost Reimbursement for Eligible Expenses. During the Term of this MOU, SBS shall approve DSNY vouchers and invoices (“**Invoices**”) in an aggregate amount not to exceed the “NOA new level” value identified in the most recent NOA issued by NYSDOL for the DSNY Project(s) *less* 6.4982%.² Under no circumstances shall SBS reimburse DSNY in an aggregate amount that exceeds the Maximum Reimbursable Amount during the Term of this MOU. All reimbursement requests and payments shall be made in accordance with the following process:

1. Invoices shall be submitted by DSNY to SBS by the tenth (10th) business day of each month to cover the previous month’s expenses.
2. The Invoices shall include an itemization of actual expenditures incurred, and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by SBS to validate expenses.
3. SBS shall review each Invoice submitted by DSNY in accordance with the Project Proposal, Project Budget, applicable NYSDOL-issued NOA(s) and all other applicable rules, guidelines and procedures pertaining to reimbursements and payments under the Grant. Once the Invoice is approved by SBS (either in whole or in part), the approved reimbursement amount shall be paid to DSNY through an electronic interagency transfer of funds. SBS may disallow for payment any expenses or charges which were not authorized or documented in accordance with the terms of this MOU (including the Project Proposal and Project Budget), applicable NOA(s), the NYSDOL *Disaster NEG Desk Guide* and the *General Terms and Conditions Applicable to Disaster Grants*.

D. Additional Payment Provisions. The Parties expressly acknowledge and understand that the Maximum Funding Level and Maximum Reimbursable Amount do not represent a commitment by NYSDOL to release to SBS the full amounts set forth in Table 1 above. Furthermore, the Parties expressly acknowledge and understand that SBS is serving solely as distributor of funds provided under the Workforce Investment Act (“**WIA**”) and this Grant and that SBS is not obligated to disburse monies from general funds or otherwise to make payments described herein to DSNY, and further, that this distribution is contingent upon the receipt of WIA Grant funds by NYSDOL.

² 6.4982% of the each incremental funding allocation identified in the “NOA new level” column for the DSNY Project(s) and a total of up to \$35,552.61 is being withheld by SBS for LWIA administrative costs.

ARTICLE 4
MODIFICATION & TERMINATION

- A. **MODIFICATION.** This MOU may only be amended by the written consent of both SBS and DSNY.
- B. **TERMINATION.** Both SBS and DSNY shall have the right to terminate this MOU without cause upon thirty (30) days written notice to the other Party.

ARTICLE 5
RECORDKEEPING, REPORTING REQUIREMENTS & PROJECT MONITORING

- A. **Maintenance of Records.** DSNY agrees to maintain any and all books, records, documentation, justifications and other evidence which sufficiently and properly reflect all costs expended in connection with this MOU as well as any other documents or information deemed necessary by SBS for SBS to comply with certain NYSDOL reporting requirement related to the Grant including, but not limited to the following (collectively, "**Records**"):
1. **Case Management System.** The recording and timely entering of NEG-Funded Participant Services in NYSDOL's case management system; and
 2. **Monthly Report Submissions.** The Records and related information provided by DSNY to SBS for the completion and submission of NYSDOL-required Monthly Reports shall include sufficient information and supporting documentation for SBS to address the following areas:
 - a. Summarize the activities conducted;
 - b. Identify new worksite initiated;
 - c. Identify temporary workers hired/assigned to worksites;
 - d. Summarize local monitoring conducted; and
 - e. Identify accrued expenditures.
- B. **Retention and Availability of Records for Inspection.** DSNY agrees to retain all Records for a period of six (6) years after the expiration or termination of this MOU, or for a period otherwise prescribed by Law, whichever is later ("**Retention Period**"). Additionally, during the Term or Retention Period and upon reasonable notice to DSNY, DSNY shall make available to SBS as well as applicable City, State and federal agencies and auditors all Records maintained or retained by DSNY in connection with this MOU.
- C. **NEG Project Monitoring.** During the Term, SBS shall perform the NEG monitoring activities set forth in the *Hurricane Sandy NEG Monitoring Guide; Local Government Agency, Non-profit or Public Education Entity Receiving Grant*.

