

**INTRA-CITY AGREEMENT
BETWEEN
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/
HUMAN RESOURCES ADMINISTRATION
ON BEHALF OF
THE NEW YORK CITY MAYOR’S OFFICE OF IMMIGRANT AFFAIRS
AND
BROOKLYN PUBLIC LIBRARY**

THIS **INTRA-CITY AGREEMENT** (“Agreement”), effective on the date specified on the Signature Page, is between the City of New York (“City”) acting by and through its Department of Social Services/Human Resources Administration (“HRA” or “the Department”) with offices located at 150 Greenwich Street, New York, New York 10007, on behalf of the New York City Mayor’s Office of Immigrant Affairs (“MOIA”) with offices located at 253 Broadway, 14th Floor, New York, New York 10007, and the Brooklyn Public Library (“BPL”) with offices located at 10 Grand Army Plaza, Brooklyn, New York 11238 (collectively, the “Parties”).

WITNESSETH:

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, MOIA English Learning and Support Centers are a part of MOIA English Learning Hub. Through MOIA’s partnership with public libraries, MOIA provides practical English classes using MOIA’s We Speak NYC curriculum and access to information and resources to immigrant communities at their neighborhood library branch; and

WHEREAS, the Department partners with MOIA regularly on immigrant-focused initiatives, including the IDNYC, ActionNYC, and NYCitizenship programs; and

WHEREAS, HRA regularly receives and administers intra-city funds for the benefit of MOIA programs and activities; and

WHEREAS, BPL will conduct English Speakers of Other Languages (“ESOL”) classes at library branches located in immigrant dense neighborhoods using MOIA’s We Speak NYC curriculum; and

NOW, THEREFORE, by signing below, the Parties agree, in consideration of the mutual promises set forth below in this Intra-City Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, as follows:

ARTICLE I. TERM OF AGREEMENT

The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025** ("Term"), unless sooner terminated pursuant to the terms contained herein. The Parties may extend the term of this Agreement in a writing signed by all Parties.

ARTICLE II. SCOPE OF SERVICES

BPL shall work with MOIA to provide ESOL classes at library branches located in immigrant dense neighborhoods as described in the Scope of Work, attached hereto as **Exhibit A**.

ARTICLE III. PAYMENT

- A.** HRA agrees to pay, and BPL agrees to accept an amount not to exceed **\$350,000.00** (three hundred fifty thousand dollars and no cents) as full payment for the Services performed by the BPL during the Term, in accordance with the Budget attached hereto as **Exhibit B** and incorporated herein by this reference. Payment shall be made on the basis of approved invoices, through an intra-city budget transfer.
- B.** BPL shall submit invoices and supporting documentation to MOIA on a quarterly basis, for review and approval of the invoice and documentation. Upon approval, MOIA shall forward the invoice and supporting documentation using the official Intra-City Invoice to the HRA address listed below for payment:

**New York City Human Resources Administration
Finance Office – Bureau of Accounts Payable
150 Greenwich Street, 33rd Floor
New York, New York 10007
ATTN: Director**

- C.** MOIA's invoice shall be signed by the chief fiscal officer of BPL (or an equivalent position or by such authorized signatory at BPL) 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 therein has been previously certified, and that the amount is solely for the operation of said program described on this invoice."

- D.** HRA shall only make payments to BPL subject to MOIA's approval and confirmation that BPL's Services were duly rendered in accordance with this Intra-City Agreement.

- E.** The final MOIA-approved invoice must be received by HRA no later than **July 15, 2025**.
- F.** BPL will retain all invoices, and supporting documentation, for any expenses associated with this Intra-City Agreement.
- G.** All invoices and supporting documentation are subject to audit by HRA, and any other governmental entity with authority to audit such records. Other governmental entities with the authority to audit such records shall be given access by BPL to such records, as those entities may require.

ARTICLE IV. TERMINATION

BPL, HRA, and MOIA each shall have the right to terminate this Agreement, in whole or in part. Termination will take effect 30 days after written notice of termination is provided by the party seeking termination to all other Parties to this Agreement. Any party may terminate immediately where termination is for cause. In the event of termination pursuant to this Article, HRA shall reimburse BPL for all reimbursable costs incurred by BPL pursuant to this Intra-City Agreement prior to the date of termination. B. In the event that the Federal, State or City reimbursement (if applicable) for this IntraCity Agreement becomes unavailable to HRA, then the Agreement shall be deemed terminated immediately, subject to notice by HRA to the other Parties.

