

MEMORANDUM OF UNDERSTANDING

relating to the

HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT

between the

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and the

MAYOR'S OFFICE OF CONTRACT SERVICES

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) dated March 5, 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 **Mayor’s Office of the City of New York** (“MOCS”), with its principal office located at 253 Broadway, 9th Floor, New York, New York 10007 (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, MOCS assists City agencies to comply with procurement rules and achieve their programmatic missions, to improve contract management practices and to provide technical assistance to agencies and vendors;

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 January 7, 2013) authorizing Program Year 2012 funding to Mayor Bloomberg (as Grantee) on behalf of the City in the form of a \$11,156,953.74 “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 related services to public facilities, structures and lands;

WHEREAS, SBS seeks to make available certain funding to MOCS for services provided by MOCS in connection with the Grant (defined below). Specifically, these payments are in connection with the hiring of temporary workers to provide administrative support for the FEMA PNP program, vetting of Rapid Repair subcontractors, and VENDEX reviews related to Rapid Repair (“NEG-Funded Participant Services” or “Services”); and

WHEREAS, MOCS 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 January 7, 2013 (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, DPR shall use the WIA Grant Funding to cover costs incurred by MOCS in connection with the hiring of temporary workers to provide administrative support for the FEMA PNP program, vetting of Rapid Repair subcontractors, and VENDEX reviews related to Rapid Repair (“NEG-Funded Participant Services” or “Services”).
- B. MOCS 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 MOCS, subject to and in accordance with this MOU, an aggregate amount not to exceed Forty-Five Thousand Seven Hundred and Thirty-Six Dollars and Seventy-Seven Cents (\$45,736.77) in consideration for all Services (as more fully described herein). SBS will establish an intra-city modification in the amount of Forty-Five Thousand Seven Hundred and Thirty-Six Dollars and Seventy-Seven Cents (\$45,736.77) to effectuate the transfer of funds pursuant to this MOU.
- B. **Cost Reimbursement for Eligible WIA Grant Funded Expenses.** During the Term of this MOU, SBS shall approve MOCS vouchers in an amount not to exceed Forty-Five Thousand Seven Hundred and Thirty-Six Dollars and Seventy-Seven Cents (\$45,736.77). Such payments shall be made in accordance with the following process: Invoices shall be submitted by DPR 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 the SBS. Upon receipt and approval of an invoice, SBS shall process each MOCS 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 MOCS.
- B. **TERMINATION.** Both SBS and MOCS 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.** MOCS 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 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 MOCS 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 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.** MOCS 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 MOCS, MOCS shall make available to SBS as well as applicable City, State and federal agencies and auditors all Records maintained or retained by MOCS 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 MOCS:

253 Broadway, 9th Floor

New York, New York 10007

Attn: Emily Newman, Deputy Director for Policy & Programs

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**

**MAYOR'S OFFICE OF CONTRACT
SERVICES**


Name: Andrew Schwartz
Title: First Deputy Commissioner


Name: Andrea Glick
Title: Director and City Chief
Procurement Officer

Date 3/5/13

Date 2/26/13

ACKNOWLEDGMENTS

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

On this 5th day of MARCH, 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

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 26th day of February, 2013, before me personally came Andrea Glick, to me known, and known to me to be the Director and City Chief Procurement Officer of the Mayor's Office of Contract Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.



Notary Public

DAVID SUGARMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SU6219667
Qualified In Kings County
My Commission Expires March 29, 2014

**EXHIBIT A
BUDGET**

(FEMA REIMBURSEMENT)

Title	# of Workers	Salary Cost					
		Hourly Wage	# of Hours	Salary Cost per Worker	Total Salary Cost	Total Fringe at 46%	TOTAL
FEMA PNP Program	2	\$13.00	910	\$11,830	\$23,660	\$10,884	\$34,544
Rapid Repair	2	\$17.00	350	\$5,950	\$11,900	\$5,474	\$17,374
VENDEX	6	\$13.00	910	\$11,830	\$70,980	\$32,651	\$103,631
TOTAL	10			\$29,610	\$106,540	\$49,008	\$155,548

Notes

- FEMA Reimbursement up to \$12,000 /person
- OMB Fringe rate is 46% (fringe is not included in the \$12k cap)
- OMB will only reimburse our revenue costs for no longer than 6 months
- FEMA PNP Program & VENDEX # of hours was calculated for 6 months (26 weeks x 35 hours per week)
- Rapid Repair was based on 10 weeks @ 35 hours/week



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

January 7, 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 \$1,639,135.91. 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 Mayor's Office of Contract Services (MOCS) and Jamaica Bay Restoration Corps (JBRC) projects 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	15,000,000.00	1,129,032.26	7,500,000.00	-0-	7,500,000.00
NYC DHS	324,800.00	24,447.31	87,311.83	-0-	87,311.83
NYC MOCS	167,395.79	12,599.68	-0-	45,736.77	45,736.77
NYC JBRC	4,523,596.00	340,485.72	-0-	1,593,399.14	1,593,399.14
Totals	27,823,297.79	2,094,226.71	9,517,817.83	1,639,135.91	11,156,953.74

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- 7

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	\$9,517,817.83	\$1,639,135.91	\$11,156,953.74

Approved by:


Karen A. Coleman
Deputy Commissioner for Workforce Development

01/07/13