ARTICLE 6
MISCELLANEOUS

- A. All notices required by this MOU shall be delivered to the other Party at the following addresses:

To DSNY:
137 Centre Street
Room 603
New York, NY 10013
Attn: Ruth Joyner, Director of Administration/WEP

To SBS:

110 William Street, 7th Floor

New York, New York 10038

Attn: Andrew Schwartz, First Deputy Commissioner

- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. The Services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws.
- D. This written MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties, nor to vary any of its terms.
- E. Neither Party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to emergencies or weather conditions, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.
- F. Neither Party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other Party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned. In addition, DSNY is prohibited from undertaking any of the following actions without the prior written approval of SBS: (1) Changing worksite locations; (2) transferring workers to different worksite locations; and/or (3) transferring the management of these worksite locations, including management of the workers and the Project in general, to another agency or entity.
- G. The Parties hereto represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the Services set forth in the MOU.

IN WITNESS WHEREOF, both Parties have duly executed this MOU on the date herein written.

NEW YORK CITY DEPARTMENT
OF SMALL BUSINESS SERVICES



Name: Andrew Schwartz
Title: First Deputy Commissioner

Date

7/3/13

NEW YORK CITY DEPARTMENT
OF SANITATION



Name: Lorenzo N. Cipollini
Title: Deputy Commissioner

Date

6/20/2013

ACKNOWLEDGMENTS

State of New York)
) SS.:
County of New York)

On this 3rd day of July, 2013, before me personally came Andrew Schwartz, to me known, and known to me to be the First Deputy Commissioner of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Christian Stover

Notary Public

CHRISTIAN STOVER
Notary Public, State of New York
Registration #02ST6172505
Qualified In New York County
Commission Expires Dec.14, 2015

State of New York
) SS.:
County of New York

On this 20th day of June, 2013, before me personally came Lorenzo N. Cipollina to me known, and known to me to be the Deputy Commissioner of the NYC Department of Sanitation, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

JIA REN
Notary Public, State of New York
No. 01RE6196890
Qualified in Queens County
Commission Expires: 11/24/2016

Notary Public

EXHIBIT A
**NOTICE OF OBLIGATIONAL AUTHORITY (NOA) FOR LOCAL WORKFORCE INVESTMENT
AREA (LWIA)-NEW YORK CITY (MARCH 11, 2013)**



New York State Department of Labor
 Andrew M. Cuomo, Governor
 Peter M. Rivera, Commissioner

March 11, 2013

The Honorable Michael R. Bloomberg
 Mayor
 City of New York
 City Hall
 New York, New York 10007

Dear Mayor Bloomberg:

Attached is Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA) - New York City for the amount of \$2,889,918.60. This NOA identifies an allocation of funding to your LWIA under the Department's Hurricane Sandy disaster National Emergency Grant (NEG). This funding is for the New York City direct hire, Small Business Services (SBS), Sanitation Department (DSNY), and Department of Buildings (DOB) projects.

Disaster NEG supported workers must meet the eligibility criteria as established under this grant. Funds can only be used to hire temporary workers and to purchase disaster-related supplies. Available funds may be used to provide humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands. Up to 7% of your total expenditures may be charged to administration. All charges against this program must be reported monthly to PeopleSoft to Program 187 as follows:

<i>NEG Hurricane expense</i>	<i>Peoplesoft Account/Description</i>
LWIA Administration	516000 Administration
Participant Wages	516100 Wages
Participant Fringe Benefits	516101 Fringe
Supplies and Transportation	516107 Other
Supervisor Wages, Fringe, Prgm Oper Admin	511000 General