ARTICLE V. 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 VI. RETENTION OF RECORDS

The Parties agree to retain all books, records, and other documents relevant to this Agreement for six (6) 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 or MOIA, shall have full access to and the right to examine any of said materials during said period.

ARTICLE VII. COMPLIANCE WITH 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 CFR articles 84 and 85.
- 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 VIII. CONFIDENTIALITY

- A.** All client information obtained, learned, developed or filed by the BPL concerning recipients of services, including data contained in official HRA and MOIA files or records shall be held confidential by the BPL pursuant to the provision of the Social Security Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated thereunder, the New York State Public Health law, the New York State Privacy and Public Officers Law and all applicable federal, state and city laws and regulations, and shall not be disclosed by the BPL to any person, organization, agency or to any other entity except as authorized or required by law.
- B.** All of the reports, information or data furnished prepared, assembled or used by the BPL under this Agreement are to be held confidential and the BPL agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA and MOIA, except as directed by a court of law in a proceeding in which HRA and/or MOIA has been provided by a court notice of the request for the disclosure.
- C.** 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 IX. INDEMNIFICATION

BPL shall defend, indemnify, and hold the City and its officers, employees, and agents, harmless from and against any and all claims, lawsuits (even if the allegations of the lawsuit are without merit), damages, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, to which they may be subject or which they may suffer or incur allegedly arising out of or in connection with any acts or omissions of BPL, its trustees, officers, employees, agents, representatives, or subcontractors, including but not limited to, any negligent act of commission or omission, any intentional tortious act, or any failure to comply with the provisions of this Agreement or of applicable law by BPL, its trustees, officers, employees, agents, representatives, or subcontractors; provided, however, that nothing in this section shall impose any liability on BPL for the acts, omissions, negligence or intentional tortious acts of MOIA, HRA, or any legal services provider, or their respective directors, officers, employees, and agents. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by BPL, the City shall be partially indemnified by BPL to the fullest extent permitted by law. This section shall survive the termination or expiration of this Agreement, and shall not be limited in any way by BPL's obligations, if any, to obtain and maintain insurance as provided under this Agreement.

ARTICLE X. NOTICES

- A.** All notices and communications to the Parties under this Agreement shall be in writing and shall be delivered by hand or sent by 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 or via email.

B. All notices and communications to MOIA shall be delivered to:

Mayor's Office of Immigrant Affairs
253 Broadway, 14th Floor
New York, New York 10007 Attn:
Jasniya Sanchez
jsanchez2@moia.nyc.gov

C. All notices and communications to HRA shall be delivered to:

NYC Human Resources Administration
Office of Staff Resources

150 Greenwich Street, 37th floor New
York, New York 10007
Attn: Office of Contracts

D. All notices and communications to BPL shall be delivered to:

Brooklyn Public Library
10 Grand Army Plaza
Brooklyn, NY 11238
Attn: Michael Fieni, Government and Community Relations

ARTICLE XI. 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 XII. ENTIRE AGREEMENT

This written 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.

[SIGNATURE PAGES WILL FOLLOW]

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

BROOKLYN PUBLIC LIBRARY

By: 

Name: Karen Sheehan

Title: EVP/CFO

Date: 8/28/24

**NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/
HUMAN RESOURCES ADMINISTRATION**

By: 

Name: Vincent Pullo

Title: Agency Chief Contracting Officer

Date: September 9, 2024

NEW YORK CITY MAYOR'S OFFICE OF IMMIGRANT AFFAIRS

By: 

Name: Manuel Castro

Title: Commissioner

Date: 7/25/2024

EXHIBIT A

Scope of Work

Initiative: MOIA English Learning & Support Centers @ Brooklyn Public Library

Timeline: July 1, 2024 through June 30, 2025

Award Amount: \$350,000

Scope of Work - FY25

Definitions

- “Class” means a 2-hour session
- “Class cycle” means a series of 8 classes over the period of 8 weeks
- “Participant” means an individual who attends MOIA ESOL classes
- “Certificate of completion” means a participant has successfully attended at least 4 MOIA classes

