

**MEMORANDUM OF UNDERSTANDING**

relating to the

**HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT**

between the

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

and the

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

for the

**JAMAICA BAY RESTORATION CORPS PROJECT**

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This **MEMORANDUM OF UNDERSTANDING** (“MOU”) dated March 4, 2013, is entered into between the **New York City Department of Small Business Services** (“SBS”), with offices located at 110 William Street, 7<sup>th</sup> Floor, New York, New York 10038, and the **New York City Department of Parks and Recreation** (“DPR”), with its principal office located at 830 Fifth Avenue, New York, New York 10065 (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, SBS makes it easier for businesses in the City of New York (the “City”) New York to start, operate and expand by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce;

**WHEREAS**, DPR has jurisdiction over all trees growing in the City’s public right-of-way, including trees along streets, parkways, and in City parks;

**WHEREAS**, in response to the destruction caused by Hurricane Sandy throughout the City, Governor Cuomo, through NYSDOL (as Grantor), issued a *Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA)-New York City* (dated January 7, 2013) authorizing Program Year 2012 funding to Mayor Bloomberg (as Grantee) on behalf of the City in the form of a \$1,593,399.14 “NEG Disaster” WIA Grant (the “Grant” or “WIA Grant”) as more specifically described herein to be used for the *Jamaica Bay Restoration Corps (JBRC) Project*;

**WHEREAS**, SBS seeks to make available certain funding to DPR for services provided by DPR in connection with the Grant (defined below). Specifically, these payments are in connection with the hiring of temporary workers to clear streets and parks located in the Jamaica Bay area of fallen trees and debris and perform related services due to damage caused by Hurricane Sandy (“NEG-Funded Participant Services” or “Services”); and

**WHEREAS**, DPR is ready, willing and able to use the Grant funding to cover costs incurred by it in connection with the provision of NEG-Funded Participant Services in accordance with terms set forth in this MOU as well as all applicable City, State and federal rules, regulations, guidelines and policies, including the general terms and conditions applicable to the Hurricane Sandy Disaster NEG (as provided by NYSDOL) and NYSDOL’s *Disaster NEG Desk Guide*;

**NOW, THEREFORE**, the Parties agree as follows:

## **ARTICLE 1. TERM**

Unless sooner terminated or extended pursuant to this MOU, the term of this MOU shall be for the same period identified in the *Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA)-New York City* dated January 7, 2013 (attached to this MOU as Exhibit B) for the NEG Disaster WIA Grant Program Year 2012 Funding (October 30, 2012 through September 30, 2013 or "Term").

## **ARTICLE 2. SCOPE**

- A. During the Term, DPR shall use the WIA Grant Funding to cover costs incurred by DPR in connection with the *JBRC Project* and the hiring of temporary maintenance and forestry workers to clear streets and parks located in the Jamaica Bay area of fallen trees and debris as well as to perform related services due to damage caused by Hurricane Sandy ("NEG-Funded Participant Services" or "Services"). DPR is prohibited from using the Grant Funding for any purpose other than the following: (1) hiring temporary workers whose total work hours include regular work hours plus overtime work hours; (2) purchasing disaster-related supplies, including small equipment; (3) providing humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands; (4) paying for related administration costs<sup>1</sup>; (5) paying for supervisory costs, transportation costs and costs related to employee uniforms and trailers; and (6) providing training classes and lectures for *JBRC Members*.
- B. DPR shall comply with all applicable City, State and federal rules, regulations, guidelines and policies, including the NYSDOL general terms and conditions for the NEG Disaster WIA Grant and NYSDOL's *Disaster NEG Desk Guide* in the performance of the Services required by this MOU.
- C. SBS shall ensure that all "Disaster NEG Supported Workers" meet the eligibility criteria established by NYSDOL under the NEG Disaster WIA Grant.

