

**INTRACITY COOPERATIVE AGREEMENT**

**BETWEEN**

**THE NEW YORK CITY HUMAN RESOURCES  
ADMINISTRATION**

**AND**

**THE NEW YORK CITY  
DEPARTMENT OF SANITATION**

**JULY 1, 2011, TO JUNE 30, 2012  
With three automatic renewals**

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05/10/11

**COOPERATIVE AGREEMENT  
BETWEEN THE HUMAN RESOURCES ADMINISTRATION AND  
THE DEPARTMENT OF SANITATION**

This Cooperative Agreement ("Agreement") dated this <sup>09<sup>th</sup></sup> day of ~~August~~ 2011 is between the Department of Social Services of the Human Resources Administration ("HRA" or "FIA" or "Department"), 180 Water Street, New York, N.Y. 10038, and the Department of Sanitation ("Contractor") 137 Centre Street, New York N.Y. 10013.

WITNESSETH

WHEREAS, Section 336-C of the New York Social Services Law and the Regulations of the State Department of Social Services require a social services official to establish and develop a sufficient number of public work projects to ensure the availability of such projects for all unemployed employable Public Assistance recipients within the district who have been unable to secure employment in the regular economy; and

WHEREAS, such projects are designed to maintain or develop adequate work habits, maintain or improve existing skills, develop new skills for participating recipients and require that a participating agency assign staff to supervise recipients and perform other administrative tasks; and

WHEREAS, the Department believes that the Contractor is qualified to provide the services to be rendered and is willing to do so under the levels and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article I - Term of Agreement

- 1) The term of this Agreement shall be from July 1, 2011 through June 30, 2012, unless sooner terminated pursuant to the terms contained herein.
- 2) This Agreement shall be automatically renewed for three additional one-year periods, subject to the annual appropriation and availability of funding, unless sooner terminated pursuant to the terms contained herein.

Article II- Scope of Responsibilities: DSNY

- 1) The Department of sanitation agrees to employ and maintain the capacity to administer a Work Experience Program for 1000 public assistance recipients in Maintenance Skills, Community Services or Office Services Work assignments.

- 2) The Department of Sanitation recognizes that a WEP participant should be accorded the same rights as agency personnel. This means that:
  - i) The participant should be afforded working conditions within Equal Employment Opportunities Act guidelines and the Occupational Health and Safety Act standards.
  - ii) Complaints should be thoroughly reviewed.
  - iii) Workers compensation claims can only be accepted by the New York City Law Department for WEP participants assigned to city agencies, and thus should be filed at the Law Department.
- 3) The Department of Sanitation recognizes the importance of referring and placing qualified participants into jobs. Therefore, the Department of Sanitation shall:
  - i) Give WEP participants who apply due consideration for hiring into its own job vacancies.
  - ii) Attempt to achieve a WEP employment goal of 25 percent; and
  - iii) Send out follow-up letters to participants to inquire about possible positive termination due to employment.
- 4) The Department of Sanitation agrees to employ and maintain a WEP staff that will include but not be limited to a Coordinator and a Timekeeper. The Contractor's responsibilities will include but not be limited to the following:
  - i) Notify Work Experience Management ("WEM") within 30 days of all the names of coordinators, counselors, supervisors, timekeepers and any changes in these personnel.
  - ii) Identify work experience positions with clearly defined job duties that do not infringe upon the job security of Agency's staff.
  - iii) Provide all participants with a thorough orientation on the requirements of WEP each new start date by a) giving each participant an Orientation Manual; b) reviewing the manual page by page; c) providing the telephone number of the Agency Coordinator and a backup; d) giving the participants the name and telephone number of their supervisor and supervisor backup; and e) holding bi-weekly orientations regardless of the number of participants referred.
  - iv) The Contractor shall train all WEP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations.

v) Provide a well-structured and well-supervised work assignment ensuring that participants are given duties consistent with the goals of the agency, and that they are equipped and adequately supervised to perform their functions.

vi) Assign participants to individual worksite supervisors, who will:

1. Place participants into well-defined work assignments, provide direct supervision, including training, and arrange schedules that are consistent with WEP guidelines.

2. Inform participants that the formal evaluation will require:

i. Evaluation of progress on work habits, attitudes, and skills development;

ii. Discussion and evaluation of problems the participants might be experiencing with job performance or employment goals, and,

iii. Signatures of both the worksite supervisor and the participant.

The Department of Sanitation will meet with WEM personnel on a quarterly basis to review program performance under this Agreement. It will cooperate with the field representatives who will make announced and unannounced visits to observe the workplace, interview staff and participants, assess the general effectiveness of supervision, inspect program-related files and otherwise ensure compliance with WEP policies and procedures.

