

**MEMORANDUM OF UNDERSTANDING**

between

**NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES**

and

**THE CITY UNIVERSITY OF NEW YORK**

on behalf of

**HOSTOS COMMUNITY COLLEGE**

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This **MEMORANDUM OF UNDERSTANDING** (“MOU”), dated January 8, 2012, is made by and between the **CITY OF NEW YORK** (the “City”), acting through its **DEPARTMENT OF SMALL BUSINESS SERVICES** (“SBS”), with offices located at 110 William Street, New York, New York 10038, and **THE CITY UNIVERSITY OF NEW YORK** (“CUNY”) with offices located at 535 East 80<sup>th</sup> Street, New York, New York 10075 acting on behalf of **HOSTOS COMMUNITY COLLEGE** (“HCC”), with its principal office located at 500 Grand Concourse, Bronx, New York 10451, (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Workforce Investment Act of 1998 (“WIA”) requires that each state form a universal delivery system of state and local workforce development services (“Employment Services”) through the establishment of a one-stop employment and training service delivery system (“One-Stop System”) comprised of mandated and preferred governmental and nongovernmental entities; and

**WHEREAS**, the City’s One-Stop System is operated by a consortium currently comprised of the New York State Department of Labor, CUNY, and SBS and currently includes several employment and training service delivery centers branded as “Workforce1 Career Centers,” including the Bronx Workforce1 Center (“Bronx Workforce1 Center”); and

**WHEREAS**, SBS and Federation Employment and Guidance Service, Inc. dba F-E-G-S (“Contractor”) entered into an Agreement for the delivery of Jobseeker and Business Services (or “Services”) offered at the Bronx Workforce1 Center for a term commencing April 26, 2012 and expiring March 31, 2014; and

**WHEREAS**, SBS desires and Contractor has agreed to provide additional Services pursuant to its Agreement with SBS at CUNY in connection with a City Tax Levy funded Workforce1 Career Center Expansion Initiative (“Workforce1 Expansion Initiative”), a Mayoral Initiative designed to enhance the system’s geographic reach and enable more qualified job

candidates to be matched to jobs, helping SBS increase job placements for the period commencing May 1, 2012 and expiring December 31, 2013 ("Expansion Initiative Period"); and

**WHEREAS**, CUNY has agreed to provide approximately 300 square feet of exclusive program space including workstations and equipment in HCC's Center for Workforce Development and Continuing Education which is located on the first floor at 560 Exterior Street, Bronx, New York, 10451 ("South Bronx Expansion Center"), as well as additional space, throughout HCC, if available, to SBS for the delivery of additional Services by Contractor pursuant to the Workforce Expansion Initiative and Contractor's Agreement with SBS; and

**WHEREAS**, SBS shall be responsible for reimbursing CUNY for all costs incurred by CUNY and/or HCC during the Expansion Initiative Period as set forth in this MOU;

**WHEREAS**, SBS and CUNY acknowledge the mutually beneficial purpose of this MOU, which provides SBS with a location to implement the Workforce Expansion Initiative in the Bronx while also enabling CUNY to further its broader mission of serving New York City residents and HCC's students in new and innovative ways;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, SBS and CUNY agree as follows:

#### **ARTICLE 1. TERM**

The term of this MOU shall commence October 1, 2012 and shall expire December 31, 2013 ("Term"), unless sooner terminated as provided for in Article 7 of this MOU.

#### **ARTICLE 2. SOUTH BRONX EXPANSION CENTER**

##### **A. SOUTH BRONX EXPANSION CENTER**

1. During the Term of this MOU, CUNY shall provide approximately 300 square feet of exclusive program space including workstations and equipment in HCC's Center for Workforce Development and Continuing Education which is located on the first floor at 560 Exterior Street, Bronx, New York, 10451 ("South Bronx Expansion Center"), for the delivery of additional Jobseeker and Business Services ("Services") by Contractor pursuant to the Workforce Expansion Initiative and Contractor's Agreement with SBS (EXHIBIT A: Floor Plan).
2. SBS shall be responsible for the payment of all costs incurred by SBS and its Contractor in connection with the use of the South Bronx Expansion Center as well as any additional space used by SBS and/or its Contractor to host Events (as more fully described below in Section (B)(1)(b) of this Article 2) during the Term and in connection with this MOU.

