

COOPERATIVE AGREEMENT BETWEEN
THE CITY OF NEW YORK HUMAN RESOURCES ADMINISTRATION,
THE CITY OF NEW YORK MAYOR’S OFFICE OF IMMIGRANT AFFAIRS
AND
THE CITY UNIVERSITY OF NEW YORK

THIS INTRA-CITY AGREEMENT (“Agreement”), made as of Aug 5, 2015 between the New York City Department of Social Services / Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, New York 10007; the New York City Mayor’s Office of Immigrant Affairs (“MOIA”), located at 253 Broadway, 14th Floor, New York, New York 10007, and The City University of New York (“CUNY”), organized under Article 125 of the New York State Education Law, with its principal office at 205 East 42nd Street, New York, New York 10017 (collectively “the Parties”).

WHEREAS, deferred action is a discretionary determination to defer removal action (i.e. deportation) of an individual as an act of prosecutorial discretion, which does not provide an individual with lawful status, though it does enable an individual to access important forms of identification, including an Employment Authorization Document (EAD), a Social Security Number (SSN), and a New York State driver’s license or non-driver ID; and

WHEREAS, Deferred Action for Childhood Arrivals (“DACA”) is a federal executive policy, established in 2012 and expanded in 2014 (“Expanded DACA”), under which various federal agencies having authority over immigration law enforcement are directed to practice prosecutorial discretion towards some undocumented immigrants who entered the United States as children, and under which eligible applicants granted deferred action are able to remain in the United States and apply for working papers; and

WHEREAS, Deferred Action for Parents of Americans and Lawful Permanent Residents (“DAPA”) is a planned federal executive program that would grant deferred action status to certain undocumented immigrants who have lived in the United States since 2010 and have children who are American citizens or lawful permanent residents; and

WHEREAS, in addition to DACA and DAPA there are other forms of immigration relief such as U Visas, Trafficking Visas, Special Immigrant Juvenile Status (“SIJS”), Violence Against Women Act (“VAWA”), family visas, asylum, among others, that undocumented immigrants may qualify for; and

WHEREAS, there is a high percentage of immigrants residing in New York City with legal permanent resident status who qualify for an upgrade in their immigration status because they are eligible to apply for citizenship but have not yet done so; and

WHEREAS, the provision of legal and document preparation services removes obstacles faced by immigrants when applying for an immigration benefit; and

WHEREAS, immigrants with access to legal services are more likely to obtain a favorable result on their immigration application; and

WHEREAS, MOIA works to promote the well-being of immigrant communities by recommending policies and programs that facilitate successful integration of immigrant New Yorkers into the civic, economic, and cultural life of New York City; and

WHEREAS, CUNY, as the public university system of New York City, has long maintained a strong bond with the New York City community and engages in efforts to address various social issues affecting City residents, including immigration; and

WHEREAS, Expanded DACA and DAPA are currently not operational and not accepting applicants, but are anticipated by the Parties to become operational during fiscal year 2016; and

WHEREAS, all other programs—including 2012 DACA—have been operational for years and eligible immigrants can continue to apply for them; and

WHEREAS, MOIA and CUNY have previously partnered to provide free legal immigration information and application assistance for participants interested in applying for U.S. Citizenship; and

WHEREAS, MOIA and CUNY wish to develop a program (the “Program”), with the cooperation of various City agencies including HRA, to offer free immigration legal information and immigration legal consultations to immigrants residing in New York City interested in learning whether they qualify for an immigration benefit or for an upgrade in their immigration status, and to offer document preparation and application assistance for New York City residents who qualify for an immigration benefit; and

WHEREAS, MOIA and CUNY are willing and able to provide the Program, with the Research Foundation of the City University of New York (the “Research Foundation” or “RF”) serving as CUNY’s fiscal agent; and

WHEREAS, HRA, through MOIA, has funding to support the launch of the Program and wishes to support the services that CUNY and MOIA shall provide hereunder; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. The term of this Agreement shall commence as of April 1, 2015 and shall terminate on June 30, 2016, unless sooner terminated as provided herein, and subject to the availability of funds.

- B. The Parties shall have the option to renew this Agreement for an additional one (1) year term, subject to appropriations.

