

Interagency Agreement

**Between
Office of Administrative Trials and Hearings (OATH)
And
Taxi and Limousine Commission (TLC)**

**For
Transfer of TLC Tribunal Operations to OATH**

INTERAGENCY AGREEMENT

Background

This Agreement sets forth agreements between the **Office of Administrative Trials and Hearings (OATH)** and the **Taxi and Limousine Commission (TLC)** in anticipation of the forthcoming consolidation of the TLC tribunal into OATH. The parties anticipate that the functional transfer will be effective July 1, 2011. The purpose of this document is to ensure that the functional transfer is seamless and that both agencies' operations can continue and be enhanced without disruption. It identifies the personnel to be transferred and the budget/headcount associated with the transfer. It also memorializes specific agreements entered into by TLC and OATH regarding the terms of the functional transfer. This document addresses all agreements between TLC and OATH concerning the functional transfer as of the date of the signatures below.

1. Fitness Hearings

OATH will conduct hearings as to the fitness of applicants for licensure until such time as the TLC rules are amended to provide otherwise and TLC has sufficient staffing in place. This will be applicable to all new applicants and ongoing cases as of July 1, 2011.

2. Personnel

- a) TLC agrees to transfer to OATH all persons and lines listed in Appendix A. It further agrees that if a specific individual is not transferred for any reason, the line for that position and all funding associated with it will be transferred to OATH.
- b) TLC and OATH agree that Deputy Commissioner Ray Scanlon will not be transferred to OATH, but that the funding of \$134,984 and line associated with his position will be transferred to OATH.
- c) TLC agrees to transfer the vacant secretarial line previously held by Dolly Ragoo in the Executive Office of the tribunal, and the associated funding in the amount of \$47,340, to OATH.

2. Budget

- a) TLC agrees to transfer to OATH 24 full-time headcount and \$2,360,822.04 of PS and OTPS funds, as detailed in Appendix B.
- b) In order to ensure the accuracy of the FY12 OTPS funds transfer, TLC and OATH agree to develop a tracking system for costs associated with OTPS budget

categories (including office supplies, postage, IT supplies, and equipment service contracts) because the costs associated with the tribunal could not be segregated and/or determined. The tracking of these costs will occur for a period of at least 8 months, beginning July 1, 2011. The resulting OTPS costs will be negotiated as part of a potential OTPS transfer to OATH effective July 1, 2012.

3. Revenue

- a) TLC's cashier windows will remain located with OATH at the Long Island City facility, but personnel engaged in these functions will remain employed by TLC. TLC will credit all fine revenue collected to OATH revenue source 820 0201 00603 - Taxi Fines, in the following 4 sub revenue sources: 820DO - Driver Overcharges, 820FI - Fines, 820PP - Prepaid Fines, and 820TF - Towing Fees.
- b) Upon request, TLC will promptly provide OATH with revenue information.

4. Facilities

- a) Those portions of the following locations, which are currently occupied by TLC for use of its tribunal, will be transferred to OATH:
 - (i) 33 Beaver Street, New York, NY, and
 - (ii) 32-02 Queens Boulevard, Long Island City, NY
- b) OATH will provide sufficient space at the above facilities for TLC to conduct licensing applicant interviews and fitness review hearings at the request of the TLC Deputy Commissioner for Licensing and Standards, beginning on the date that rules providing for same go into effect.
- c) TLC agrees to pay rent for the Beaver Street and Long Island City locations until June 30, 2012, unless OATH and TLC mutually agree otherwise.
- d) TLC agrees to pay all maintenance, repair, and cleaning expenses associated with these locations, without reduction of the current service levels. TLC agrees to promptly designate facility contacts and address facility-related issues expeditiously when they arise.
- e) Nicholas Venezia will be the designated first-contact person at TLC to deal with facility issues.
- f) Linda May will be the designated first-contact person at OATH to deal with facility issues.
- g) TLC and OATH agree to work together with the Department of Citywide Administrative Services with regard to renegotiation of the Long Island City facility lease

and/or any relocation. Any budget modifications resulting from those renegotiations and/or relocations will be subject to a separate agreement.

- h) The tribunal space located at JFK Airport will remain subject to the terms of the existing agreement with the Port Authority of New York and New Jersey.
- i) TLC and OATH agree to work together to ensure sufficient space for OATH back office needs, including file rooms, mail rooms, shared clerical access, and other shared equipment, space, and services at all relevant locations.
- j) Hearings currently conducted at TLC's Richmond Terrace, Staten Island facility will be transferred to OATH's hearing facility on Staten Island as soon as practicable after the date of the functional transfer.
- k) From July 1, 2011 to June 30, 2012, TLC agrees to pay the following:
 - i. All costs associated with a new in-house security system in the Long Island City and Beaver Street facilities, including the issuance of appropriate security access cards.
 - ii. All costs associated with the security station on the first floor of the Long Island City facility. Security staff will continue to report to TLC.
- l) TLC and OATH agree to develop electronic tracking processes and/or systems for costs associated with items 4(a)-(k), inclusive, which were not included in the OTPS transfer for FY12 because the costs associated with the tribunal could not be segregated and/or determined. The tracking of these costs will occur for a period of at least 8 months, beginning July 1, 2011. The resulting OTPS costs will be negotiated as part of a potential OTPS transfer to OATH effective July 1, 2012.
- m) OATH will prepare and submit to OMB a request for capital funds in order to refurbish transferred facilities at the Long Island City location.