##### **B. PERMITTED USES AND SERVICES**

###### **1. Permitted Uses.**

- a. During the Term of this MOU, SBS and CUNY acknowledge that the permitted use of the South Bronx Expansion Center shall be exclusively for the delivery of the Services described below. Additionally, CUNY acknowledges that SBS and its Contractor shall be permitted to use certain

designated areas in and in the immediate vicinity of the South Bronx Expansion Center as set forth below ("Shared Space").

- b. Events. In addition to the South Bronx Expansion Center, SBS and/or its Contractor may utilize certain additional HCC space to host events ("Events"). However, use of said space as well as the number of Events that may be held, is subject to HCC's prior approval, which may be withheld at HCC's sole discretion. Unless otherwise approved by both Parties in advance, the maximum amount that SBS may reimburse CUNY for costs incurred in connection with all Events held pursuant to this Paragraph (b) shall not exceed the aggregate amount set forth in the Program Budget and Payment Schedule, attached hereto and incorporated herein as EXHIBIT B.

## 2. Services.

- a. During the Term of this MOU, SBS and its Contractor shall provide jobseeker services designed to enhance the geographic reach of the South Bronx Workforce Center, enable more qualified job candidates, including HCC students, to be matched to jobs to increase job placements overall and to further the goals of the Citywide Workforce Expansion Initiative. Such jobseeker Services to be provided at the South Bronx Expansion Center shall include, but not be limited to: Introduction to Services (including an overview of Workforce Career Center services and opportunities); Job-Readiness Assessment; Career Development (Workshops); Recruitment & Placement; and Outbound Partner Referrals.
- b. The Parties acknowledge that the Services to be provided at the South Bronx Expansion Center shall be performed in accordance with all applicable provisions of Federal, State and Local Laws. Additionally, and where applicable, the Parties acknowledge that all Services provided at the South Bronx Expansion Center reflect the general principles required by WIA.
- c. SBS agrees that its employees, agents, guests and invitees shall comply with CUNY and HCC's rules and regulations and with all laws (including, but not limited to, occupancy limits, public assembly matters, fire and building codes) applicable to SBS and Contractor's use of HCC's facilities.

## 3. Shared Space.

- a. During the Term of this MOU, SBS and its Contractor shall have the exclusive right to use the Shared Space within the Center for Workforce Development and Continuing Education for the intended purposes subject to the right of CUNY/HCC occupants and their respective invitees, agents, employers and independent contractors to use the space. For the purposes of this MOU, "Shared Space" at the Center for Workforce Development and Continuing Education shall include, but is not limited to, entryways, hallways, conference rooms, elevators, escalators, stairs, staff break rooms and restrooms.
- b. During the Term of this MOU, CUNY/HCC shall be responsible for the administration, operation, security, cleaning, maintenance, and repair of the Shared Space.
- c. CUNY/HCC staff may access the South Bronx Expansion Center in case of an emergency after the existing hours of operation without prior permission

from SBS. Otherwise, CUNY will notify SBS and its Contractor in advance prior to accessing the South Bronx Expansion Center outside of the existing hours of operation of the Center for Workforce Development and Continuing Education.

### **ARTICLE 3. ADDITIONAL RESPONSIBILITIES**

#### **A. ADDITIONAL CUNY RESPONSIBILITIES**

1. CUNY shall designate a Project Contact to liaise with the designated SBS Program Director.
2. CUNY shall cooperate with all program implementation, operations, close-out activities and audits conducted by SBS or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.