ARTICLE 2. PROGRAM DEFINITION AND SCOPE OF SERVICES

A. Program Definition

1. By delivering legal services at scale, connecting immigrants to bona fide legal services as a fraud-prevention strategy, and connecting immigrants to ancillary services, the Program aims to help New Yorkers determine whether they qualify for an immigration benefit, including but not limited to DACA and DAPA, or whether they qualify for an upgrade in their immigration status.
2. Through its three pillars—Outreach & Marketing, Navigation, and Legal Assistance—the Program seeks to increase the field’s efficiency and capacity by focusing each partner’s efforts on doing what they do best, while being interconnected. Lawyers will focus on providing legal assistance while non-lawyers will assist with outreach and navigation. All of these components will be tied together in a network that will allow for easy follow up and cross-referrals.
3. Before the Expanded DACA and DAPA programs open for applications, the Program will offer free legal immigration information, legal immigration consultations, and document preparation and application assistance for currently available forms of immigration relief to immigrant New Yorkers. When Expanded DACA/ DAPA applications become available, the Program will prioritize providing DACA/DAPA application assistance to eligible individuals.

B. Scope of Services

1. Program Marketing
 - a. MOIA shall develop, implement and make final decisions with respect to the marketing campaign for the Program.
 - b. The marketing campaign and its implementation shall be paid by MOIA independent of this Agreement.
 - c. MOIA’s prior written approval is required before CUNY or any of its employees, servants, agents, subcontractors or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any form of communication on the work performed or data collected under this Agreement. CUNY’s agreements shall require all subcontractors or independent contractors to comply with this provision.

- d. CUNY must have prior written approval from MOIA before making any public statements with respect to MOIA's or CUNY's involvement in the Program.
- e. CUNY shall use the brand developed by MOIA in all public-facing materials CUNY creates related to the Program. All such materials must be approved by MOIA prior to release.

2. Program Outreach

- a. Based on an application process to be determined by MOIA and CUNY at a later date, MOIA and CUNY shall select community-based organizations to conduct outreach ("Outreach CBOs") for the Program.
- b. CUNY, with the support of MOIA, shall be responsible for organizing stakeholder engagement sessions with prospective Outreach CBOs.
- c. CUNY, with the support of MOIA, shall be responsible for widely distributing the Outreach CBO application and for receiving completed applications.
- d. With prior written approval by MOIA, CUNY shall enter into agreements with the chosen Outreach CBOs using funds allocated under the Budget. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
- e. Using funds allocated under the Budget, and with prior written approval by MOIA, CUNY shall also enter into an agreement for non-legal technical assistance and coordination of the Program's outreach component. The Scope of Work of such agreement shall be determined at a later date by mutual agreement between MOIA and CUNY.
- f. In consultation with MOIA, CUNY shall be responsible for drafting all agreements mentioned in this subsection B.2.
- g. In consultation with MOIA, CUNY shall be responsible for the logistics and execution of all agreements mentioned in this subsection B.2.

3. Program Navigation

- a. Based on an application process to be determined by MOIA and CUNY at a later date, MOIA and CUNY shall select community-based organizations to provide navigation ("CBO Navigator Organizations") for the Program.

- b. CUNY, with the support of MOIA, shall be responsible for organizing stakeholder engagement sessions with prospective CBO Navigator Organizations.
 - c. CUNY, with the support of MOIA, shall be responsible for widely distributing the CBO Navigator Organization application and for receiving completed applications.
 - d. With prior written approval by MOIA, CUNY shall enter into agreements with the chosen CBO Navigator Organizations using funds allocated under the Budget. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
 - e. Using funds allocated under the Budget, and with prior written approval by MOIA, CUNY shall also enter into an agreement for non-legal technical assistance and coordination of the Program’s navigation component. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
 - f. In consultation with MOIA, CUNY shall be responsible for drafting all agreements mentioned in this subsection B.3.
 - g. In consultation with MOIA, CUNY shall be responsible for the logistics and execution of all agreements mentioned in this subsection B.3.
4. Program Technology
- a. MOIA shall work to identify software technology related to screenings, organizing data, and facilitating reporting for outreach, screening, and referrals that would allow MOIA and CUNY to expand the Program’s service delivery model. MOIA and CUNY shall decide at a later date whether MOIA or CUNY will procure such software technology. The Party which procures such technology will obtain the licenses necessary for the utilization of the technology. If MOIA obtains the licenses, MOIA will pay for the licenses independent of this Agreement. If CUNY or the RF obtains the licenses, funds will be added to this Agreement through an amendment and CUNY or the RF will use the added funds to pay for the licenses.
 - b. MOIA shall test the screening, appointment, and reporting technology to assess how it can make the Program more efficient and track performance.
 - c. MOIA and CUNY, with prior written approval by MOIA, shall procure hardware technology needed to use the software technology procured by MOIA, pursuant to the attached Budget.

