

**MEMORANDUM OF UNDERSTANDING AMONG
THE DEPARTMENT OF CORRECTION, BROOKLYN PUBLIC LIBRARY,
QUEENS BOROUGH PUBLIC LIBRARY AND
NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS
FOR PROVISION OF TELEVISITING SERVICES IN CORRECTIONAL FACILITIES**

PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") dated as of _____ represents an agreement by and among the New York City Department of Correction ("DOC"), Brooklyn Public Library ("BPL"), Queens Borough Public Library "QBPL") and The New York Public Library, Astor, Lenox and Tilden Foundations ("NYPL") (collectively BPL, QBPL and NYPL shall be referred to as "The Libraries") (each a "Party" and collectively, the "Parties") concerning a program of video visitation ("Televisiting").

WHEREAS, DOC provides for the care, custody and control of persons accused of crimes or convicted and sentenced to one year or less of jail time;

WHEREAS, BPL is a not-for-profit organization with a mission to preserve and ensure the transmission of society's knowledge, history and culture;

WHEREAS, QBPL is a not-for-profit organization with a mission to transform lives by cultivating personal and intellectual growth and by building strong communities;

WHEREAS, NYPL is a not-for-profit organization with a mission to inspire lifelong learning, advance knowledge and strengthen our communities;

WHEREAS, the Libraries currently run the Televisiting Program that connects incarcerated people with their families via video link set up at neighborhood libraries across the five boroughs; and

WHEREAS, the Parties desire to set forth their respective roles in connection with the implementation of the Program.

NOW, THEREFORE, this MOU sets forth the terms upon which the Parties intend to cooperate in the implementation of the Program, as follows:

I. DESCRIPTION OF THE PROGRAM AND SERVICES

A. The Televisiting Program

The Televising Program scope shall include, but not be limited to, the scope of work attached hereto as Exhibit A and incorporated herein by reference. Notwithstanding anything in this section or elsewhere in this Agreement, upon the mutual written consent of DOC and The Libraries, the allocation of the Services and tasks may be adjusted to accommodate the ongoing circumstances arising in the Televisiting Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of DOC

- (1) DOC/ Criminal Justice Bureau (“CJB”) will schedule family visits to begin at 3pm and end at 8 pm Monday – Friday. If there is an urgent need for the session to begin before 3pm, DOC/CJB will try to accommodate the request if the facility’s Video Teleconferencing (“VTC”) calendar permits.
- (2) DOC warrants that it will provide staffing at each facility to escort inmates to and from video booths at scheduled times for the Televisiting Program. However, facility security operations will take precedence and may affect the production of an inmate.
- (3) DOC will act in good faith in the implementation and enforcement of this MOU.
- (4) DOC will not hold the Libraries liable for unintentional violations of the procedures required in this MOU but reserves the right to cancel or terminate a visit when it is determined the Libraries are not in compliance with the terms of this MOU.
- (5) DOC/CBJ will be responsible for determining if any person participating in the Program (hereinafter a “Televisor”) listed on the form submitted by the libraries (the “ VTC Production Form”) is to be prohibited from participating in the Televisiting Program. DOC/CJB is to notify the participating Library in advance of the names of any Televisitors prohibited from participating
- (6) At the time of the signing of this MOU, DOC does not audio record Televisiting sessions. A Genetec camera is installed in each video booth and records for security purposes, positioned to capture the inmate only. In the event that DOC intends to activate audio recording of a Televisit session, DOC shall inform the Libraries prior to activating any audio recording so that the Libraries may inform Televisitors.
- (7) In order to provide Televisitors with informed consent regarding the Libraries sharing their names with DOC, DOC will provide the Libraries accurate and updated information regarding the following (“Disclosure Information”) which the Libraries will incorporate onto a form (the “Disclosure Form”):
 - (a) what information is stored by DOC;
 - (b) whether or not DOC is sharing the information with any third parties, including city, state or federal law enforcement or immigration enforcement agencies;
 - (b) the length of time that DOC will keep the information;
 - (c) the method of storage of the information.

The Disclosure Information as of the date hereof is set forth on Exhibit B.

B. Responsibilities of the Libraries

- (1) The Libraries will act in good faith in the implementation and enforcement of this MOU.
- (2) The Libraries agree to obtain picture identification issued by federal, state or local government, as set forth in subsection (a) below, from Televisitors prior to a Televisit. For each visit, every person sixteen (16) years of age or older must present one form of valid identification that contains a distinguishable photograph and signature. Children under the age of 16 who are accompanied by an adult over 18 are not required to present any identification at all in order to participate in Televisit. The adult accompanying an individual under the age of sixteen (16) shall provide the library the name, date of birth, and gender of the child.