#### **B. ADDITIONAL SBS RESPONSIBILITIES**

1. SBS shall designate a SBS Program Director to liaise with the CUNY Project Contact.

### **ARTICLE 4. OPERATIONS**

- A. **HOURS OF OPERATION.** During the Term of this MOU, all hours of operation for the South Bronx Expansion Center shall fall within the existing hours of operation of the Center for Workforce Development and Continuing Education, unless otherwise agreed to by both Parties. Any requested changes to the hours of operation shall be subject to CUNY's prior approval.
- B. **STAFFING.** SBS and its Contractor shall be responsible for providing a sufficient number of qualified staff at the South Bronx Expansion Center. Unless otherwise approved by CUNY in advance, the number of staff operating at the South Bronx Expansion Center shall not exceed three (3) individuals at any given time. CUNY has the right to require SBS to remove any employee at the South Bronx Expansion Center upon request by CUNY and for good cause.
- C. **SIGNAGE.** All signage, including any changes to signage, to be used at or around the Center for Workforce Development and Continuing Education, but not including the South Bronx Expansion Center, shall be subject to the prior approval of CUNY. SBS, and/or its Contractor shall not directly disseminate any marketing, promotional or other communications to CUNY staff without the prior written approval of CUNY.
- D. **USE OF SBS' AND CUNY'S NAME AND MARKS.** SBS and CUNY agree not to use the other Party's name or the name of any of its constituent parts or branches or any of the other Party's marks and logos for any promotional or similar purpose without the prior written approval of the other Party. This provision shall survive expiration or termination of this MOU.
- E. **EQUIPMENT.** All furnishings, goods, equipment, supplies, software, and other property developed or acquired wholly or in part by SBS and its Contractor with funds provided for by the City ("City-Owned Property") shall be clearly marked or identified as SBS/City-Owned Property. While in the South Bronx Expansion Center, any such property shall be maintained in good condition. SBS agrees that CUNY shall have no liability to SBS for any direct or indirect loss, damage, theft or destruction, except to the extent such loss, damage, theft or destruction is caused by the gross negligence or willful misconduct of CUNY, HCC, their agents or employees.

- F. **INVENTORY.** All inventory purchased by SBS and housed at the South Bronx Expansion Center is the property of SBS, unless otherwise indicated through a written agreement with CUNY.
- G. **DISPOSAL OF TRASH, GARBAGE & OTHER REFUSE.** CUNY shall be responsible for the disposal of trash, garbage and other refuse from the South Bronx Expansion Center. SBS shall deposit the trash, garbage and other refuse in HCC-identified refuse containers for pick up by CUNY's refuse collectors.

#### **ARTICLE 5. RENT, COMPENSATION & SHARED COSTS**

- A. **Maximum Compensation.** During the Term of this MOU, SBS shall pay CUNY, on behalf of HCC, an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) as set forth and in accordance with the Program Budget and Payment Schedule contained in the attached EXHIBIT B. No liability shall be incurred by SBS beyond the amount of such monies.
- B. **Payment Procedures.** CUNY shall submit to SBS' Workforce Development Division ("WDD") for review and approval an invoice for each payment period identified in EXHIBIT B of this MOU. Each invoice shall be submitted by the tenth (10th) business day following the end of the applicable payment period in which CUNY is seeking payment to cover the previous period's expenses. The invoice shall include an itemization of actual expenditures incurred for the applicable period and shall be accompanied by appropriate supporting documentation as identified and deemed necessary by SBS. WDD will forward each reviewed and approved invoice to the Accounts Payable Division within SBS' Budget and Fiscal Unit for final review, approval and payment processing. Payments will be made to CUNY, on behalf of HCC, within 30 days of the submission of a complete and accurate invoice to Accounts Payable.

#### **ARTICLE 6. CONFIDENTIALITY**

SBS and CUNY agree to hold confidential, both during and after completion of this MOU, in whatever form produced, prepared, observed or received by that Party, all of the reports, information, or data, furnished to, assembled or used by all Parties. All Parties agree to maintain the confidentiality of such reports, information, or data to the extent that such reports, information, or data are considered confidential by law by using a reasonable degree of care. Such confidentiality obligations shall not apply to reports, information, or data which the receiving Party can reasonably document (a) was rightfully in its possession or known to it prior to receipt of the confidential information; (b) is or has become public knowledge through no fault of the receiving Party; (c) is rightfully obtained by the receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the receiving Party without use of any such confidential information; or (e) is required to be disclosed pursuant to a regulation, law or court order.