Deliverables

1. Use MOIA’s We Speak NYC curriculum in ESOL classes conducted July 1, 2024 through June 30, 2025. At a minimum one weekly class in at least 20 library branches located in immigrant dense neighborhoods in FY25.
 - a. BPL proposes the following plan to meet this deliverable:
 - i. Majority of planned class cycles will be in-person and beginner level with the possibility of some intermediate level option to be determined as the fiscal year progresses.
 - ii. Summer: about 14 participating branches (8 week class cycle)
 - iii. Fall, Winter and Spring: about 20 participating branches (10 week class cycle)
2. MOIA We Speak NYC Curriculum:
 - a. We Speak NYC curriculum model consists of an 8-week cycle with one 2-hour long class per week (in-person; virtual or hybrid). Each class cycle consists of a total of 16 hours of instruction.
 - i. This is a recommended model only. Partners are encouraged to adapt this model to meet the needs of their community. Connect with MOIA if further guidance is needed.
 - b. ESOL classes offered at library branches should be for beginner and/or intermediate level, level determination should be made by each branch.
 - c. ESOL classes should be in-person, virtual or hybrid. Type of class should be determined by each branch, however, MOIA encourages in-person classes.
3. Designate one point of contact to MOIA in order effectively communicate any updates and or changes as they may periodically arise.
4. The Library branch will conduct all community outreach to recruit participants.
5. Promotional materials should adhere to the MOIA Branding Guideline and include the following:
 - a. Name of initiative: “MOIA English Learning & Support Centers at INSERT LIBRARY NAME + BRANCH.”
 - b. Class cycle dates, times and locations
 - c. Information on how to register
 - d. Promotional material should be approved by MOIA.
6. Share the following information with MOIA at least 3 weeks in advance of each class cycle:
 - a. List of confirmed classes; and
 - b. Dates and promotional material for participant recruitment.

7. All facilitators leading MOIA ESOL classes must attend curriculum training conducted by MOIA.
8. Provide technology to conduct a class is in available and in working condition for facilitator(s):
 - a. Laptop or computer to access materials online;
 - b. Projector, smartboard, tv screen or monitor to display materials comfortably and large enough to be seen;
 - c. Internet - Wifi or ethernet cable
 - d. Audio - Speakers or source to play sound
9. Class materials shall include:
 - a. Printed: WSNYC curriculum guides and booklets
 - i. Beginner level – participating library branches will be responsible for printing material for participants;
 - ii. Intermediate level – MOIA will provide printed guide to partners while supplies last;
 - b. Online: WSNYC curriculum guides, booklets, episodes, facilitator guide and PowerPoint presentation and facilitator training
 - i. MOIA will provided access to all existing online materials for participants and facilitators
10. Participating library branches will provide relevant resources and make referrals to existing services as requested by participants and/or based on assessment need of participants in the class.
11. Report on relevant information on a quarterly basis or as requested without Personal Identifying Information to MOIA, including but not limited to the following:
 - a. As requested by program manager:
 - i. Confirmed registered participants at the start of class cycle;
 - ii. Number of participants at each ESOL class;
 - b. Quarterly:
 - i. Select demographics of people attending each class and primary language spoken;
 - ii. Location and neighborhood of class;
 - iii. Number of participants that qualify for a certificate of completion:
 1. Participants must attend at least 4 out of 8 classes in order to receive a certificate of completion);
 - iv. Number of legal or non-legal referrals requested;
 - v. Observations about efficacy of specific curriculum components;
 - vi. Number of referrals made and type of referral;
 - vii. Narratives regarding the successes and challenges from program implementation.

EXHIBIT B

Budget

MOIA English Language Learning and Support Centers FY25
July 1, 2024 - June 30, 2025

	FY25 Budget
Personnel Costs	
Full time project coordinator (1 FTE pro-rated for 10 months)	\$43,333
Class part time salaries (Teachers, 1 .5 FTE Program Assistant)	\$117,800
Navigation part time salaries (2 x .5 FTE Navigators, Outreach Associate .6 FTE)	\$73,980
Fringe	\$54,307
Total Personnel & Fringe Costs	\$289,420
Project Costs	
<u>Program supplies</u>	
Class supplies, Printing and copying	\$30,000
Navigation program supplies	\$5,204
	\$35,204
<u>Collections</u>	
Language Learning Online (Supplemental language learning software for students)	\$10,376
	\$10,376
<u>Professional Services</u>	
Capacity building for ongoing navigation and staff training	\$5,000
Contracted project manager (summer teacher and class support)	\$4,000
Telephonic Interpretation and Translation (Language Line contract)	\$3,000
Marketing Services (printable English language learner guide)	\$3,000
	\$15,000
Total OTPS	\$60,580
Subtotal	\$350,000
TOTAL EXPENSES	\$350,000