5. Information Technology

TLC and OATH agree to work together to support the existing Access-based adjudications system until NYCServ can replace it. Detailed terms of agreement between TLC and OATH will be outlined in a separate IT agreement between TLC and OATH to be completed no later than June 10, 2011.

6. Telecommunications and Videoconferencing Equipment

- a) TLC agrees to pay all costs associated with telecommunications equipment, including but not limited to all telephone and Language Line bills. All costs associated with the transfer of the existing telephone system to a Voice-Over Internet Protocol (VOIP) service, and all costs associated with the T-1 telephone line linking Long Island City and JFK Airport locations, will continue to be paid by TLC until June 30, 2012.
- b) TLC and OATH agree to develop electronic tracking processes and/or systems for costs associated with item 6(a), which were not included in the OTPS transfer for FY12 because the costs associated with the tribunal could not be segregated and/or determined. The tracking of these costs will occur for a period of at least 8 months, beginning July 1, 2011. The resulting OTPS costs will be negotiated as part of a potential OTPS transfer to OATH effective July 1, 2012.
- c) TLC will confirm that VOIP is compatible with the Language Line system.
- d) In addition, all costs associated with the videoconference system used for TLC tribunal purposes in the Staten Island space will continue to be paid by TLC without a reduction of the current service levels for as long as OATH continues to use it.

7. Assets

All furniture, equipment, IT and other assets currently used by TLC for use at its tribunal will be transferred to OATH. However, all Blackberries, laptops, and other mobile equipment will be returned to TLC.

8. Car and Parking

- a) TLC agrees to generate an interagency Transfer of Ownership to OATH, for one (1) Toyota Prius 2004 Hybrid/Gas Electric Sedan (tire size: P185/65R15; fuel type: Hybrid Gas / Electric; vehicle identification number JTDKB22U240059930) for its exclusive use.
- b) OATH will be responsible for the registration, maintenance, repair and fueling of this vehicle. TLC also agrees to notify the Department of Transportation to re-designate the assigned on-street parking space at its Long Island City facility to change signage to state that OATH has rights to the relevant space. OATH will be responsible for filing for any requested parking permits associated with the vehicle and for obtaining a valid EZ-Pass associated with the vehicle.

9. Miscellaneous Costs

Tribunal files for hearings held prior to June 30, 2011 will continue to be stored by TLC at TLC's expense. Tribunal files for hearings held after June 30, 2011 will be stored by OATH.

From July 1, 2011 to June 30, 2012, TLC agrees to pay rent and all costs associated with an off-site storage facility for tribunal files and other storage needs associated with the tribunal.

TLC and OATH agree to develop tracking systems for costs associated with these items, which were not included in the OTPS transfer for FY12 because the costs associated with the tribunal could not be segregated and/or determined. The tracking of these costs will occur for a period of at least 8 months, beginning July 1, 2011. The resulting OTPS costs will be negotiated as part of an OTPS transfer to OATH effective July 1, 2012.

10. Miscellaneous Functions

- a) TLC and OATH agree that all pre-hearing data entry functions will remain with TLC. Pre-hearing data entry requires staff to input data relating to summonses into a database for use by OATH and TLC. Personnel engaged in these functions will remain under the control and jurisdiction of TLC.
- b) TLC and OATH agree that all post-hearing data entry functions currently performed by tribunal staff will be transferred to OATH. Post-hearing data entry requires staff to input data relating to a variety of tribunal-related outcomes for use by OATH and TLC. Personnel engaged in these functions will be under the control and jurisdiction of OATH.
- c) To the extent that TLC is unable to generate them itself, OATH will provide the reports TLC currently receives from the tribunal. Reports on other items will be determined jointly by OATH and TLC. OATH and TLC will consult on potential new reports when the tribunal transitions to NYCServ.

11. Meetings

TLC and OATH agree to participate in regular meetings to be held on at least a monthly basis to address issues related to consolidation, including but not limited to: facilities, facilities management, asset management, IT and telecommunications resources, security services and other issues related to the functional transfer and tribunal needs. OATH and TLC also agree to meet on at least a monthly basis, but more often as necessary, to address any initiatives and changes that impact both agencies. These will include but not be limited to any proposed changes to rules, regulations or procedures, and IT systems. As necessary, OATH will consult with TLC before it implements any operational changes that could affect TLC's enforcement and licensing operations. TLC and OATH agree to resolve any such issues expeditiously and cooperatively.

12. Agency Contact

OATH and TLC each agree that the following individuals will serve as the chief contact person to respond to issues concerning the functional transfer and/or terms of this agreement.

<u>Agency</u>	<u>Contact</u>	<u>Title</u>	<u>Contact Information</u>
OATH	Scott Mason	1 st Deputy Chief Executive	smason@oath.nyc.gov
TLC	Conan Freud	Deputy Commissioner for Finance and Administration	freud@tlc.nyc.gov

13. Effective Date

This Memorandum of Understanding is effective as of July 1, 2011.

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding on the dates appearing below their respective signatures.

THE CITY OF NEW YORK
TAXI AND LIMOUSINE
COMMISSION

By: _____

David Yassky
Commissioner

Date: _____

THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS
AND HEARINGS

By: _____

Suzanne A. Beddoe
Chief Administrative Law Judge

Date: 6/13/11