

MEMORANDUM OF UNDERSTANDING

Between

The New York City Human Resources Administration

And

The New York City Department of Probation

This Memorandum of Understanding ("MOU") by and between the New York City Human Resources Administration (HRA), whose offices are located at 180 Water Street, New York, New York 10038, as administering agency of the New York City Municipal ID program ("the Municipal ID Program" or "the Program"), and the New York City Department of Probation (DOP), whose offices are located at 33 Beaver Street, New York, New York 10004 (collectively, "the Parties") shall confirm their mutual understanding concerning responsibilities of each party regarding the Municipal ID Program.

WHEREAS, on July 10, 2014, Mayor de Blasio signed into law Local Law No. 35 of 2014, establishing the New York City Identification Card Program ("Municipal ID Program");

WHEREAS, Mayor de Blasio issued Executive Order No. 6 of 2014 designating HRA as the administering agency of the Program;

WHEREAS, Local Law No. 35 requires the administering agency of the Program to designate at least one access site in each of the five boroughs and HRA desires to ensure that the Program reaches as many New York City residents as possible; and

WHEREAS, DOP, which manages sites at the locations set forth in Exhibit A, desires to participate in and support the Municipal ID Program by allowing the Program to operate from and engage with applicants at these locations, hereinafter the "Municipal ID Program Intake Locations," and by providing additional support to the Program as set forth in this MOU;

NOW, THEREFORE, the Parties agree to cooperate as follows:

I. PURPOSE OF MUNICIPAL ID PROGRAM

The purpose of this MOU is to clearly identify the roles of the Parties as they relate to the implementation of the Municipal ID Program. The Municipal ID Program is intended to provide an identification card to a large demographic of New York City residents who may have difficulty in acquiring alternative forms of identification, helping all residents receive benefits from City services. To support this goal, HRA and DOP will cooperate in implementing the Municipal ID enrollment process at the locations set forth in Exhibit A.

II. TERM OF AGREEMENT

The term of this MOU shall commence November 1, 2014 and shall terminate on December 31, 2016 ("Term") unless sooner terminated as provided for pursuant to Article XI of this MOU. HRA



has the authority to extend this agreement for periods of one year for three additional consecutive years (2017, 2018, and 2019) with the consent of DOP. HRA shall notify DOP 90 days prior to the conclusion of each calendar year whether it plans to continue to operate from and engage with clients at the Municipal ID Program Intake Locations in each of the consecutive years 2017, 2018 and 2019.

III. MUNICIPAL ID PROGRAM INTAKE LOCATIONS

- A. **INTAKE LOCATIONS.** DOP shall provide HRA with program space ("Program Space") at the Municipal ID Program Intake Locations set forth in Exhibit A to this MOU for the provision of Municipal ID Program services, as described below. HRA may not use all spaces provided in Exhibit A at Program inception. Some spaces may be used at a later time during the term of this Agreement. The Program Space provided at the Municipal ID Program Intake Locations set forth in Exhibit A will be subject to consultation with the DOP borough Assistant Commissioner.
- B. **PERMITTED USES AND SERVICES.**
1. Permitted Uses. HRA and DOP acknowledge that HRA's permitted use of the Municipal ID Program Intake Locations shall be for the delivery of Services described in Article III, Section B(2) and the installation of all equipment necessary to implement the Municipal ID Program.
 2. Services.
 - a. HRA and its contractors, if applicable, shall provide New York City residents currently on probation with access to the Municipal ID Program. This includes, but is not limited to, disseminating information regarding the program and card, and enrollment into the Municipal ID system. Furthermore, DOP shall provide staffing to the Municipal ID Program as described in Article V, Section B. The services provided by HRA and its contractors and by DOP as described in this agreement shall be referred to collectively as the "Services."
 3. Shared Space.
 - a. HRA and its contractors, if applicable, shall have the right to use the Shared Space within the Municipal ID Program Intake Locations for Permitted Uses subject to the right of DOP to use the space. For the purposes of this MOU, "Shared Space" shall include, but is not limited to, entryways, hallways, elevators, escalators, stairs, restrooms, lunchrooms, conference rooms and storage rooms located at the Municipal ID Program Intake Locations. New York City Department of Citywide Administrative Services ("DCAS") has been advised that the estimated Program Spaces and Shared Spaces at the enumerated locations are programmatically adequate and consistent with the use provisions of the relevant leases. In the event the number of applicants exceeds present estimates, DCAS will be consulted by HRA and DOP.
 - b. DOP shall be responsible for the administration, operation, cleaning, maintenance, and repair of the Shared Space consistent with DOP's current practices, subject to existing lease provisions if any.
- C. **RETURN OF THE PROGRAM SPACE.** Upon termination of this MOU, HRA shall, at DOP's option, subject to any lease requirements, return, as promptly as feasible, the Program Space described above in Article III, Section A of the Municipal ID Program Intake Locations to its original condition at no additional cost to DOP and shall use its best efforts to avoid disruption to the daily services provided by DOP.