- d. MOIA shall identify the system (i.e. hotline and/or an online registration site to be distributed via outreach and marketing) that will be used during the Program to manage the phone or internet inflow of potential Applicants arising from the outreach and marketing campaigns described in subsections B.1 and B.2 above.

5. Program Legal Assistance

- a. Based on an application process to be determined by MOIA and CUNY at a later date, MOIA and CUNY shall select experienced legal service providers (“LSPs”) to provide legal assistance for the Program.
- b. CUNY, with the support of MOIA, shall be responsible for organizing stakeholder engagement sessions with prospective LSPs.
- c. CUNY, with the support of MOIA, shall be responsible for widely distributing the LSP application and for receiving completed applications.
- d. With prior written approval by MOIA, CUNY shall enter into agreements with the chosen LSPs using funds allocated under the Budget. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
- e. In consultation with MOIA, CUNY shall be responsible for drafting all agreements mentioned in this subsection B.5.
- f. In consultation with MOIA, CUNY shall be responsible for the logistics and execution of all agreements mentioned in this subsection B.5.

6. Program Legal Clinics

- a. Based on an application process to be determined by MOIA and CUNY at a later date, MOIA and CUNY shall select an experienced legal service provider to conduct mass screening and application assistance events for the Program, with the quantity of events to be determined by MOIA at a later date based on need (“Clinic Provider”).
- b. CUNY, with the support of MOIA, shall be responsible for organizing stakeholder engagement sessions with prospective Clinic Providers.
- c. CUNY, with the support of MOIA, shall be responsible for widely distributing the Clinic Provider application and for receiving completed applications.
- d. With prior written approval by MOIA, CUNY shall enter into an agreement with the chosen Clinic Provider using funds allocated under the Budget. The

Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.

- e. In consultation with MOIA, CUNY shall be responsible for drafting all agreements mentioned in this subsection B.6.
- f. In consultation with MOIA, CUNY shall be responsible for the logistics and execution of all agreements mentioned in this subsection B.6.

ARTICLE 3. DATA USAGE AND OWNERSHIP

- A. If MOIA creates the screening and database technology to be used in the Program, it shall own the technology.
- B. If the screening and database technology to be used in the Program and to be used in tracking cases is procured by MOIA, MOIA shall decide at a later date whether to hold any and all ownership interests in and/or licenses to such technology. If MOIA procures the technology, MOIA shall grant licenses to use such technology to CUNY and/or to any subcontractors of either CUNY or MOIA, to the extent necessary to conduct the Program, at no additional cost, and for a term not to exceed the term of this Agreement.
- C. Regardless of which Party owns the technology and/or licenses, CUNY and MOIA may withhold data obtained through such technology and/or licenses from any other party as required by law, or if the data is subject to attorney-client privilege.
- D. Ownership of the data entered into the database shall be determined at a later date by mutual agreement between MOIA and CUNY.

ARTICLE 4. SUBCONTRACTING

- A. Each Party agrees that it is as fully responsible to the other Party for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.
- B. Subject to Article 5 below, CUNY shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of MOIA of the subcontractor(s).

ARTICLE 5. RESEARCH FOUNDATION AS FISCAL AGENT

Notwithstanding anything else in this Agreement, pursuant to an agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York and CUNY, the RF will act as CUNY's fiscal agent and will administer the funds received pursuant to this Agreement, including, without limitation, drafting and entering into subcontracts and engaging

or providing staff for the purpose of performing services or other obligations under this Agreement on CUNY's behalf.