## **ARTICLE 3. PAYMENT**

- A. **Total Budget for Services Provided Pursuant to the NEG Disaster WIA Grant.** During the Term, SBS shall pay to DPR, subject to and in accordance with this MOU, an aggregate amount not to exceed One Million Five Hundred Ninety Three Thousand Three Hundred Ninety Nine Dollars and Fourteen Cents (\$1,593,399.14) in consideration for all Services to be performed pursuant to the NEG Disaster WIA Grant and in connection with the *JBRC Project* (as more fully described herein). SBS will establish an intra-city modification in the amount of One Million Five Hundred Ninety Three Thousand Three Hundred Ninety Nine Dollars and Fourteen Cents (\$1,593,399.14) to effectuate the transfer of funds pursuant to this MOU.
- B. **Cost Reimbursement for Eligible WIA Grant Funded Expenses.** During the Term of this MOU, SBS shall approve DPR vouchers in an amount not to exceed One Million Five Hundred Ninety Three Thousand Three Hundred Ninety Nine Dollars and Fourteen Cents (\$1,593,399.14). Such payments shall be made in accordance with the following process: Invoices shall be submitted by DPR to SBS by the tenth (10<sup>th</sup>) business day of each month to cover the previous month's expenses. The invoices shall include an itemization of actual expenditures incurred, and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the SBS. Upon receipt and approval of an invoice, SBS shall process each DPR voucher in accordance with the approved "Budget" attached hereto and incorporated herein as Exhibit A and the NOA (Exhibit B). SBS may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this MOU, the NOA, the NYSDOL *Disaster NEG Desk Guide* as well as the general terms and conditions applicable to the NYSDOL Hurricane Sandy Disaster NEG WIA Grant.

## **ARTICLE 4. MODIFICATION**

- A. **MODIFICATION.** This MOU may only be amended by the written consent of both SBS and DPR.
- B. **TERMINATION.** Both SBS and DPR shall have the right to terminate this MOU without cause upon thirty (30) days written notice to the other Party.

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<sup>1</sup> No more than 7% of the total Budget for this MOU and the Grant can be charged to administration/administrative expenditures.

## **ARTICLE 5. RECORDKEEPING & REPORTING REQUIREMENTS**

- A. **Maintenance of Records.** DPR agrees to maintain any and all books, records, documentation, justifications and other evidence which sufficiently and properly reflect all costs expended in connection with this MOU as well as any other documents or information deemed necessary by SBS for SBS to comply with certain NYSDOL reporting requirement related to the NEG Disaster WIA Grant including, but not limited to the following (collectively, "Records"):
1. **Case Management System.** The recording and timely entering of NEG-Funded Participant Services in NYSDOL's case management system; and
  2. **Bi-Weekly and Monthly Report Submissions.** The Records and related information provided by DPR to SBS for the completion and submission of NYSDOL-required Bi-Weekly (to be submitted for the first 3 months of the Term) and Monthly Reports (to be submitted every month of the Term following the first three) shall include sufficient information and supporting documentation for SBS to address the following areas:
    - a. Summarize the activities conducted;
    - b. Identify new worksite initiated;
    - c. Identify temporary workers hired/assigned to worksites;
    - d. Summarize local monitoring conducted; and
    - e. Identify accrued expenditures.
- B. **Retention and Availability of Records for Inspection.** DPR agrees to retain all Records for a period of six (6) years after the expiration or termination of this MOU, or for a period otherwise prescribed by Law, whichever is later ("Retention Period"). Additionally, during the Term or Retention Period and upon reasonable notice to DPR, DPR shall make available to SBS as well as applicable City, State and federal agencies and auditors all Records maintained or retained by DPR in connection with this MOU.

## **ARTICLE 6. MISCELLANEOUS**

- A. All notices required by this MOU shall be delivered to the other Party at the following addresses:

**To DPR:**

The Arsenal  
830 Fifth Avenue  
New York, New York 10065  
Attn: Robert Garafola, Deputy Commissioner of Management and Budget

**To SBS:**

110 William Street, 7th Floor  
New York, New York 10038  
Attn: Andrew Schwartz, First Deputy Commissioner

- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. The Services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws.
- D. This written MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties, nor to vary any of its terms.
- E. Neither Party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to emergencies or weather conditions, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.