- D. **LEASE REQUIREMENTS.** Intake locations include city-owned properties and properties leased to the City, as indicated on Exhibit A. The terms of this MOU with respect to the aforementioned leased spaces shall in each instance be subject to the terms and conditions of existing leases. The Parties shall inform DCAS of the terms of the MOU with respect to each leased space so that DCAS can determine whether such terms comply with the lease. In the event that DCAS determines that the terms of the MOU are not in compliance with the lease, the Parties shall modify the MOU in order to comply with the lease.

IV. ADDITIONAL RESPONSIBILITIES

A. ADDITIONAL DOP RESPONSIBILITIES

1. DOP shall designate a DOP staff member to liaise with the HRA Executive Director of the Municipal ID Program, or his/her designee.
2. DOP shall cooperate with all program implementation, operations, close-out activities and audits conducted by HRA, its designees, or any other entity authorized or permitted to perform or undertake any of the foregoing.

B. ADDITIONAL HRA RESPONSIBILITIES

1. HRA shall designate a HRA Executive Director of the Municipal ID Program, or his/her designee, to liaise with the DOP staff member.

V. OPERATIONS

- A. **HOURS OF OPERATION.** All hours of operation for services to be delivered by HRA and its contractors, if applicable, at the Municipal ID Program Intake Locations, including any requested changes to the hours of operations, shall be subject to DOP's prior approval and lease requirements, if any.-The Municipal ID Program will not operate outside of the standard operating hours of the Municipal ID Program Intake Locations.

B. STAFFING.

1. HRA and DOP will jointly determine the numbers of staff necessary to conduct Municipal ID intake in the Program Space at each Municipal ID Program Intake Location. HRA and DOP will jointly determine whether the aforementioned individuals will be DOP or HRA employees.
2. Additionally, DOP intake officers may be responsible for conducting Municipal ID intake upon mutual agreement of DOP and HRA.
3. Any applicant information obtained will be held confidential as provided by local, state and federal law. HRA employees loaned to DOP for the Municipal ID project will be required to sign a confidentiality agreement.

- C. **SIGNAGE.** Locations of all signage to be used by HRA and its contractors, if applicable, at or around the Municipal ID Program Intake Locations shall be subject to the lease requirements if any. Locations of signage in areas other than the Program Space shall also be subject to prior approval of DOP. DOP shall install the Municipal ID Program Signage, unless it authorizes HRA and its contractors, if applicable, to do so.

- D. **EQUIPMENT.** All furnishings, goods, equipment, supplies, software, and other property developed or acquired wholly or in part by HRA and its contractors, if applicable, for the Municipal ID program, shall be clearly marked as Municipal ID program property. HRA shall maintain any such property in the Municipal ID Program Intake Locations in good condition.

- E. **MATERIALS OTHER THAN SIGNAGE.** HRA will be responsible for the development and printing of all materials associated with the Municipal ID Program. HRA may display

Municipal ID related materials and information associated with partners involved in the Municipal ID program, other than signage, at HRA's discretion within the Intake Locations Program Space.

- F. **STORAGE.** DOP shall make storage space available as needed in Shared Space at Municipal ID Program Intake Locations for Signage, Equipment, and Inventory, subject to the lease requirements, if any. The provision of storage space will be subject to availability and approval of the DOP borough Assistant Commissioner.
- G. **NETWORK.** DOP will maintain CityNet connectivity for all staff conducting enrollment.
- H. **PHONES.** DOP will provide a minimum of one phone extension for the Municipal ID team. Municipal ID team members will be able to receive calls and make outbound local calls. DOP will be responsible for maintenance and repairs of phones.