ARTICLE 6. TERMS OF PAYMENT

- A. HRA agrees to pay CUNY, subject to funding and MOIA's approval of the invoices, and CUNY agrees to accept as full payment for all services rendered under this Agreement, an amount not-to-exceed two hundred forty nine thousand seven hundred and seventy three dollars (\$249,773) for fiscal year 2015 and three million six hundred twenty six thousand six hundred and thirty five dollars and thirty cents (\$3,626,635.30) for fiscal year 2016, except for any costs specifically assumed by CUNY pursuant to this Agreement, and in accordance with the Budget attached hereto as **Exhibit 1**.
- B. No payment shall be made for expenditures, subcontractors, or expenditures by subcontractors that have not been approved by MOIA.
- C. With prior written approval by MOIA, CUNY may reallocate funding between Personnel and OTPS in amounts not to exceed twenty percent (20%) of the Budget.
- D. With prior written approval by MOIA, CUNY may reallocate funding among different OTPS lines.
- E. The Parties agree that if the term of this Agreement is extended or modified, the Parties shall negotiate a Budget and terms of payment for said extended or modified term and shall prepare a revised Budget to replace **Exhibit 1**.
- F. MOIA and CUNY shall revisit this Agreement during the operation of the Program to assess whether changes need to be made based on new legal circumstances involving federal executive action.
- G. CUNY, through its fiscal agent the Research Foundation, shall send all invoices to MOIA for approval. MOIA shall be responsible for review and approval of invoices and documentation. Upon approval, MOIA shall forward the invoices to HRA for payment. Payment shall be made upon receipt by HRA, as set forth below, of the approved invoices and reasonable documentation (such as the RF's computer printout) of eligible costs, expenses or fees incurred in connection with the Program and in accordance with the Budget. Such acceptance and approval shall not be unreasonably withheld, conditioned, or delayed by MOIA or HRA. The RF, acting as CUNY's fiscal agent, shall prepare monthly invoices supported by the RF's computer printout and on the official Intra-City invoice for review and approval.
- H. The official Intra-City invoice shall be signed by the RF's Director of Grants (or an equivalent position or by such authorized signatory at the RF) and shall contain the following language:

“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 HRA, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified and that the amount is solely for the operation of said program described on this invoice.”

- I. The final, MOIA-approved invoice must be received by HRA no later than July 15, 2016.
- J. CUNY’s monthly invoices and supporting documentation shall be sent and reviewed within ten (10) business days to:

Mayor’s Office of Immigrant Affairs
253 Broadway, 14th Floor
New York, New York 10007
Attn: Maribel Hernández Rivera

- K. Upon approval of the invoice, MOIA shall send the approved invoice and supporting documentation for review and approval to:

New York City Human Resources Administration
Office of Legal Assistance Initiatives
150 Greenwich Street, 36th floor
New York, New York, 10007
Attn: Sherri Love, Director

- L. Upon approval, the invoice shall be forwarded by HRA for payment to:

New York City Human Resources Administration
Finance Office – Bureau of Accounts Payable
150 Greenwich Street, 33rd floor
New York, New York 10007
Attn: Madlyn Korman, Director

- J. There shall be no increase in the total annual Budget, except for approved Program enhancements.

ARTICLE 7. DATA SECURITY AND CONFIDENTIALITY

- A. All reports, information including employee information, or data that is furnished, prepared, assembled or used by either Party, are to be held confidential and the same shall not be made available to any individual or organization without the prior written approval of the other Parties to this Agreement. The obligation under this Section to hold reports, information or data confidential shall not apply where either Party is required by

- law to disclose such reports, information or data. In that case, the Party intending to disclose must provide the other Party advance notice, in writing or by e-mail, that it intends to disclose such reports, information or data, and must confer with the other Party as to the legal requirements to disclose such reports, information or data.
- B. The Parties shall have no obligation to share any data or information with each other that is required to be held confidential under law or is subject to attorney-client privilege.
- C. In the use of any data-analysis, database or other software tools or systems employed pursuant to this Agreement, CUNY and MOIA agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy individually identifiable Applicant or other City-owned data that either Party receives, maintains, or transmits pursuant to this Agreement.
- D. Each Party agrees to immediately report in writing to the other Parties upon discovery of any data security incident of which it becomes aware, including a breach of unsecured protected data, unauthorized use or disclosure of individually identifiable Applicant or other City-owned data, or other data security incident. Each Party agrees to take all reasonably necessary steps to prevent or mitigate damages related thereto. Written reports shall include a description of the nature of the breach, the data that may have been disclosed, the names and/or affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to remedy the breach, in accordance with all relevant laws and regulations. Moreover, the Party responsible for the breach, shall, to the extent required by applicable law, at its own cost and expense, notify in writing all persons affected by any unauthorized disclosure of Confidential Information by the Party, its personnel or any third party who shall have gained access to affected Confidential Information as a result of any act and/or omission by the Party and/or its personnel.
- E. If CUNY holds personally identifiable information obtained, learned, or developed by the Program, CUNY shall comply with the Citywide Information Security Policies and Standards established by the New York City Department of Information Technology and Telecommunications (DoITT) as they may be modified from time to time, which are available on Cityshare at <http://cityshare.nycnet/infosec> and <http://www.nyc.gov/html/doitt/html/business/security.shtml>.