- a) Valid identification must be unexpired, verifiable, unaltered, include a distinguishable photograph and signature, and be one of the following:
- Drivers License with photo and signature (from any state or territory in the United States);
 - Resident Alien Card or Permanent Resident Card issued by the United States Department of Justice (e.g., Green Card);
 - Passport from any nation;
 - School identification (from any state or territory in the United States);
 - Employment identification card (from any state or territory in the United States);
 - New York State Benefits Identification Card (e.g., medicaid/food stamp photographic identification);
 - United States Armed Services identification card;
 - New York State Department of Motor Vehicles Non-Drivers License Identification Card (from any state or territory in the United States); or
 - Consulate issued identification or Diplomatic identification.
 - New York City ID Card
- b) A sixteen (16) or seventeen (17) year old with valid identification may accompany a child under the age of sixteen (16) if he or she is the parent of that child and the inmate being visited is also the parent of the same child. In this case, the sixteen (16) or seventeen (17) year old must produce a birth certificate for the child under the age of sixteen (16).
- (3) The Libraries shall record the identity of each Televisitor on the VTC Production Form as well as the relationship to the inmate.
- (4) Prior to forwarding the VTC Production Form to DOC, each Library shall inform each prospective Televisitor that their name and relationship to the inmate will be shared with DOC. The Disclosure Information that the Libraries shall provide to prospective Televisitors shall be based on the information outlined in Section II.A.(5), Section II.B.(5), and Section II.B.(6).
- (5) The Libraries shall inform all Televisitors that if they are a supervised parolee and have not received permission from their parole officer to participate in a Video Visitation, their request for a Televisit will be denied. The Libraries shall rely on the disclosure by the individual Televisitor regarding parole violations related to the Televisit Program and shall have no obligation to verify the Televisitors self-disclosed parole status.
- (6) The Libraries shall inform all Televisitors that if they have any court orders that prevents them from contacting the incarcerated individual (e.g. orders of protection, custody/visitation orders, etc.), their request for a Televisit will be denied. The Libraries shall rely on the disclosure by the individual Televisitor regarding any legal restrictions related to Televisiting and shall have no obligation to verify the Televisitor's self-disclosed restrictions.
- (7) The Libraries will contact the inmate's housing facility's video teleconferencing units to reserve a video booth. Booths may be reserved up to 30 days in advance. Booths are reserved in the order the request is received. The Library must reserve the video teleconferencing booth before submitting the VTC Production Form.
- (8) The Libraries agree to provide DOC with a completed VTC Production Form (substantially in the form attached hereto as Exhibit C) which will include all pertinent information regarding the inmate's production; the VTC Production Form must be completed in its entirety and received by 3pm for the next day's production; for Monday sessions the sheet must be received by 3pm on a Friday. Except for the Libraries' obligation to review picture identification set forth in Section III.B.(2) above, the Libraries shall have no obligation to

verify the information provided by Televisitors necessary to complete the VTC Production Form.

- (9) The Libraries agree to provide the Office of Court Administration with a completed Bridge Reservation Form in order to reserve the OCA bridge, or any successor technology. The Libraries are unable to connect to DOC without the OCA bridge. A copy of the OCA Bridge Reservation form must be provided to CJB.
- (10) The Libraries will notify by phone or email both the CJB and the DOC facility Program staff if a visit needs to be cancelled.
- (11) The Libraries will provide at least 1 (one) Televisit unit in each borough for use for library based Televisiting Program services to DOC facilities.
- (12) The Libraries shall each enforce their own policies addressing the behavior of members of the public in the library, all of which have been shared with DOC prior to the signing of this MOU. In addition, the Libraries shall inform Televisitors that DOC policy prohibits bringing electronic devices or weapons into the Televisit booth.
- (13) The Libraries and DOC shall cooperate with each other in all respects that may be necessary or appropriate to facilitate the Televisiting Program, including but not limited to attending project meetings and making personnel available for consultation purposes, and shall ensure that their employees and any consultants provide timely responses to inquiries by any of the parties to this MOU. DOC shall be notified prior to the creation of new Televisit Library sites.
- (14) Notwithstanding anything herein to the contrary, Libraries will not be held liable by DOC for unintentional violations of the procedures required in this MOU, but DOC reserves the right to cancel or terminate a visit when it is determined the Libraries are not in compliance with the terms of this MOU.