#### **ARTICLE 7. MODIFICATION AND TERMINATION**

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

1. Both SBS and CUNY shall have the right to terminate this MOU without cause upon thirty (30) days written notice to the other party. Notwithstanding any provision to the contrary, Article 2 (D) of this MOU shall survive any early termination of this MOU for a period of six (6) months, commencing upon the effective date of said early termination.
2. If SBS terminates this MOU, CUNY shall not incur or pay any further obligation pursuant to this MOU beyond such termination date. Any obligations necessarily incurred by CUNY on account of this MOU prior to receipt of the notice of termination and falling due after such date of receipt shall be the responsibility of SBS.
3. If CUNY terminates this MOU, SBS shall not incur or pay any further obligation pursuant to this MOU beyond such termination date. Any obligations necessarily incurred by SBS on account of this MOU prior to receipt of the notice of termination and falling due after such date of receipt shall be the responsibility of HCC.

**ARTICLE 8. INSURANCE AND INDEMNIFICATION**

- A. SBS and CUNY acknowledge that the City is self-insured.
- B. To the fullest extent permitted by applicable law, SBS will indemnify and hold harmless CUNY, its trustees, officers, employees and agents against all third-party claims, liabilities, losses, damages or actions, including costs and reasonable outside attorneys' fees, arising out of or resulting from SBS' use of CUNY's facilities, SBS employees, contractors, suppliers, agents, guests or invitees, excluding any claims, liabilities, losses, damages or actions to the extent arising out of the gross negligence or willful misconduct of CUNY.

**ARTICLE 9. MISCELLANEOUS**

- A. All notices required by this MOU shall be delivered by messenger or overnight delivery service to the other party at the following addresses:

**To CUNY:**

The City University of New York  
 Office of the General Counsel  
 535 East 80<sup>th</sup> Street  
 New York, NY 10075  
 Attn: Heather Parlier, Esq.

Hostos Community College, CUNY  
 Continuing Education & Workforce Development  
 475 Grand Concourse, Suite A-339  
 Bronx, NY 10451  
 Attn.: Carlos Molina, Vice President

**To SBS:**

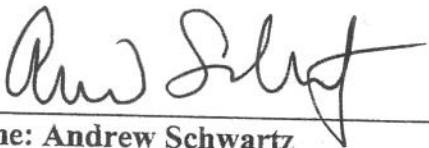
Department of Small Businesses Services  
 110 William Street, 7th Floor,  
 New York, New York 10038,  
 Attn: Workforce Development Division-Operations Unit

- 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 CUNY school closures 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.

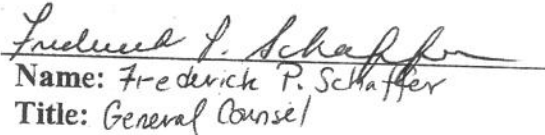
IN WITNESS WHEREOF, both parties have duly executed this MOU on the date herein written.

**NEW YORK CITY DEPARTMENT  
OF SMALL BUSINESS SERVICES**

**THE CITY UNIVERSITY OF NEW  
YORK**




Name: Andrew Schwartz  
Title: First Deputy Commissioner



Name: Frederick P. Schaffer  
Title: General Counsel

Date 1-8-2013

Date 12-10-2012

Approved As To Form  
  
The City University of New York  
Office of the General Counsel  
Date: 12-07-2012

**ACKNOWLEDGMENTS**

State of New York )  
 ) ss:  
County of New York)

On this 8<sup>th</sup> day of JANUARY, 2012 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 )

