

MEMORANDUM OF UNDERSTANDING

relating to the

HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT

between

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and

NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) dated February 14, 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 Homeless Services** (“DHS”), with its principal office located at 33 Beaver Street, New York, NY 10004 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, SBS makes it easier for businesses in the City of New York (the “City”) New York 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;

WHEREAS, DHS prevents homelessness wherever possible and provides short-term emergency shelter and re-housing support whenever needed;

WHEREAS, in response to the destruction caused by Hurricane Sandy throughout the City, Governor Cuomo, through NYSDOL (as Grantor), issued a *Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA)-New York City* (dated December 21, 2012) authorizing Program Year 2012 funding to Mayor Bloomberg (as Grantee) on behalf of the City in the form of a \$9,517,817.83 “NEG Disaster” WIA Grant (the “Grant” or “WIA Grant”) as more specifically described herein to be used to hire temporary workers, purchase disaster related supplies, provide humanitarian assistance, and provide clean-up, demolition, repair and renovation services related to public facilities, structures and lands;

WHEREAS, SBS seeks to make available certain funding to DHS for services provided by DHS in connection with the Grant (defined below). Specifically, these payments to DHS payments would be in connection with the hiring of temporary workers to assist with placing individuals impacted by Hurricane Sandy in hotels and other facilities identified by the City (“NEG-Funded Participant Services” or “Services”); and

WHEREAS, DHS is ready, willing and able to use the Grant funding to cover costs incurred by it in connection with the provision of NEG-Funded Participant Services in accordance with terms set forth in this MOU as well as all applicable City, State and federal rules, regulations, guidelines and policies, including the general terms and conditions applicable to the Hurricane Sandy Disaster NEG (as provided by NYSDOL) and NYSDOL’s *Disaster NEG Desk Guide*.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. TERM

Unless sooner terminated or extended pursuant to this MOU, the term of this MOU shall be for the same period identified in the *Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA)-New York City* dated December 21, 2012 (attached to this MOU as Exhibit B) for the NEG Disaster WIA Grant Program Year 2012 Funding (October 30, 2012 through September 30, 2013 or "Term").

ARTICLE 2. SCOPE

- A. During the Term, DHS shall use the WIA Grant Funding to cover costs incurred by DHS in connection with the supervision of and hiring of temporary workers to assist with placing individuals impacted by Hurricane Sandy in hotels and other facilities identified by the City ("NEG-Funded Participant Services" or "Services").
- B. DHS shall comply with all applicable City, State and federal rules, regulations, guidelines and policies, including the NYSDOL general terms and conditions for the NEG Disaster WIA Grant and NYSDOL's *Disaster NEG Desk Guide* in the performance of the Services required by this MOU.
- C. SBS shall ensure that all "Disaster NEG Supported Workers" meet the eligibility criteria established by NYSDOL under the NEG Disaster WIA Grant.

ARTICLE 3. PAYMENT

- A. **Total Budget for Services Provided Pursuant to the NEG Disaster WIA Grant.** During the Term, SBS shall pay to DHS, subject to and in accordance with this MOU, an aggregate amount not to exceed Eighty Seven Thousand Three Hundred and Eleven Dollars and Eighty Three Cents (\$87,311.83) in consideration for all Services to be performed pursuant to the NEG Disaster WIA Grant and in connection with the NEG-Funded Participant Services (as more fully described herein). SBS will establish an intra-city modification in the amount of Eighty Seven Thousand Three Hundred and Eleven Dollars and Eighty Three Cents (\$87,311.83) to effectuate the transfer of funds pursuant to this MOU. In the event that NYSDOL issues a revised NOA during the Term of this MOU allocating additional funding to DHS for NEG Participant Services ("Revised DHS NOA"), SBS agrees to amend this MOU in a manner consistent with the Revised DHS NOA upon receipt of the revised executed Revised DHS NOA from NYSDOL and the submission of a new budget from DHS reflecting the revised total allocation amount.
- B. **Cost Reimbursement for Eligible WIA Grant Funded Expenses.** SBS shall compensate DHS-eligible WIA Grant funding expenses incurred during the Term of this MOU in accordance with the following procedure: SBS shall approve DHS vouchers in an amount not to exceed \$87,311.83. Such payments shall be made in accordance with the following process: Invoices shall be submitted by DHS to SBS by the tenth (10th) business day of each month to cover the previous month's expenses. 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. Upon receipt and approval of an invoice, SBS shall process each DHS voucher in accordance with the approved "Budget" attached hereto and incorporated herein as Exhibit A and the NOA (Exhibit B). SBS may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this MOU, the NOA, the NYSDOL *Disaster NEG Desk Guide* as well as the general terms and conditions applicable to the NYSDOL Hurricane Sandy Disaster NEG WIA Grant