- F. Neither Party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other Party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned.
- G. The Parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the Services set forth in the MOU.

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

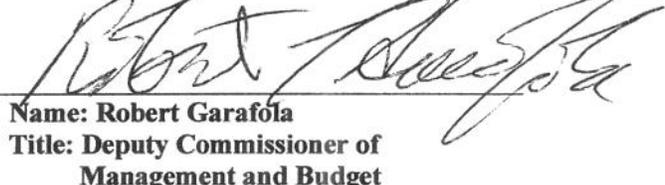
**NEW YORK CITY DEPARTMENT OF  
SMALL BUSINESS SERVICES**



**Name: Andrew Schwartz  
Title: First Deputy Commissioner**

3/14/13  
**Date**

**NEW YORK CITY DEPARTMENT  
OF PARKS AND RECREATION**



**Name: Robert Garafola  
Title: Deputy Commissioner of  
Management and Budget**

Feb. 26, 2013  
**Date**

**ACKNOWLEDGMENTS**

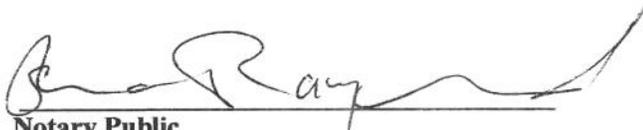
State of New York )  
 ) SS.:  
County of New York )

On this 4<sup>th</sup> day of MARCH, 2013, before me personally came Andrew Schwartz, to me known, and known to me to be the First Deputy Commissioner of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public  
**CHRISTIAN STOVER**  
Notary Public, State of New York  
Registration #02ST6172505  
Qualified in New York County  
Commission Expires Dec.14, 2015

State of )  
 ) SS.:  
County of )

On this 27 day of February, 2013, before me personally came ROBERT GARAPOLA, to me known, and known to me to be the D.C. OF MGMT. AND BUDGET of NYC DEPARTMENT OF PARKS AND RECREATION, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

  
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Notary Public

**Sharmila Rampersaud, Esq.**  
Notary Public: New York State  
No. 02RA6063174  
Qualified in Queens County  
Commission Expires: 9-30-2013

**EXHIBIT A  
BUDGET**

<b>Personnel Services (PS)</b>					
<b>DPR Personnel</b>	<b>Number</b>	<b>DOL Cap</b>	<b>Base Rate</b>	<b>Rate (6 Months)</b>	<b>Total (Initial Allocation Only)</b>
City Seasonal Aides (6 Months)	200	12,000	11.11/HR	\$11,599	\$651,975
Crew Chiefs (6 Months)	20	22,026	44,051/YR	\$22,026	\$123,806
Fringe (46%)					\$356,859
Crew Chief Overtime					\$49,522
<i>PS Subtotal</i>					\$1,182,163
<b>Other Than Personnel Services (OTPS)</b>					
Contractual Services (trailers)					\$55,936
Transportation (buses, vans)					\$83,904
Misc. Equip Rentals (porto-sans, containers, etc.)					\$27,968
Furniture (tables, chairs, lockers, etc.)					\$20,976
Equipment					\$29,366
Uniforms (coveralls, caps, winter hats)					\$41,952
Maintenance Supplies (tools, wires and other electrical supplies, lumber and carpentry supplies, plumbing supplies)					\$83,904
Supplies (garbage bags, rubber gloves, masks, paintbrushes, rakes, shovels)					\$67,231
<i>OTPS Subtotal</i>					\$411,236
<b>TOTAL BUDGET (PS + OTPS)</b>					<b>\$1,593,399</b>



**New York State Department of Labor**

Andrew M. Cuomo, *Governor*

Peter M. Rivera, *Commissioner*

January 7, 2013

The Honorable Michael R. Bloomberg  
 Mayor  
 City of New York  
 City Hall  
 New York, New York 10007

Dear Mayor Bloomberg:

Attached is Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA) - New York City for the amount of \$1,639,135.91. This NOA identifies an allocation of funding to your LWIA under the Department's Hurricane Sandy disaster National Emergency Grant (NEG). This funding is for the New York City Mayor's Office of Contract Services (MOCS) and Jamaica Bay Restoration Corps (JBRC) projects as described in the chart below.

