



City of New York

MEMORANDUM OF UNDERSTANDING ("MOU") made this 4th day of November 2011, by and between the New York City (the "City") Department of Housing Preservation and Development ("HPD") and the New York City Commission on Human Rights (the "NYCCHR").

WHEREAS, the City has developed a Community Development Program funded by Community Development Block Grants ("CDBG") made by the Federal Government pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and administered by the United States Department of Housing and Urban Development; and

WHEREAS, HPD desires to make \$99,750.00 of its allocation of CDBG funds available to the NYCCHR for activities in furtherance of the City's Fair Housing Strategy; and

WHEREAS, this MOU is not a legally binding instrument and is only intended to set forth the understandings of the parties without creating any legally enforceable rights or obligations;

NOW, THEREFORE, HPD and the NYCCHR set forth their mutual understanding as follows:

1. HPD shall designate \$99,750.00 from its CDBG budget (the "Fair Housing Funds") for usage by the NYCCHR in support of activities related to the City's Fair Housing Strategy as set forth in Exhibit A, Scope of Services, attached hereto and made a part hereof. The Funds shall be applied in accordance with Exhibit B, Budget, attached hereto and made a part hereof.
2. HPD shall participate in all discussions with the City's Office of Management and Budget ("OMB") and shall prepare and/or execute all documents required by OMB that are necessary to effectuate NYCCHR's utilization of the Funds.
3. Expenditures shall not exceed \$99,750.00. NYCCHR may apply the Funds to activities set forth in Exhibit A commencing on or after July 1, 2011.
4. NYCCHR will submit to HPD, within thirty (30) days of the end of each quarterly period, an invoice, in a form acceptable to HPD, for actual services performed. The invoice will include a certification signed by the NYCCHR Commissioner or his/her designee, stating that the expenditures are true and accurate and were incurred in performance of Exhibit A, Scope of Services. Within thirty (30) days after the receipt of the NYCCHR invoice, HPD shall remit the reimbursable amount in accordance with the Exhibit B, Budget.
5. NYCCHR shall within ten (10) days of receipt of any written request from HPD, provide to HPD an accounting of the distribution of the Funds by NYCCHR, as of the date of any such request.
6. Upon request, NYCCHR will submit to HPD, within thirty (30) of such request, a program report. No more than four (4) such reports will be requested during the period of this agreement. This report shall include the progress made towards implementing the services as defined in Exhibit A, Scope of Work.



8. NYCCHR shall return any unutilized Fair Housing Funds to HPD.
9. Any agreements with vendors that NYCCHR enters into in furtherance of activities performed pursuant this MOU, must contain the City's Appendix B provisions prepared by the New York City Law Department for inclusion with City contracts funded in whole or in part with CDBG funds.
10. All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

To NYCCHR:

New York City Commission on Human Rights
Attn: Cliff Mulqueen, Deputy Commissioner/General Counsel
40 Rector St., 10th Floor
New York, NY 10006
Facsimile: 646- 500-5684

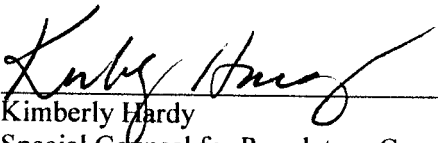
To HPD:

New York City Department of Housing Preservation and Development
Attn: Kimberly Hardy, Special Counsel
Office of Regulatory Compliance
100 Gold Street, Rm. 5-Z7
New York, New York 10038
Facsimile: 212-863-7905

11. This MOU may be terminated upon no less than thirty (30) days written notice by either party.
12. This MOU may not be modified except in writing signed by both parties.


IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: 

Kimberly Hardy
Special Counsel for Regulatory Compliance

NEW YORK CITY COMMISSION ON HUMAN RIGHTS

By: 

Cliff Mulqueen
Deputy Commissioner/General Counsel