ARTICLE 4. MODIFICATION

- A. **MODIFICATION.** This MOU may only be amended by the written consent of both SBS and DHS.
- B. **TERMINATION.** Both SBS and DHS 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

- A. **Maintenance of Records.** DHS 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 requirements related to the NEG Disaster WIA 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. Bi-Weekly and Monthly Report Submissions. The Records and related information provided by DHS to SBS for the completion and submission of NYSDOL-required Bi-Weekly (to be submitted for the first 3 months of the Term) and Monthly Reports (to be submitted every month of the Term following the first three) shall include sufficient information and supporting documentation for SBS to address the following areas:
 - a. Summarize the activities conducted;
 - b. Identify new worksites 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.** DHS 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 DHS, DHS shall make available to SBS as well as applicable City, State and federal agencies and auditors all Records maintained or retained by DHS in connection with this MOU.

ARTICLE 6. MISCELLANEOUS

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

To DHS:

33 Beaver Street, 12th Floor
New York, New York 10004
Attn: Valerie Bynoe-Kasden, Deputy Commissioner, Administration

To SBS:

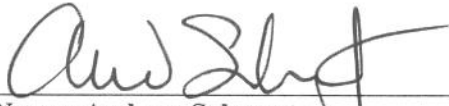
110 William Street, 7th Floor
New York, New York 10038
Attn: Andrew Schwartz, First Deputy Commissioner

- 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.

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

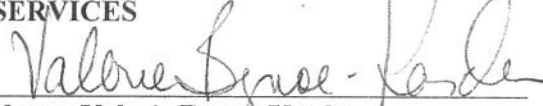


Name: Andrew Schwartz
Title: First Deputy Commissioner

2/14/2013

Date

NEW YORK CITY
DEPARTMENT OF HOMELESS
SERVICES



Name: Valerie Bynoe-Kasden
Title: Deputy Commissioner,
Administration

January 18, 2013

Date

ACKNOWLEDGMENTS

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

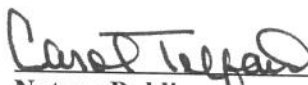
On this 14 day of February, 2013, before me personally came Andrew Schwartz, to me known, and known to me to be the First Deputy Commissioner of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.


Notary Public

DARYL L. WILLIAMS
Commissioner of Deeds
City of New York No. 4-5304
Certificate Filed in New York County
Commission Expires Nov. 20, 2013

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

On this 18 day of January, 2013, before me personally came Valerie Bynoe-Kasden, to me known, and known to me to be the Deputy Commissioner, Administration of the New York City Department of Homeless Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.


Notary Public

CAROL Y. TELFAIR
Commissioner of Deeds
City of New York No. 2-13118
Certificate Filed in New York County
Commission Expires 1/1/15

EXHIBIT A
BUDGET

[ATTACHED AS SEPARATE DOCUMENT]

Temporary Hotel Desk Staffing

NEG Reimbursement

\$12K cap/person

Title	# of Workers
Community Coord. -Placement Coordinator	3
Community Assoc. -Placement Counselor	15
Community Assoc. -Capacity Coordinator	1
Community Assoc. -Capacity Coordinator	1
Community Assoc. -Data Entry/Administrative	3
Community Assoc. -Data Entry/Administrative	3
Supervisor (reassigned from agency to Hotel Desk)	1
Supervisor (reassigned from agency to Hotel Desk)	1
Finger printing fee	26
Total	28