ARTICLE 8. RETENTION OF RECORDS

- A. CUNY agrees to retain copies of all respective records related to this Agreement and to ensure that the Research Foundation of The City University of New York retains copies of all financial records related to this Agreement for a period of six (6) years after the final payment or termination of the Agreement, whichever is later, during which time Federal, State and City auditors, including but not limited to NYS DFA, NYS Audit and

Control, and DHHS, and any other persons duly authorized by HRA, shall have full access and the right to examine any of the said records.

- B. CUNY will receive reasonable written notice for such access and examination.

ARTICLE 9. COMPLIANCE WITH LAW; GOVERNING LAW

- A. 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 FCR Articles 84 and 85. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- B. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

ARTICLE 10. TERMINATION

Each Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause.

If this Agreement is terminated, for whatever reason, HRA shall pay all of CUNY's and the RF's costs and uncancellable obligations properly incurred up to and including the effective date of such termination, including, without limitation, all obligations imposed by law, but not exceeding the maximum amount payable under this Agreement.

ARTICLE 11. MODIFICATION

This Agreement may be modified upon mutual agreement between the Parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

ARTICLE 12. NOTICES

All notices and requests hereunder by either Party shall be in writing, and except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and directed to the address of the Parties as follows:

If to MOIA:

Mayor's Office of Immigrant Affairs
253 Broadway, 14th Floor
New York, New York 10007
Attn: Maribel Hernández Rivera

If to HRA:

New York City Human Resources Administration
Office of Legal Assistance Initiatives
150 Greenwich Street, 42nd Floor
New York, New York, 10007
Attn: Sara Zuiderveen

If to CUNY:

For all matters:

The City University of New York
205 E. 42nd Street, Room 910
New York, NY 10017
Attention: Gary Dine

Also, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, NY 10036
Attn: HRA-MOIA-CUNY Immigration Assistance MOU

Also, for legal matters:

Office of the General Counsel
The City University of New York
205 East 42nd Street
New York, NY 10017
Attn: HRA-MOIA-CUNY Immigration Assistance MOU

ARTICLE 13. SUPERVISION

In Compliance with the New York State Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

ARTICLE 14. ASSIGNMENT

Except as provided in Article 5 above, CUNY shall not assign the performance, in whole or in part, of any obligation or duty that results from this Agreement, nor any right, title, or interest

accruing under it, nor CUNY's power to execute this Agreement, to any other entity, without obtaining the prior written consent of the Commissioner of HRA or his/her designee (which consent shall be attached to the original Agreement), subject to the conditions and provisions as HRA deems necessary. No such consent by the Department shall be deemed to allow CUNY to incur any obligation in excess of the reimbursement limits stated in this Agreement. Any such assignment, transfer, conveyance, sublease, or other disposition without consent shall be void.

ARTICLE 15. SURVIVAL

The provisions of Articles 3, and 6 through 16 of this Agreement shall remain in full force and effect following the termination or cessation of services required by this Agreement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

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Handwritten notes:
7/28/15
CUNY
HRA

Handwritten notes:
The City University of New York
Office of the General Counsel
Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY [Signature]
TITLE General Counsel
DATE 8/5/15

THE CITY OF NEW YORK
MAYOR'S OFFICE OF IMMIGRANT AFFAIRS

BY [Signature]
TITLE Commissioner
DATE 7/30/15

THE CITY UNIVERSITY OF NEW YORK

BY [Signature]
TITLE Acting General Counsel
DATE 7/29/15

Approved As To Form
[Signature] PSN
The City University of New York
Office of the General Counsel
Date: July 29, 2015

STATE OF NEW YORK)

:SS

COUNTY OF NEW YORK)

On this 5 day of Aug 2015, before me personally came Martha Counsel
to me known and known to me to be General Counsel of
the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL
SERVICES of the CITY OF NEW YORK, the person described in and who executed
the foregoing instrument, and she/he acknowledged to me that she/he executed the
same for the purpose therein mentioned.



