

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DEPARTMENT OF INFORMATION TECHNOLOGY AND  
TELECOMMUNICATIONS**

**AND .**

**THE NEW YORK CITY COMMISSISON ON HUMAN RIGHTS**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”), effective as of the date of the last dated signature herein (“Effective Date”), between the **New York City Department of Information Technology and Telecommunications** (“DoITT”), the administrative offices of which are located at 255 Greenwich Street, 9<sup>th</sup> Floor, New York, New York 10007, and the **New York City Commission on Human Rights** (the “Commission”), the central office of which is located at 22 Reade Street, New York, New York 10007. DoITT and the Commission are each referred to as a “Party” and collectively as “Parties.”

RECITALS

**WHEREAS**, DoITT is the technology services agency for the City of New York and had previously provided a single Ethernet Private Line (“EPL”) to extend Citynet services through DoITT’s distribution switch located at 210 Joralemon Street, Brooklyn, New York 11201 (hereinafter the “Distribution Switch”) to the Commission’s Brooklyn Community Relations Service Center, located at 275 Livingston Street, Brooklyn, New York 11201 (hereinafter the “Livingston Street Office”); and

**WHEREAS**, the Commission’s Brooklyn Community Relations Service Center has moved to 25 Chapel Street, Brooklyn, New York 11201 (hereinafter the “Chapel Street Office”), and the Commission desires DoITT to continue providing the same EPL and associated service to the Chapel Street Office.

**NOW, THEREFORE**, DoITT and the Commission agree as follows:

1. TERM, TERMINATION & EXTENSION

- a) The term of this MOU is for one year from the Effective Date and will be automatically renewed annually, unless terminated by either Party pursuant to Section 1(b) below.
- b) Either Party may terminate this MOU for convenience upon thirty (30) days written notice to the other Party.

## 2. SCOPE OF SERVICES

- a) DoITT shall provide the Commission with a single Ethernet Private Line (“EPL”) to extend Citynet services to the Chapel Street Office through the Distribution Switch.
- b) DoITT may conduct periodic repair or maintenance work on the Distribution Switch outside of normal business hours that could affect the availability of services at the Commission’s Chapel Street Office. However, DoITT agrees that it will notify the Commission in advance of any such planned work. The Parties further agree that DoITT shall not be required to obtain the Commission’s prior approval when conducting business critical maintenance activities that may affect services at the Chapel Street Office, but DoITT shall endeavor to provide the Commission of notice of any such activities whenever possible.
- c) The Commission understands that a failure of EPL (whether related to problem at the carrier end or at Citynet node) will impact, and potentially will cause disruption and downtime to the Commission’s network at the Chapel Street Office, and under such circumstances, the Commission’s network traffic to Chapel Street Office will only get restored once the impairment is fixed.
- d) The Parties agree and acknowledge that the EPL service is provided to the Commission by the carrier under City contract number CT1-858-20141406032 and the service levels for the EPL are set forth by Carrier in Attachment SL to that contract. The Commission will report any issues with the EPL to DoITT via standard Citywide Service Desk process.

## 3. MISCELLANEOUS

- a) **Entire Agreement.** This MOU 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 MOU shall be deemed to exist, or to bind any of the Parties hereto, or to vary any of the terms contained herein.
- b) **Counterparts.** This MOU may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- c) **No Third Party Beneficiary.** This MOU shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. The provisions of the MOU shall be solely for benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereto.
- d) **Modification.** To be valid, an amendment to this Agreement must be in writing and signed the Parties.

- e) **Notice.** Any notice sent pursuant to this Agreement must in writing and sent by email, overnight courier (i.e., FedEx or UPS), first class mail or certified mail, return receipt requested, with postage prepaid to the parties as follows:

**DoITT: Michael Bimonte**  
**Deputy Commissioner, IT Services**  
**11 MetroTech Center, 5<sup>th</sup> Floor**  
**Brooklyn, NY 11201**  
[mbimonte@doitt.nyc.gov](mailto:mbimonte@doitt.nyc.gov)

**The Commission: Stacey Blissett**  
**Chief Information Officer**  
**22 Reade Street, 2<sup>nd</sup> Floor**  
**New York, NY 10007**  
[sblissett@cchr.nyc.gov](mailto:sblissett@cchr.nyc.gov)

**With a copy to: Melissa S. Woods**  
**First Deputy Commissioner/General Counsel**  
**22 Reade Street, 2<sup>nd</sup> Floor**  
**New York, NY 10007**  
[mwoods@cchr.nyc.gov](mailto:mwoods@cchr.nyc.gov)

**[Remainder of Page Intentionally Blank – Signatures on Following Page]**

NYC COMMISSION  
ON HUMAN RIGHTS  
OPERATIONS UNIT  
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The Parties hereto have executed this Agreement on the dates appearing below their respective signatures:

New York City Department of Information Technology and Telecommunications

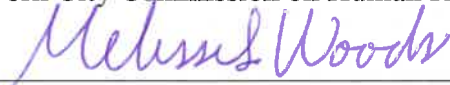
By: 

Name: \_\_\_\_\_

Title: **Annette Heintz**  
**Deputy Commissioner**

Date: 10/12/14

New York City Commission on Human Rights

By: 

Name: Melissa S. Woods

Title: First Deputy Commissioner/General Counsel

Date: 9/28/14