This NOA reflects the following projects approved for your LWIA.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	6,816,445.00	513,065.75	1,800,000.00	-0-	1,800,000.00
NYC SBS	522,023.00	39,292.05	130,506.00	130,000.00	260,506.00
NYC direct hire	15,000,000.00	1,129,032.26	7,500,000.00	2,500,000.00	10,000,000.00
NYC DHS	324,800.00	24,447.31	87,311.83	-0-	87,311.83
NYC MOCS	167,395.79	12,599.68	45,736.77	-0-	45,736.77
NYC JBRC	4,523,596.00	340,485.72	1,593,399.14	-0-	1,593,399.14
NYC DYCD	1,416,093.38	106,587.67	365,275.65	-0-	365,275.65
NYC DFTA	150,864.86	11,355.42	40,555.07	-0-	40,555.07
NYC DSNY	508,811.11	35,616.78	-0-	132,885.00	132,885.00
NYC DOB	249,365.00	18,769.41	-0-	127,033.60	127,033.60
Totals	29,679,394.14	2,231,252.05	11,562,784.46	2,889,918.60	14,452,703.06

NEG funded participant services must be properly recorded and entered timely into our case management system. The Department created a Disaster NEG desk guide which is located on the internet at: <http://labor.ny.gov/workforcenypartners/osos-desk-guide-neg-disaster.pdf>.

A monthly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for this project.

Any questions concerning this information should be directed to Mr. Jeffrey Martin, State Representative at 212-775-3352.

Sincerely,



Karen A. Coleman
Deputy Commissioner
for Workforce Development

Attachment

cc: Mr. Ismail Mohamed
Ms. Michelle Light
Mr. Jeffrey Martin
Mr. Yona Tapuchi
Ms. Delores Caruso

LWIA: New York City
 Grantee: Michael R. Bloomberg
 Mayor, New York City

GRANTOR: The Governor of New York through
 the New York State Department
 of Labor

This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14) NEG Hurricane Sandy (10/30/12 - 9/30/13)

NYS DOL Contacts: Jeff Martin

TELEPHONE: (212) 775-3352

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$18,999,810.90	\$0.00	\$18,999,810.90
CFDA# 17.258,17.259,17.278 T-1B Admin	\$5,997,330.00	\$0.00	\$5,997,330.00
CFDA# 17.258 T-1B Adult	\$20,450,578.50	\$0.00	\$20,450,578.50
CFDA# 17.278 T-1B Dislocated Worker	\$14,525,580.60	\$0.00	\$14,525,580.60
CFDA# 17.277 T-1B NEG Disaster	\$11,562,784.46	\$2,889,918.60	\$14,452,703.06

Approved by:


 Karen A. Coleman
 Deputy Commissioner for Workforce Development

03/11/13

**EXHIBIT B
PROJECT PROPOSAL**



National Emergency Grant (NEG) "Statement of Interest"

Please complete the NEG "Statement of Interest" form below with as much detail as you can provide. If you are not able to provide specific details for certain items, general ranges and approximations are welcome. We encourage you to be creative in your thinking while keeping in mind the basic parameters of what is permissible for NEG funding. Please see attached 2-page "Hurricane Sandy NEG Facts" produced by NYSDOL for general questions and answers.

For each project, please complete a separate form.