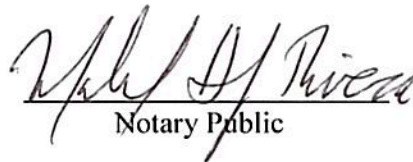
Notary Public
SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF NEW YORK)

:SS

COUNTY OF NEW YORK)

On this 30th day of July 2015, before me personally came Nisha Agarwal,
to me known and known to me to be Commissioner of
the NEW YORK CITY MAYOR'S OFFICE OF IMMIGRANT AFFAIRS, the
person described in and who executed the foregoing instrument, and she/he
acknowledged to me that she/he executed the same for the purpose therein mentioned.



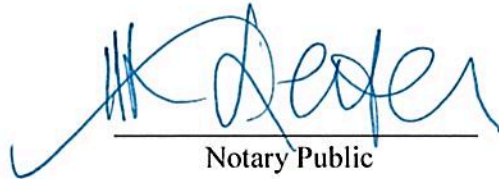
Notary Public
MARIBEL HERNANDEZ RIVERA
Notary Public, State of New York
No. 02HE6259535
Qualified in New York County
Commission Expires April 16, 2016

STATE OF NEW YORK)

:SS

COUNTY OF NEW YORK)

On this 29th day of July 2015, before me personally came Jane M Govern
to me known and known to me to be Acting General Counsel of
the CITY UNIVERSITY OF NEW YORK, the person described in and who
executed the foregoing instrument, and she/he acknowledged to me that she/he
executed the same for the purpose therein mentioned.



Notary Public

HEATHER LEIFER
NOTARY PUBLIC, State of New York
No. 01LE6048402
Qualified in New York County
Commission Expires September 25, 2018

MARIBEL HERNANDEZ RIVERA
Notary Public, State of New York
No. 02HEC08833
Qualified in New York County
Commission Expires April 16, 2016

Exhibit 1: Budget

Estimated Budget FY 15				
Personnel				
Position	% effort	# of staff	Salary	Budget
Full-time				
Program Director	100%	1	\$93,000	\$15,381
Staff Attorneys	100%	1	\$72,800	\$18,083
Staff Attorneys	100%	1	\$72,800	\$12,235
Administrative Assistants	100%	1	\$30,030	\$1,964
Administrative Assistants	100%	1	\$30,030	\$2,541
Administrative Assistants	100%	1	\$30,030	\$2,541
Administrative Assistants	100%	1	\$30,030	\$2,541
Operations Manager	100%	1	\$62,661	\$9,593
University Supervision (CO)	8 % and 23%	2	\$43,614	\$11,538
Fiscal Manager	8.60%	3	\$25,000	\$5,000
CN! Supervision	20%	1	\$98,656	\$19,731
Part-time (15 hours/week)				
Event Coordinator	Hourly		\$22,375	\$3,845
Total Salaries				\$104,993
Fringe Benefits				
F/T at 38%				\$24,654.05
R/T at 43%				\$13,446
P/T B at 9.5%				\$365
MTA Tax @ .0034				\$357
Total Fringe Benefits				\$38,822
Total Personnel				\$143,815
<u>Other Than Personnel Services (OTPS)</u>				
	-	-		
Office Supplies			\$2,206.50 per month	\$4,251
Communication Expenses			4 phones, 5 group hotspots, 8 individual hotspots, 8ipads with protective case and keyboard	\$13,000
Equipment			52 laptops/desktops at an average \$1,269.23 each, laminator and related	\$66,000

Total OTPS				\$83,251
Total Direct Cost				\$227,066
Indirect Cost at 10%				\$22,707
Total Budget				\$249,773

Estimated Budget FY 16				
Personnel				
Position	% effort	# of staff	Salary	Budget
Full-time				
Operations Analyst	100%	2	\$50,000	\$75,000
Program Manager	100%	1	\$80,000	\$60,000
Legal Counsel	100%	1	\$80,000	\$60,000
IT Director	100%	1	\$85,000	\$63,750
IT Field Technician	100%	1	\$75,000	\$56,250
Fiscal Management				\$125,000
Total Salaries				\$440,000
Fringe Benefits				
F/T at 38%				\$167,200
MTA Tax @ .0034				\$1,496
Total Fringe Benefits				\$168,696
Total Personnel				\$608,696
<u>Other Than Personnel Services (OTPS)</u>				
Agreements with community-based organizations and legal service providers				\$2,688,245.18
Total OTPS				\$2,688,245.18
Total Direct Cost				\$3,296,941.18
Indirect Cost at 10%				\$329,694.12
Total Budget				\$3,626,635.30