VI. SECURITY

HRA will not be expected to provide any additional security for the Municipal ID Program at any of the Municipal ID Program Intake Locations.

VII. MAINTENANCE & REPAIRS

HRA will not be expected to make any additional provisions for maintenance and repairs at any of the Municipal ID Program Intake Locations. DOP will continue to provide maintenance and repairs for all space at the Municipal ID Program Intake Locations, including the Program Space..

VIII. CLEANING

HRA will not be expected to provide any additional cleaning services for the Municipal ID program at any of the Municipal ID Program Intake Locations. DOP will continue to provide cleaning services for all space at the Municipal ID Program Intake Locations, including the Program Space.

IX. PROMOTIONAL ACTIVITIES

Each party shall have the right to advertise and promote the Municipal ID Program services offered. HRA may refer to DOP in its marketing materials for the Municipal ID Program, and DOP may refer to the Municipal ID Program in its marketing materials.

X. UTILITIES

The Parties will cooperate with OMB to identify appropriate sources of funding within available appropriation to pay the costs of any increased expenses associated with phone, electricity and other utilities as a result of the Services being provided at the Municipal ID Program Intake Locations.

XI. MODIFICATION & TERMINATION

- A. **MODIFICATIONS.** This MOU may be modified at any time upon written agreement by both Parties. .
- B. **TERMINATION.** Both HRA and DOP shall have the right to terminate this MOU without cause upon ninety (90) days written notice to the other party. Notwithstanding any provision to the contrary, Article III, Section C and Article V, Section B(3) of this MOU shall survive any termination of this MOU.

XII. NOTICES

All notices and requests hereunder by either party shall be in writing and directed to the following:

New York City Department of Probation
33 Beaver Street
New York, New York 10004
Attention: Michael Forte

New York City Human Resources Administration
1 Metrotech, 6th Fl.
Brooklyn, New York 11201
Attention: Jennifer Tavis, Executive Director of the Municipal ID Program

XIII. MISCELLANEOUS. This MOU operates under the assumption that the Municipal ID Program does not involve any fees charged to an applicant served at DOP premises. In the event the Municipal ID Program begins to charge a fee, the MOU will be adjusted accordingly to provide for any additional operational or security measures.

NEW YORK CITY
HUMAN RESOURCES ADMINISTRATION



Name: Steven Banks
Title: Commissioner

12/3/14

Date:

NEW YORK CITY
DEPARTMENT OF PROBATION



Name: Ana Bermudez
Title: Commissioner

11/12/14

Date:



Human Resources
Administration
Department of
Social Services

NYC
Mayor's Office of
Operations

NYC
Department of
Probation

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 3rd day of December 2014, before me personally came
Vincent Pallo
Ncco 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 SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13028
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF NY)

:ss:

COUNTY OF NY)

On this 11th day of November 2014, before me personally came
Anna Bermudez, to me known, who, being by me duly sworn, did
depose and say that (s)he resides at DOP, 33 Beaver St., that (s)he is the
Commissioner of the
NYC Dept. of Probation, the corporation described in and which executed the
above instrument.

Elton J. Maynard
NOTARY PUBLIC

ELTON J. MAYNARD
Commissioner of Deeds
City of New York - No. 3-0272
Certificate filed in New York County
Commission Expires March 1, 2015



**Human Resources
Administration
Department of
Social Services**

NYC
**Mayor's Office of
Operations**

NYC
**Department of
Probation**

EXHIBIT A

MUNICIPAL ID PROGRAM INTAKE LOCATIONS

- DOP – Bronx Adult Operations – 198 E 161st St, Bronx NY 10451 (City owned)
- DOP – Brooklyn Adult Operations – 210 Joralemon St, Brooklyn NY 11201 (City owned)
- DOP – Manhattan Adult Operations – 66 John St, Manhattan NY 10038 (Leased)
- DOP – Queens Adult Operations – 162-24 Jamaica Ave, Queens, NY 11432 (Leased)
- DOP – Queens Adult Operations – 125-01 Queens Blvd, Kew Gardens, NY 11415 (City owned)
- DOP – Staten Island Adult Operations – 340 Bay St, Staten Island NY 10301 (Leased)