Disaster NEG supported workers must meet the eligibility criteria as established under this grant. Funds can only be used to hire temporary workers and to purchase disaster-related supplies. Available funds may be used to provide humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands. Up to 7% of your total expenditures may be charged to administration. All charges against this program must be reported monthly to PeopleSoft to Program 187 as follows:

<i>NEG Hurricane expense</i>	<i>Peoplesoft Account/Description</i>
LWIA Administration	516000 Administration
Participant Wages	516100 Wages
Participant Fringe Benefits	516101 Fringe
Supplies and Transportation	516107 Other
Supervisor Wages, Fringe, Prgm Oper Admin	511000 General

This NOA reflects the following projects approved for your LWIA.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	7,285,483.00	548,369.69	1,800,000.00	-0-	1,800,000.00
NYC SBS	522,023.00	39,292.05	130,506.00	-0-	130,506.00
NYC direct hire	15,000,000.00	1,129,032.26	7,500,000.00	-0-	7,500,000.00
NYC DHS	324,800.00	24,447.31	87,311.83	-0-	87,311.83
NYC MOCS	167,395.79	12,599.68	-0-	45,736.77	45,736.77
NYC JBRC	4,523,596.00	340,485.72	-0-	1,593,399.14	1,593,399.14
<b>Totals</b>	<b>27,823,297.79</b>	<b>2,094,226.71</b>	<b>9,517,817.83</b>	<b>1,639,135.91</b>	<b>11,156,953.74</b>

NEG funded participant services must be properly recorded and entered timely into our case management system. The Department created a Disaster NEG desk guide which is located on the internet at: <http://labor.ny.gov/workforcenypartners/osos-desk-guide-neg-disaster.pdf>.

A bi-weekly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for the first three months of this project. Subsequent to that time monthly summary reports will be required.

Any questions concerning this information should be directed to Mr. Jeffrey Martin, State Representative at 212-775-3352.

Sincerely,

A handwritten signature in blue ink that reads "Karen A. Coleman". The signature is fluid and cursive.

Karen A. Coleman  
Deputy Commissioner  
for Workforce Development

Attachment

cc: Mr. Ismail Mohamed  
Ms. Michelle Light  
Mr. Jeffrey Martin  
Mr. Yona Tapuchi  
Ms. Delores Caruso

LWIA: New York City  
 Grantee: Michael R. Bloomberg  
 Mayor, New York City

GRANTOR: The Governor of New York through  
 the New York State Department  
 of Labor

This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14)  
 NEG Hurricane Sandy (10/30/12 - 9/30/13)

NYSDOL Contacts: Jeff Martin

TELEPHONE: (212) 775-3352

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$18,999,810.90	\$0.00	\$18,999,810.90
CFDA# 17.258,17.259,17.278 T-1B Admin	\$5,997,330.00	\$0.00	\$5,997,330.00
CFDA# 17.258 T-1B Adult	\$20,450,578.50	\$0.00	\$20,450,578.50
CFDA# 17.278 T-1B Dislocated Worker	\$14,525,580.60	\$0.00	\$14,525,580.60
CFDA# 17.277 T-1B NEG Disaster	\$9,517,817.83	\$1,639,135.91	\$11,156,953.74

Approved by:

  
 Karen A. Coleman  
 Deputy Commissioner for Workforce Development

01/07/13