

MEMORANDUM OF UNDERSTANDING  
by and between  
THE CITY UNIVERSITY OF NEW YORK and  
THE NEW YORK CITY MAYOR'S OFFICE TO COMBAT VIOLENCE and  
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/ HUMAN  
RESOURCES ADMINISTRATION

This MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement"), dated July 31, 2018, between The City of New York through the NYC Mayor's Office to Combat Domestic Violence ("OCDV") located at 100 Gold Street, 2nd Floor, New York, NY 10038; the Department of Social Services ("DSS")/Human Resources Administration ("HRA") located at 150 Greenwich Street, New York, NY 10007; and The City University of New York ("CUNY") on behalf of the John Jay College of Criminal Justice Center on Media, Crime and Justice, located at 524 West 59<sup>th</sup> Street, New York, NY 10019 (collectively, "the Parties").

WITNESSETH:

**WHEREAS**, the John Jay Center on Media, Crime and Justice ("CMCJ") is the nation's only practice- and research-oriented think tank devoted to encouraging and developing high-quality reporting on criminal justice, and to promoting better-informed public debate on the complex 21<sup>st</sup>-century challenges of law enforcement, public security and justice in a globalized urban society; and

**WHEREAS**, OCDV formulates policies and programs, coordinates the citywide delivery of domestic violence services, and works with diverse stakeholders to increase awareness about domestic violence; and

**WHEREAS**, OCDV is seeking to work collaboratively with CMCJ on the development and implementation of a Fellowship Program for journalists on Domestic Violence in order to improve the quality of domestic violence reporting in the media within the City; and

**WHEREAS**, OCDV, HRA and CMCJ wish to work together to ensure successful implementation of the Domestic Violence and Media Fellowship Program;

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

**ARTICLE 1. TERM OF PERFORMANCE**

The term of this Agreement shall be from January 1, 2018 through June 30, 2018, unless performance of services described in Scope of Services are completed sooner, whereby the Agreement shall terminate upon written notification to the Parties that services have been completed by the Party completing such services, or the Agreement is sooner terminated pursuant to Article 4 herein.

## **ARTICLE 2. SCOPE OF SERVICES**

- A. On May 22, 2018 and May 23, 2018, CMCJ will host a two-day symposium on domestic violence reporting in the media at John Jay College, located at 524 W 59th St, New York, NY 10019.
- B. CMCJ will engage in outreach and recruitment in order to identify 25 journalists from the NYC Tri-State area to attend the symposium as Domestic Violence and the Media Fellows. By attending workshops and panel discussions led by experts in both media and domestic violence, the Fellows will strengthen their domestic violence reporting by utilizing techniques such as eliminating victim-blaming language, incorporating survivor experiences into media reports and including resources for survivors.
- C. CMCJ will appoint a Research Coordinator who will develop the format, framework and agenda for the symposium; identify and recruit speakers, select and coordinate communication with journalists pre-symposium and respond to mentoring and research needs post-symposium; seek out relevant resources and research materials in collaboration with OCDV; coordinate and facilitate symposium workshops; and maintain and administer all web-related services for the project, including setting up webinars and email reach-outs, posting information regarding the conference to CMCJ's webpage, posting resource/research material on CMCJ's Crime Report platform, coordinating with CMCJ's IT support team on any issues, posting stories and other material from Fellows, and working with the journalism coordinator on maintaining contact with Fellows pre- and post-symposium.
- D. CMCJ will appoint a Technical Consultant with journalism expertise and experience with reporting on domestic violence to assist the Research Coordinator in identifying: 1) qualified speakers for the symposium; 2) specific journalists for Fellowship recruitment; and 3) topics for panel discussions and breakout workshops at the symposium.
- E. CMCJ will appoint a Fiscal Administrator to arrange, monitor, and report on payments and purchases for symposium services, including catering, printing and reproduction, promotional materials, travel and accommodation for Fellows and speakers, as required. The Fiscal Administrator will work with OCDV's Director of Budget and Grants to ensure all expenses regarding travel and catering are in compliance with City Guidelines according to Comptroller's Directive 6.

## **ARTICLE 3. PAYMENTS AND INVOICES**

- A. Upon execution of this Agreement, HRA will initiate the Intra-city transfer of funds to CUNY in an amount not to exceed sixty nine thousand nine hundred

seventy four dollars and twenty one cents (\$69,974.21), the maximum reimbursable amount ("MRA"), as set forth in the budget contained in Appendix A to this Agreement. HRA will transfer Intra-city funds in an amount not to exceed the MRA, to CUNY through the City's Fiscal Management System ("FMS").