Hourly Wage	# of Hours	salary cost per worker	Fringe @46% cost per worker	Total salary	Total fringe	Total cost
\$24.97	120	\$2,996	\$1,378	\$8,989	\$4,135	\$13,124
\$17.69	120	\$2,123	\$976	\$31,842	\$14,647	\$46,489
\$17.69	149	\$2,636	\$1,212	\$2,636	\$1,212	\$3,848
\$17.69	0	\$0	\$0	\$0	\$0	\$0
\$17.69	160	\$2,830	\$1,302	\$8,491	\$3,906	\$12,397
\$17.69	0	\$0	\$0	\$0	\$0	\$0
\$22.01	141	\$3,103	\$1,428	\$3,103	\$1,428	\$4,531
\$22.01	141	\$3,103	\$1,428	\$3,103	\$1,428	\$4,531
N/A	N/A	\$91.50	N/A	N/A	N/A	\$2,379
		\$16,884	\$7,724	\$58,165	\$26,756	\$87,300

NOTES:

Maximum NEG Reimbursement up to \$12,000 /person for a total of 6 months

Finger printing fee not included on Supervisor- will be a NYC employee

Placement Coordinator & Placement Counselor reduced to 120 hours from 12 weeks.

Assuming a 35 hour work schedule

Replacement staffing required for remainder of 6 month period due to salary cap.

EXHIBIT B
**NOTICE OF OBLIGATIONAL AUTHORITY (NOA) FOR LOCAL WORKFORCE INVESTMENT AREA
(LWIA)-NEW YORK CITY**

[ATTACHED AS SEPARATE DOCUMENT]



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

December 21, 2012

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 \$87,311.83. 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 Department of Homeless Services (DHS) project. This NOA represents 25% of the total award as described in the chart below.

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	7,285,483.00	548,369.69	1,800,000.00	-0-	1,800,000.00
NYC SBS	522,023.00	39,292.05	130,506.00	-0-	130,506.00
NYC direct hire	7,488,425.00	563,644.89	7,500,000.00	-0-	7,500,000.00
NYC DHS	324,800.00	24,447.31	-0-	87,311.83	87,311.83
Totals	15,620,731.00	1,175,753.94	9,430,506.00	87,311.83	9,517,817.83

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 bi-weekly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for the first three months of this project. Subsequent to that time monthly summary reports will be required.

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

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 67

NOA #PY12- 6

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

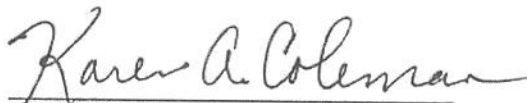
This NOA authorizes Program Year 2012 funding for the period (07/01/12
through 6/30/14), except Youth (04/01/12 through 6/30/14)
NEG Hurricane Sandy (10/30/12 - 9/30/13)

NYSDOL 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	\$9,430,506.00	\$87,311.83	\$9,517,817.83

Approved by:



Karen A. Coleman
Deputy Commissioner for Workforce Development

12/21/12



**Department of
Homeless Services**

Seth Diamond
Commissioner

January 22, 2013

Valerie Bynoe-Kasden
Deputy Commissioner
Administration

Xenon Walcott, Assistant Commissioner
Quality Management & Control
NYC Department of Small Business Services
110 William Street- 7th Floor
New York, NY 10038

33 Beaver Street
12th Floor
New York, NY 10004

212.361.8600 tel
212.361.8001 tty
212.361.8605 fax

Dear Mr. Walcott,

Attached is the MOU between the Department of Homeless Services and the Department of Small Business Services for the transfer of the National Emergency Grant Funds.

Please forward a copy of the executed agreement to my attention. My email address is vbkasden@dhs.nyc.gov. Thanks.

Sincerely,


Valerie Bynoe-Kasden