III. NOTICES AND CONTACTS

The Libraries designate the following units as the primary points of contact:

For BPL: For programmatic matters:
 BPL Outreach Services,
 Attention: Eva Raison
 ~~eraison@bklynlibrary.org~~
 (718) 230-2715 x183

For Legal Notices:
Chloe Wasserman
General Counsel
10 Grand Army Plaza,
Brooklyn, NY 11238
~~cwasserman@bklynlibrary.org~~

For QBPL: For programmatic matters:
 QBPL Community Outreach
 Attention: Kim McNeil Capers
 ~~Kim.McNeilCapers@queenslibrary.org~~
 (718) 990-8669

For legal notices:

Sung Mo Kim
General Counsel
89-11 Merrick Boulevard
Jamaica, NY 11432
sungmo.kim@queenslibrary.org.

For NYPL: For programmatic matters
Outreach Services and Adult Programming
Attention: Anita Favretto
212-592-7704

For legal notices:
Jesse Meshkov
Assistant General Counsel
445 Fifth Avenue--4th Floor
New York, New York 10016
jessemeshkov@nypl.org

DOC designates the following unit as its primary programmatic point of contact:

Carole James, Executive Director of CJB

OCA Video Group for connectivity issues related to the bridge

IV. TERM AND TERMINATION

- A. This Agreement shall take effect as of the date first written above and shall expire within three (3) years thereafter, unless earlier terminated or extended by the terms of this Agreement.
- B. Any party may terminate this Agreement by giving thirty (30) days' written notice to the other party. If this Agreement is terminated prior to the end of the Term, the Parties will provide an orderly shutdown of the Program.
- C. In the event of a termination or at the end of the term, all equipment used for the Televisiting Program shall remain the property of the purchasing entity.
- D. This Agreement may be extended for an additional term of one (1) year upon the mutual written agreement of the parties.

V. GENERAL TERMS

- A. **Modification.** This Agreement may, from time to time, be modified by a writing signed by authorized representatives of the Parties. It may not be altered, modified, rescinded or extended orally.
- B. **Applicable Law and Severability.** This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of New York. If any term in this MOU is to any extent invalid, illegal or incapable of being enforced, such term shall be

excluded and/or modified to the text of such invalidity, illegality or unenforceability all other terms hereof shall remain in full force and effect.

- C. **Entire Agreement.** The Parties acknowledge and agree that this MOU (together with any attachments thereto) constitute the entire agreement of the Parties with respect to the Program and supersede all prior agreements and understandings, whether written or oral, among the Parties with respect to the Program.
- D. **Successors and Limitations on Transfers.** Each Party agrees that it shall not assign, transfer, convey or otherwise dispose of this Agreement except by operation of law, without the prior written consent of the other party. This Agreement shall be binding upon and for the benefit of the Parties hereto and each of their respective successors and permitted assigns.
- E. This Agreement may be executed in counterparts, each of which is deemed an original but all constitute one and the same instrument.

Signatures on following page.

This Agreement has been duly executed by the parties' authorized representatives.

New York City Department of Correction

By: Cynthia Brann

Cynthia Brann, Commissioner

Date: August 16, 2018

Brooklyn Public Library

By: _____

Linda Johnson, President & CEO

Date: _____

Queens Borough Public Library

By: _____

Dennis M. Walcott, President & CEO

Date: _____

New York Public Library, Astor, Lenox and Tilden Foundations

By: _____

Anthony W. Marx, President & CEO

Date: _____

Signature Page to Televisiting Memorandum of Understanding

EXHIBIT A

Library Televisiting Program is a service in the City's 3 library systems to provide free live video services for families who wish to visit with their NYC DOC incarcerated loved ones at public library branches across the five boroughs.

As part of the Televisiting Program, New Yorkers can receive the following services:

- Visit with incarcerated loved ones in NYC DOC jail facilities for up to an hour through live video (Skype-like) for free at select library locations
- Select from specially curated children's books to read along with incarcerated parents through live video

* Televisiting Program services are offered by appointment only.*

Televisiting Program services are offered at the following times and library branch locations, which is subject to change based on, but not limited to, changes in funding, staffing, and branch closures:

Bronx:

Grand Concourse 155 East 173rd Street Bronx, NY 10457 MON 5PM-6:30PM	Hunts Point 877 Southern Boulevard Bronx, NY 10459 TUE & THU 3PM-6PM	Parkchester 1985 Westchester Avenue Bronx, NY, 10462 WED 3:00-7:00PM	Melrose 910 Morris Avenue Bronx, NY, 10451 TUE & THU 3:00-5:30PM
---	---	---	---

Brooklyn:

Bedford Library 496 Franklin Avenue Brooklyn, NY 11238 MON, TUE, FRI 3PM-5:30PM WED, THU 3PM-7:30PM	Brownsville Library 61 Glenmore Ave. at Watkins Brooklyn, NY 11212 MON, THU, FRI 3PM-5:30PM TUE, WED 3PM-7:30PM	Bushwick Library 340 Bushwick Ave. at Seigel Brooklyn, NY 11206 MON, TUE, FRI 3PM-5:30PM WED, THU 3PM-7:30PM
Canarsie Library 1580 Rockaway Pkwy Brooklyn, NY 11236 MON, FRI 3PM-5:30PM TUE, WED, THU 3PM-7:30PM	Central Library 10 Grand Army Plaza Brooklyn, NY 11238 MON-THU 3PM-8:00PM FRI 3PM-5:30PM	Coney Island Library 1901 Mermaid Ave. Brooklyn, NY 11224 MON, TUE, FRI 3PM-5:30PM WED, THU 3PM-7:30PM
Crown Heights Library 560 New York Ave. at Maple Brooklyn, NY 11225	Flatbush Library 22 Linden Blvd. at Flatbush Brooklyn, NY 11226	Macon Library 361 Lewis Ave. at Macon St. Brooklyn, NY 11233

MON, THU, FRI 3PM-5:30PM TUE, WED 3PM-7:30PM	MON, WED, FRI 3PM-5:30PM TUE, THU 3PM-7:30PM	MON, FRI 3PM-5:30PM TUE, WED, THU 3PM-7:30PM
New Lots Library 665 New Lots Ave. at Barbey Brooklyn, NY 11207	New Utrecht Library 1743 86th St. at Bay 17th St. Brooklyn, NY 11214	Red Hook Library 7 Wolcott St. at Dwight St. Brooklyn, NY 11231
MON, FRI 3PM-5:30PM TUE, WED, THU 3PM-7:30PM	MON, FRI 3PM-5:30PM TUE, WED, THU 3PM-7:30PM	MON, WED, FRI 3PM-5:30PM TUE, THU 3PM-7:30PM

Manhattan:

125th Street Library 224 East 125th Street New York, NY, 10035 MON 3PM-6PM	Hamilton Grange 503 West 145th Street New York, NY, 10031 MON-WED 3PM-6PM
Tompkins Square Library 331 East 10th Street New York, NY, 10009 WED 3PM-6PM	

Queens:

Central Library 89-11 Merrick Blvd Jamaica, NY 1143 (Yellow Conference Room) MON-FRI, 3PM-7PM	Far Rockaway Swing Space 1001 Beach 20th St. Far Rockaway, NY 11691 (Small class room by the front door) MON-THU, 3PM-7PM
Long Island City 37-44 21st St, Long Island City, NY 11101 (Meeting room B) MON 3:30PM-7:00PM	

Staten Island:

St George

5 Central Ave, Staten Island, NY 10301

THU 3PM-8PM

Participants can call 311 and say “video visitation” or call the library systems directly. For Brooklyn Public Library participants can call: 718-916-9408 (or telestory@bklynlibrary.org). For New York Public Library (Bronx, Manhattan, Staten Island) call: 646-397-7618 (or videovisitation@nypl.org). For Queens Public Library call: 718-990-5104 (or videovisitation@queenslibrary.org).

Each library system will distribute flyers, posters, and brochures at program branches that will include the appointment schedule and description of the service.

This Agreement has been duly executed by the parties' authorized representatives.

New York City Department of Correction

By: Cynthia Brann

Cynthia Brann, Commissioner

Date: August 16, 2018

Brooklyn Public Library

By: Linda Johnson

Linda Johnson, President & CEO

Date: September 4th 2018

Queens Borough Public Library

By: _____

Dennis M. Walcott, President & CEO

Date: _____

New York Public Library, Astor, Lenox and Tilden Foundations

By: _____

Anthony W. Marx, President & CEO

Date: _____

Signature Page to Televising Memorandum of Understanding

This Agreement has been duly executed by the parties' authorized representatives.

New York City Department of Correction

By: 

Cynthia Brann, Commissioner

Date: August 16, 2018

Brooklyn Public Library

By: _____

Linda Johnson, President & CEO

Date: _____

Queens Borough Public Library

By: _____

Dennis M. Walcott, President & CEO

Date: _____

New York Public Library, Astor, Lenox and Tilden Foundations

By: 

Anthony W. Marx, President & CEO

Date: _____

Signature Page to Televisiting Memorandum of Understanding

This Agreement has been duly executed by the parties' authorized representatives.

New York City Department of Correction

By: Cynthia Brann

Cynthia Brann, Commissioner

Date: August 16, 2018

Brooklyn Public Library

By: _____

Linda Johnson, President & CEO

Date: _____

Queens Borough Public Library

By: Dennis M. Walcott

Dennis M. Walcott, President & CEO

Date: September 4, 2018

New York Public Library, Astor, Lenox and Tilden Foundations

By: _____

Anthony W. Marx, President & CEO

Date: _____

Signature Page to Televisiting Memorandum of Understanding