- B. The parties acknowledge that, pursuant to a certain agreement dated October 20, 1983 between the Research Foundation of CUNY and CUNY, the Research Foundation will act as CUNY's fiscal agent to administer the funds received pursuant to this Agreement.
- C. Upon completion of services as described in Article 2, The Research Foundation shall electronically submit invoices and supporting documentation on behalf of CMCJ to the OCDV Director of Budget and Grants via email and to the HRA contact stated in Article 8 via hard copy for review. The invoices and supporting documentation will serve as proof and justification of all expenses incurred in accordance to the budget contained in Appendix A. OCDV, HRA, and the Research Foundation will discuss any discrepancies or missing information discovered during review of the invoices and supporting documentation. Upon request, the Research Foundation will provide responses and/or additional required documentation within 30 days of being notified of such findings. HRA will work with the Research Foundation to resolve any issues regarding expenditures which HRA believes may have been inaccurately documented or not authorized under this Agreement. If these issues cannot be resolved with reasonable efforts, OCDV and HRA may require reimbursement of such expenses.
- D. Upon HRA review and approval, HRA shall forward to DSS Finance for payment all invoices and supporting documentation. Request for payment is to be made on an official Intra-agency invoice with supporting documentation. All invoices and supporting documentation shall be sent for approval to:

NYC Department of Social Services  
Vendor Payments & Quality Assurance Fiscal &  
Procurement – Finance  
150 Greenwich Street, 33rd Floor  
New York, NY 10048  
Attn: Madlyn Korman

- E. The official intra-City invoice 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 DSS, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified and that the amount is solely for the operation of said program described on this invoice."*

- F. The final, HRA-approved invoice must be received by DSS Finance no later than July 15<sup>th</sup>, 2019.
- G. If OCDV and HRA believe that CMCJ has failed to deliver any required service in Article 2 or work product to the reasonable satisfaction of OCDV or HRA, they will work with CMCJ to resolve such issues. If these issues cannot be resolved with reasonable efforts, OCDV and HRA may require reimbursement of such expenses.

#### **ARTICLE 4. TERMINATION**

- A. Each party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Parties, or immediately for cause.
- B. After termination of this Agreement, no further obligations may be affirmatively incurred under this Agreement by CMCJ on behalf of OCDV. Any obligations incurred by CMCJ on behalf of OCDV prior to receipt of notice of termination and falling due after such date shall, however, be chargeable to the Intra-City account established by the parties for purposes of the transfer of funds in connection with this Agreement, as appropriate and allowable.

#### **ARTICLE 5. 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 6. RETENTION OF RECORDS**

The parties agree to retain copies of all their respective records related to this Agreement for a period of six (6) years after the final payment or termination of the Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by CMCJ, OCDV, or HRA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

#### **ARTICLE 7. ENTIRE AGREEMENT**

This 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.

**ARTICLE 8. NOTICES**

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in the Agreement, directed to the address of the parties as follows:

If to CMCJ:

John Jay College of Criminal Justice  
Center on Media, Crime and Justice  
524 West 59<sup>th</sup> Street  
New York, NY 10019  
Attention: Stephen Handelman

With a copy to:

John Jay College of Criminal Justice  
Office of Sponsored Programs  
524 West 59<sup>th</sup> Street, Room 601.07B  
New York, NY 10019  
Attention: Susy Mendes Cullen

And for fiscal matters:

CUNY Research Foundation:  
Research Foundation of CUNY  
230 West 41<sup>st</sup> Street  
New York, NY 10036  
Attention: Director of Grants and Contracts

And for legal matters:

Office of the General Counsel  
The City University of New York  
205 East 42<sup>nd</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10017

If to HRA:

NYC Human Resources Administration  
Emergency and Intervention Services  
150 Greenwich Street  
New York, NY 10007

Attention: Marie Cebea, Director of Fiscal Operations

If to OCDV:

Mayor's Office to Combat Domestic Violence  
100 Gold Street, 2<sup>nd</sup> floor  
New York, NY 10038

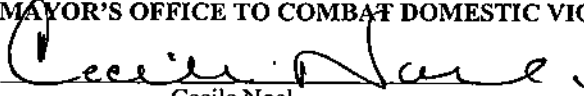
Attention: Elizabeth Dank, Deputy Commissioner/General Counsel

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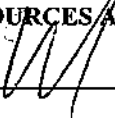
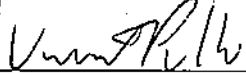
IN WITNESS WHEREOF, the parties have duly executed this Agreement in duplicate  
as of the date first written above.