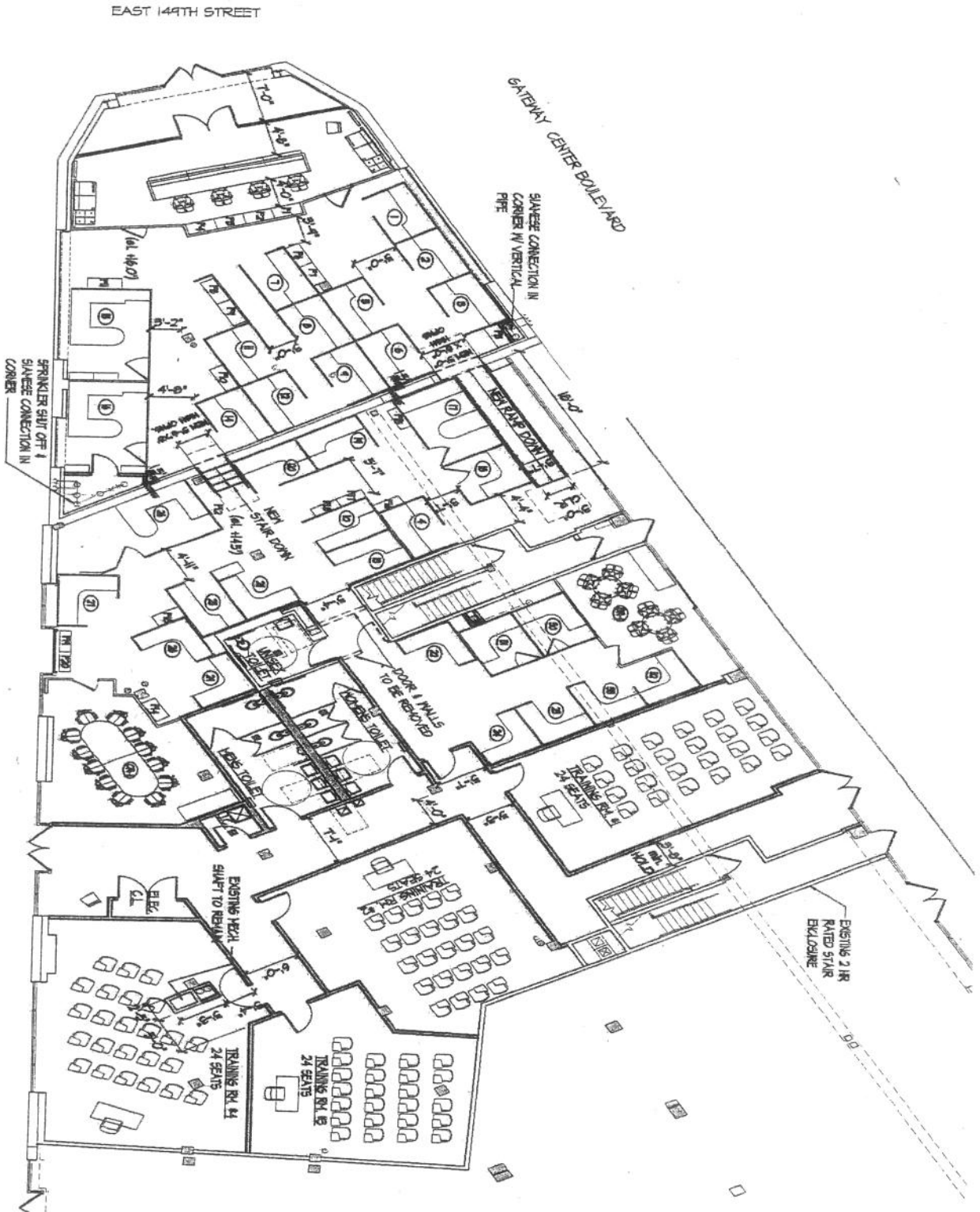
On this 10<sup>th</sup> day of December, 2012, before me personally came Frederick P. Schaffer, to me known, and known to me to be the General Counsel of City University of New York, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

*Sophia Walsh*  
Notary Public

**SOPHIA WALSH**  
Notary Public, State of New York  
No. 31WA5023S10  
Qualified in Queens County  
Commission Expires March 29, 2014



# EXHIBIT A FLOOR PLAN



**STUDIO 5 PARTNERSHIP**  
**ARCHITECTS/PLANNERS, LLC**  
 40 EAST 149TH STREET, SUITE 501, GLEN ROCK, NY 10920  
 TEL: 845.353.1111 FAX: 845.353.1112  
 WWW.STUDIO5ARCHITECTS.COM

GATEWAY CENTER AT BRONX TERMINAL MARKET  
 THE RELATED COMPANIES

CUNY HOSTOS AT THE PROW BUILDING  
 151 Major Deegan Expressway, Bronx, NY 10456  
 TEL: 718.224.2200 FAX: 718.224.2201



EXHIBIT B-1 TENANT FLOOR PLAN  
 REV: 10/20/11

SK-3

**EXHIBIT B**  
**PROGRAM BUDGET**

**I. PROGRAM BUDGET & PAYMENT SCHEDULE**

**A. Program Budget.** During the Term of this MOU, SBS shall pay CUNY, on behalf of HCC, an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) in accordance with the below Program Budget and Payment Schedule,