Contact Information	
Name: Ruth Joyner	Title: Director Adm./WEP
Agency: NYC Depart. of Sanitation	Email: rjoyner@dsny.nyc.gov Phone: 212.437.4232
Project Overview	
Cleanup Work? Y/N (Yes)	Humanitarian Relief Work? Y/N
In 150 words or less, please describe the scope of the humanitarian or cleanup assistance project. Several of DSNY garages sustained extensive damage due to hurricane Sandy. The cleanup will Maintain the facilities on a daily basis. Workers will be assigned to different worksites for the duration of the assignment. (see attached job task for maintenance workers). Clericals: maintain records and timekeeping, required reports, scanning and copying.	
Project Details	
Briefly describe the worksite location(s) where work will take place, <i>and</i> specify whether it is a private or public site. See attached - all locations are city owned with the exception of one which is located in the Whitehall flooded area.	
Projected # of hires: 30 Janitorial -20; Clerical -10	Do you anticipate hiring workers directly onto your agency payroll? Y/N (Yes)
Would you like to target specific geographic communities for hiring? If yes, please describe. No	
Would you like to target specific populations for this project? If yes, please describe. (Yes) People that are unemployed preferably on public assistance.	
Please list the skills (and credentials if any) required to do the proposed work. Maintenance: Must be physically able, able to speak and understand English. Clerical – Must have prior clerical experience, speak and understand English.	
Please describe any equipment workers will need to complete this work. Supplies: cleaning supplies and equipment. There may be supervisory cost.	
Budget Details	
Anticipated hourly wage for workers: \$9.21	Anticipated cost of equipment for workers: \$10,000
Projected total budget costs for duration of project (labor + equipment): \$297,352.	Estimated duration of project: six months
Potential Partners & Contract Information	
Will your agency collaborate with other city agencies to carry out the proposed work? Y/N (NO) If yes, which agencies?	
Will your agency collaborate with nonprofit partner(s) to carry out the proposed work? Y/N (NO) If yes, which nonprofit partners?	
Does your agency currently have an open contract in place with the nonprofit partner(s)? Y/N (NO)	

**EXHIBIT C
PROJECT BUDGET**

Supervisors Cost				
Supervisor Daily Salary	15% (time devoted to MOU)	Fringe @ 56%	Daily Cost (20 Supervisors)	Total Cost for 6 Months
\$351.60	\$ 52.74	\$82.27	\$ 1,645.49	\$ 213,913.44
Workers' Wages				
Total # of Workers	Hourly Rate	Total # of Hours	Total Wages	
30	\$ 9.21	28,800	\$ 265,248.00	
Administrative Cost				
Employee Name		30% (time devoted to MOU)	Fringe @ 46%	
Johnnymae McCrae		\$ 8,100.15	\$ 11,826.22	
Delva Walker		\$ 7,018.80	\$ 10,247.45	
TOTAL ADMIN COST		\$ 15,118.95	\$ 22,073.67	
Supplies & Equipment Cost				
CONSUMABLES				
Quantity	Issue unit	Item	Price	Price for 6 months
20	ea	Spray bottle	\$0.90	\$18.00
20	ea	Toilet brush	\$1.70	\$34.00
15	pkg	Rubber gloves-12 pair per package	\$5.70	\$85.50
15	ctn	24 oz Mop head-12 per carton	\$50.52	\$757.80
70	ea	Sponges	\$0.97	\$67.90
20	ea	Replacement bags for Janitor cart	\$31.27	\$625.40
20	ctn	Garbage bags-100 per carton	\$25.63	\$512.60
40	ctn	Respirators-10 per carton	\$27.84	\$1,113.60
SUBTOTAL:				\$3,214.80

EXHIBIT C Cont'd

NON-CONSUMABLES				
Quantity	Issue unit	Item	Price	Price for 6 months
20	ea	Mop handles	\$3.47	\$69.40
20	ea	Brooms	\$6.30	\$126.00
20	ea	Dust pans	\$7.13	\$142.60
20	ea	44 Gallon cans	\$21.54	\$430.80
20	ea	Dollies for 44 gallon cans	\$17.60	\$352.00
20	ea	Janitor carts	\$85.75	\$1,715.00
20	ea	Asphalt rakes	\$23.27	\$465.40
20	ea	Garden rakes	\$11.99	\$239.80
20	ea	Shovels	\$27.94	\$558.80
20	ea	Vest-standard no lettering	\$5.40	\$108.00
20	ea	Fanny packs	\$5.95	\$119.00
20	ea	Goggles	\$1.72	\$34.40
<i>SUBTOTAL</i>				<i>\$4,361.20</i>
Custodian Supplies & Equipment Cost TOTAL				\$7,576.00
INITIAL PROJECT BUDGET <i>(less LWIA Admin)</i>				\$ 508,811.11
LWIA Administrative Cost				
Fingerprints				\$2745
TOTAL PROJECT BUDGET <i>(including LWIA Admin)</i>				\$ 511,556.11