**THE MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE**

By:   
Cecile Noel  
Commissioner

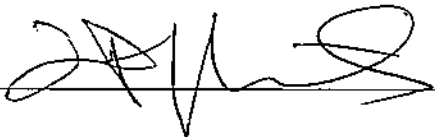
Date: \_\_\_\_\_

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

By:   
  
[Print Name]


  
[Title]  
Commissioner of the State Office of General Services  
Date: 7/31/14

**THE CITY UNIVERSITY OF NEW YORK on behalf of JOHN JAY COLLEGE**

By:   
Lorelta P. Martinez  
[Print Name]

General Counsel and VC For Legal Affairs  
[Print Title]

Date: 7/31/18

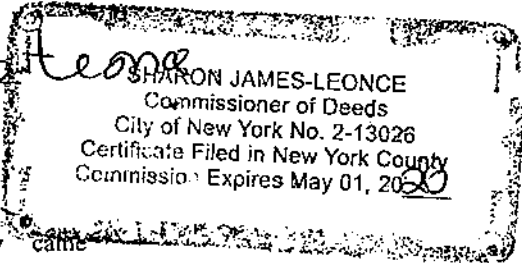
Approved As To Form  
  
The City University of New York  
Office of the General Counsel  
Date: 7/31/18

**ACKNOWLEDGEMENTS:**

STATE OF NEW YORK)  
COUNTY OF NEW YORK) SS.:

On this 31 day of July 2018, before me personally came Vincent Pulio, to me known and known to me to be acc of the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon James-Leonce  
NOTARY PUBLIC



STATE OF NEW YORK)  
COUNTY OF NEW YORK) SS.:

On this 30 day of July 2018, before me personally came Cecile Noel, to me known, and known to me to be the Commissioner of OCPU, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Hans M. Pennington  
NOTARY PUBLIC

**HANSEN M. PENNINGTON**  
Notary Public, State of New York  
No. 02PE6083678  
Qualified in New York County  
Commission Expires March 2, 2011  
April 17, 2019

STATE OF NEW YORK)  
COUNTY OF NEW YORK) SS.:

On this 31<sup>st</sup> day of July 2018, before me personally came Loretta P. Martinez, to me known, and known to me to be the General Counsel of City University of New York, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sophia Walsh-Newman  
NOTARY PUBLIC

**SOPHIA WALSH-NEWMAN**  
Notary Public, State of New York  
No. 01WA5023913  
Qualified in Queens County  
Commission Expires March 29, 2022



**APPENDIX A**

**Project Budget**

<b>A. PERSONNEL</b>	<b>Salary</b>	<b>Fringe</b>	<b>Total</b>
Financial Administrator 364 hrs @ \$33/hr 14 hrs/week x 26 weeks (13 pp) @ 37% (part-time A)	\$12,012	\$4,444.44 @ 37% (part-time A) + \$40.84 @ .0034% MTA=4,485.28	\$16,497.28
Project Associate/Web Coordinator 182 hrs @ \$30/hr (part-time A) 7 hrs/week x 26 weeks (6 pp) @ 37%	\$5,460	\$2,020.20 @ 37% (part-time A) + \$18.56 @ .0034% MTA=2,038.76	\$7,498.76
Journalism coordinator \$25/hour (480 hours total) for six months	\$12,000	\$1,080 at 9% (part-time B) + \$40.80 @ .0034% MTA= 1,120.80	\$13,120.80
Reassigned Time Center Director @ 51%	\$4,500	\$2,295 @ 51% (NO MTA)	\$6,795.00
<b>Sub-total</b>	<b>\$33,972</b>	<b>\$10,194.84</b>	<b>\$43,911.84</b>
<b>TOTAL PERSONNEL (SALARY +FRINGE)</b>			<b>\$43,911.84</b>
<b>INDIRECT SYMPOSIUM/ FELLOWSHIP EXPENSES</b>			
<b>1. Travel</b>			
Hotel for approx. 5 fellows/speakers* x 3 nights @ approx.. \$275/night	\$4,125		\$4,125
Transportation for 5 speakers/participants @ \$250	\$1,250		\$1,250
MISC travel expenses (taxis, per diem, etc.)	\$1,400		\$1,400

<b>Subtotal TRAVEL COSTS</b>	<b>\$6,775</b>		<b>\$6,775</b>
<b>2. Meeting costs</b>			
FOOD & CATERING 2 lunches @ \$13.5 pp x 35 participants=\$945 Coffee/continental breakfasts 2 @ \$8 pp x 30 participants=\$480	\$1,425		\$1,425
PRINTING & Reproduction/misc office costs	\$2,000		\$2,000
Web hosting \$200/month x 6	\$1,200		\$1,200
<b>Subtotal MEETING COSTS</b>	<b>\$4,625</b>		<b>\$4,625</b>
<b>3. Contractual</b>			
Technical consultant \$500/month for six months	\$3,000		\$3,000
<b>Subtotal Contractual costs</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>
<b>B.TOTAL DIRECT SYMPOSIUM EXPENSES (1-3)</b>	<b>\$14,400</b>	<b>\$0</b>	<b>\$14,400.00</b>
<b>TOTAL SYMPOSIUM COST</b>			<b>\$58,311.84</b>
<b>F&amp;A overhead @ 20%</b>			<b>\$11,662.37</b>
<b>Total GRANT REQUEST</b>			<b>\$69,974.21</b>