<b>PROGRAM BUDGET</b>	
<b>Budget Item</b>	<b>Amount (\$)</b>
Cleaning, space, maintenance, and waste collection	\$22,500
Internet, wireless, phones, and computers	\$4,000
Security	\$7,000
Utilities	\$3,000
Supplies and replacement cost	\$4,000
*Events	\$9,500
<b>TOTAL BUDGET</b>	<b>\$50,000</b>

*\*Use of Additional Spaces throughout HCC for the hosting of Events including, but not limited to, the rental of rooms, cleaning, and labor. The total amount budgeted for costs related to the "Events" is intended to be a cap for all Events held during the Term pursuant to this MOU.*

**B. Payment Schedule.** CUNY shall submit to SBS' Workforce Development Division ("WDD") for review and approval an invoice for each payment period identified below in accordance with the above Program Budget and the MOU. Each invoice shall be submitted to WDD by the tenth (10th) business day following the end of the applicable payment period in which CUNY is seeking payment to cover the previous period's expenses

1. Period 1: Execution of MOU to December 31, 2012.
2. Period 2: January 1, 2013 to June 30, 2013.
3. Period 3: July 1, 2013 to December 31, 2013.

DEPARTMENT OF SMALL BUSINESS SERVICES  
 110 WILLIAM STREET  
 NEW YORK, NY 10038

130019

CERTIFICATE OF AVAILABILITY OF FUNDS

Sufficient funds are available or are anticipated to be available in

Unit of Appropriation/ Budget Code/ Object Code

011-1207-600 - FY'13 - \$30,000

Contract Budget Category 50

for the period of 10/1/12-12/31/13  
 (Term)


when Hostos Community College/South Bronx Expansion  
 (Name of Contractor)

executes its contract.

Contract Budget \$ 50,000

FUNDING SOURCE	Year 1 FY 2012	Year 2 FY 2013	Year 3 FY 2014	Year 4 FY 2015	Year 5 FY 2016	Aggregate Total
CITY		30,000	20,000			50,000
CAPITAL						-
STATE						-
FEDERAL						-
OTHER						-
TOTAL	-	30,000	20,000	-	-	50,000

Ismail Mohamed, Director, Budget, Audit & Grants Management  
 (Name and Title of Authorized Fiscal Officer)

Signature 

1/8/2013  
 Date



THE CITY OF NEW YORK  
DEPARTMENT OF SMALL BUSINESS SERVICES

Distribution List:  
Andrew Schwartz  
Angie Kamath  
Kelly Richardson  
Xenon Walcott  
Charles Houston  
Annie Norbeck  
Jessica McMahon  
Christian Stover  
Ismail Mohamed  
Daryl Williams  
Julia Haslam  
Sue Lee

ROBERT W. WALSH  
COMMISSIONER

MEMORANDUM

WDD Memo 2012 - 1


**TO:** Angie Kamath  
**FROM:** Georgette Barnes  
**DATE:** December 14, 2012  
**SUBJECT:** Procurement Authorization to Allocate Funds for The City University of New York on behalf of Hostos Community College

We are seeking your approval to allocate \$50,000 in CTL funds to **The City University of New York on behalf of Hostos Community College** under the terms and conditions of the CUNY Memorandum of Understanding (MOU) for the period of October 1, 2012 to December 31, 2013.

CUNY will supply approximately 300 square feet of space including workstations and equipment in Hostos Community College's center for Workforce Development & Continuing Education to be utilized for the South Bronx Expansion Center. The allotted space is located on the first floor at 560 Exterior Street, Bronx New York 10451.

BUDGET ALLOCATION

<u>Contractor/Program</u>	<u>Funding Source</u>	<u>10/01/12 - 12/31/13 CPA Budget</u>		<u>Total</u>
		<u>FY/2012 10/01/12 - 06/30/12</u>	<u>FY/2013 07/01/12 - 12/31/13</u>	
CUNY/Hostos/South Bronx Expansion	CTL	\$30,000	\$20,000	\$50,000
<b>TOTAL FUNDING</b>		<b>\$30,000</b>	<b>\$20,000</b>	<b>\$50,000</b>

APPROVED:   
Angie Kamath, Deputy Commissioner

DATE: 1/8/12