The Department of Sanitation will comply with all policies and procedures as promulgated in the Work Experience Program Policy and Procedures Manual, a copy of which the agency acknowledges receipt. The contractor will also cooperate with representatives of FIA in all matters related to the implementation of the Work Experience Program.

5) Submission and pick-up of roster packages on a timely basis will be followed without exception:

(a) Messenger must pick up rosters and forms after 11 A.M. the Friday prior to a New Start Week. Properly completed Participant Change of Status Reports and rosters must be returned by the following Wednesday no later than 5 P.M., unless otherwise instructed.

(b) Arrangements must be in place for back-up messenger staff.

(c) Messenger must pick up assignment packages the Monday prior to the new start date.

- 6) The Contractor shall supervise compliance with record keeping responsibilities, which includes but is not limited to:
  - (a) Maintenance of participants' personnel files;
  - (b) Use of official WEP Time Sheets if a time clock is not available, or any documents associated with the use of swipe cards.
  - (c) Maintenance of all timekeeping records supporting time posted.
  - (d) Making all of the above records available to WEM upon request for auditing purposes.
- 7) The Department of Sanitation will include in all of its agreements with contractors and suppliers that each contractor and supplier will post entry-level job openings at the HRA Business Link.

#### Article III - Scope of Responsibilities: FIA

- 1) FIA agrees to render technical assistance in the administration of the Work Experience Program by providing:
  - (a) Training for appropriate staff persons in program policies and procedures;
  - (b) Regular communication of any policy or procedural changes through Bright Ideas and WEM Bulletins; and,
  - (c) Other mutually agreed upon assistance.

#### Article IV - Payment

- 1) FIA agrees to pay, and the Department of Sanitation agrees to accept, as full payment for the services to be performed, an amount not to exceed \$350,000.00 pursuant to the budget that is attached hereto and incorporated herein as Exhibit I.
- 2) Request for payment is to be made quarterly on an official Intra-agency invoice with supporting documentation. Such documentation must conform to the approved staffing pattern and shall include name of staff person, job title, duties, annual salary, period of time worked and payment due. Requests should be sent to:

Division of Account Payable and Reporting  
Office of Financial Management  
180 Water Street, 8<sup>th</sup> Fl.  
New York, New York 10038  
ATTN: Dean Rainey

- 3) The staffing pattern and the budget are part of this Agreement (see Exhibit I). Notification of staff changes and effective date of changes must be made in writing to the Family Independence Administration as they occur. Any other changes must receive prior approval.
- 4) If the budget has Other Than Personnel Services (OTPS) including furniture and equipment, invoices and supporting documentation in form and content acceptable to FIA should be submitted. A description of all furniture and equipment that has been acquired must be given along with their corresponding cost.
- 5) The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and OTPS is not funded by any other City, State, or Federal jurisdiction. The invoice should be signed by the Department of Sanitation's fiscal agency.

"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to the price and amount, that it is necessary for the proper transaction of the business of the department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed therein has been previously certified, and that the amount is solely for the operation of said program described on this invoice."

- 6) The quarterly expenditure report must accompany all invoices (see sample copy, Exhibit II).
  - i) All invoices for the prior Fiscal year must be submitted for payment by August of the following Fiscal year.
  - ii) Since HRA may be unable to obtain State and Federal reimbursement for administrative cost and supplies of operating a WEP program, HRA may require submission of invoices that omit these costs.

#### Article V- Ownership of Deliverables

- 1) All deliverables under this agreement shall be the sole property of HRA, and the Department of Sanitation shall not allow same to be used, except for the purpose of this Agreement without the express written permission of HRA.
- 2) All furnishings, goods, equipment, supplies, and any other property acquired in whole or in part by funds provided for in this section by the City ("City Owned Property") shall be clearly marked or identified by the Department of Sanitation as HRA/City owned property. While in the Department of Sanitation's custody, possession or control, any such property shall be maintained in a first class condition and the Department of Sanitation shall bear all risk of loss and damages with respect thereto, normal wear excepted. The Department of Sanitation shall not dispose of city owned property without prior written approval of HRA.

- 3) The Department of Sanitation will maintain an up-to-date inventory of furniture and equipment and submit such as requested and as part of the last invoice submission.

#### Article VI- Publicity

- 1) The prior written approval of HRA is required before the Department of Sanitation or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement.
  - 2) If the Department of Sanitation publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved in such performance, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use publication.

#### Article VII- Retention of Records

The Department of Sanitation agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

#### Article VIII- Compliance With Law

The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered including without limitation the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR articles 84 and 85.

#### Article IX - Confidentiality

- 1) All client information obtained, learned, developed or filed by The Department of Sanitation concerning recipients of services, including data contained in Official Department files or records shall be held confidential by the Department of Sanitation pursuant to the provision of the Social Security Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated thereunder, and shall not be disclosed by the Department of Sanitation to any person, organization, agency or to any other entity except as authorized or required by law.
- 2) All of the reports, information or data furnished prepared, assembled or used by the Department of Sanitation under this Agreement are to be held confidential and the Department of Sanitation agrees that the same shall not be made available to any individual or the organization without the prior written approval of HRA, except as directed by a court

of law in a proceeding in which HRA has been provided by a court notice of the request for the disclosure.

The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

#### Article X- Termination

- 1) Either HRA or the Department of Sanitation shall have the right to terminate this Agreement in whole or in part:
  - i) Without cause, by giving thirty (30) days written notice or
  - ii) Immediately if for cause as determined by HRA exercising its reasonable judgment or
  - iii) Immediately by HRA if Federal or State reimbursement is terminated or not allowed.
- 2) In the event that HRA does terminate this Agreement, the Department of Sanitation shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Department of Sanitation on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation" as used herein be construed as including any lease agreement, oral or written entered between the Department of Sanitation and its landlord.

#### Article XI- Supervision

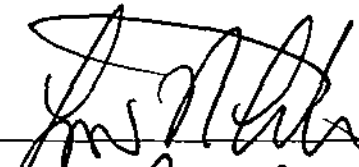
In compliance with Administrative Directive 80 ADM 86 of the New York State Department of Social Services, all the employees performing work under this agreement through their existing management structure and chain of command must report to and receive all assignments from the Commissioner of HRA or his designee. The Commissioner or his designee may require the removal of any employee from performing work under this agreement. Further the Commissioner of HRA or his designee may request retention, reinstatement or reassignment of any employee who is performing or who performed any work under this Agreement who may have been reassigned.

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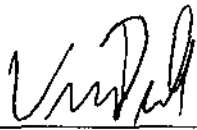


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEW YORK CITY DEPARTMENT OF SANITATION

By:   
Title: Dep Comm.

NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

By:   
Title: Asst

Submitting Program Area:

By: \_\_\_\_\_  
HRA Executive Deputy for FIA

Approved as to Availability of Funds:

By: \_\_\_\_\_  
HRA Finance Office

Approved as to Legal Form:

By: \_\_\_\_\_  
HRA Office of Legal Affairs

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 9<sup>th</sup> day of August 2011 before me personally came Vincent Pullo to me known and known to be ADMINISTRATOR/DEPARTMENT of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES OF THE CITY OF NEW YORK/FAMILY INDEPENDENCE ADMINISTRATION. The person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon James

NOTARY PUBLIC

SEAL

SHARON C. JAMES  
Commissioner of Deeds  
City of New York No. 2-13026  
Commission Expires April 1, 2012

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 14 day of JUNE 2011, before me personally came LORENZO <sup>CIPOLLINA</sup> to me known to be of the DEPUTY COMMISSIONER, of the DEPARTMENT OF SANITATION of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledge to me that he executed the same for the purpose therein mentioned.

Eugene S. Egami

NOTARY PUBLIC

SEAL

EUGENE S. EGAMI  
Notary Public, State of New York  
No. 01EG1082370  
Qualified in Bronx County  
Commission Expires MAY 31, 2015

Department of Sanitation  
 Bureau of Planning and Budget  
 05/05/11

<b>Department of Sanitation FY12</b>		
<b>PS</b>		<b>HRA</b>
<b>Civil Service Title</b>	<b>Functional Title</b>	<b>Funds</b>
Assoc. Staff Analyst	Assistant Director	\$ 70,424.00
Community Coordinator	Supervisor Training	\$ 55,604.00
Community Coordinator	Training Coordinator	\$ 54,001.00
Clerical Associate	Program Control	\$ 46,792.00
Clerical Associate	Program Control	\$ 46,706.00
<b>Sub-Total</b>		<b>\$ 273,527.00</b>
<b>OTPS</b>		<b>HRA</b>
<b>Item</b>		<b>Funds</b>
Custodian Supplies & Equipment		\$ 60,473.00
Temporary Support Services		\$ 16,000.00
<b>Sub-Total</b>		<b>\$ 76,473.00</b>
<b>Grand Total</b>		<b>\$ 350,000.00</b>

Note: Salaries as of 7/27/09.  
 Original Budget \$413,980. Cut reflected in OTPS.