

**COOPERATIVE AGREEMENT BETWEEN THE NEW YORK CITY MAYOR'S
OFFICE OF CRIMINAL JUSTICE AND THE NEW YORK CITY HUMAN
RESOURCES ADMINISTRATION**

This COOPERATIVE AGREEMENT ("Agreement") is dated June 16, 2016 and is between the New York City Mayor's Office of Criminal Justice ("MOCJ"), located at One Centre Street, 1012N, New York, New York 10007 and the New York City Human Resources Administration ("HRA"), located at 150 Greenwich Street, New York, New York 10007.

WITNESSETH:

WHEREAS, MOCJ has entered into an agreement with Safe Horizon ("Safe Horizon contract") to operate the Crime Victims and Domestic Violence ("DV") Hotlines 24 hours a day; and,

WHEREAS, the MOCJ has appropriated Community Development Block Grant ("CDBG") funds to be used to provide the hotline services for the period July 1, 2015 to June 30, 2017; and,

WHEREAS, HRA recognizes the need for the availability of an uninterrupted 24 hour DV Hotline service to domestic violence victims; and,

WHEREAS, HRA has allocated \$652,745.00 (Six-Hundred Fifty-Two Thousand, Seven-Hundred Forty-Five Dollars) annually exclusively for the DV Hotline and is ready, willing, and able to provide such funds to MOCJ for the continuation of the 24 hour DV Hotlines.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. This Agreement shall become effective on July 1, 2015, and shall remain effective until June 30, 2017.
- B. HRA shall have the option to renew this Agreement for one additional two (2) year term, subject to the availability of funds, unless terminated pursuant to the terms of this Agreement.

ARTICLE 2. SCOPE OF SERVICES

- A. HRA shall provide funding to MOCJ to be used exclusively for the continuation of the operation of the Citywide DV Hotline pursuant to the Safe Horizon contract, attached herein as Appendix I.
- B. MOCJ will report to HRA, on a quarterly basis, the following indicators on Hotline operations:
 - 1. Copies of all payment reports paid by MOCJ to Safe Horizon in accordance with the current Safe Horizon contract and any additional

performance payment reports requested in any modified or new Safe Horizon contract.

2. Any narrative reports that are collected from Safe Horizon under the current Safe Horizon contract and any additional reporting requirements requested in any modified or new Safe Horizon contract.
- C. In the event MOCJ enters into a new contract or modifies the existing contract, MOCJ shall provide HRA with a copy of that document within five (5) business days of the document's effective date.

ARTICLE 3. TERMS OF PAYMENT

- A. HRA will to pay, subject to funding, and MOCJ agrees to accept as full payment, for all services rendered under this Agreement an amount not to exceed \$652,745.00 (Six-Hundred Fifty-Two Thousand, Seven-Hundred Forty-Five Dollars) annually to be allocated exclusively to the DV Hotlines.
- B. Each fiscal year, MOCJ will draw down the funds from HRA through a revenue code established for this purpose by HRA, and will provide HRA with the FMS CT#. MOCJ will provide HRA with a report within 30 days of MOCJ's draw down of funds. This draw down report must cover the following topics:
1. A copy of the dated invoice submitted by the vendor specifying the activities performed – including the period of performance - and the amount billed; and
 2. A dated copy of the City Agency's memo approving the invoice and – to the extent it is approved – authorizing the draw-down of the funds and the payment to the vendor.
- C. If the amount of HRA funding available for this service are reduced or eliminated, HRA shall notify MOCJ within 60 days of receiving notice of such a decrease. HRA will provide documentation showing the cause for such a decrease.
- D. On a quarterly basis, copies of the original Safe Horizon invoices paid by MOCJ shall also be forwarded to HRA. Invoices with supporting documentation shall be mailed or emailed to:

Tracey Thorne, Director of Administration
Emergency and Intervention Services
New York City Human Resources Administration
150 Greenwich Street 43rd Floor, New York NY 10007
thornet@hra.nyc.gov

- E. The period of performance contemplated by this Agreement is subject to the appropriation of funds for each relevant City Fiscal Year(s) and availability hereof.

ARTICLE 4. GENERAL PROVISIONS

A. *Term and Termination*

1. This Agreement shall not be effective until it is duly executed by all of the parties ("Effective Date"). The term of the Agreement shall be from the Effective Date until the date all obligations of the parties have been completed.
2. Either Party will have the right to terminate this Agreement in whole or in part:
 - a. Without cause, by giving the other Party at least sixty (60) days' prior written notice to such effect; or
 - b. Immediately, if for cause, as determined by HRA exercising its reasonable judgment.
3. HRA will have the right to terminate this Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
4. In the event HRA terminates to Agreement, MOCJ shall not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by MOCJ on account of this Agreement prior to the receipt of the termination notice and failing due after the termination date shall be paid by HRA in accordance with the terms of this Agreement.

B. *Requests for Information and Funding*

All requests made by respective parties will be acknowledged and or responded to within 10 business days.

C. *Notices*

1. Any notice shall be made to the following parties or to such other representatives that the parties designate in writing:
2. For MOCJ:

**New York City Office of the Criminal Justice Coordinator
1 Centre Street, 1012N
New York, New York 10007
Attn: Martina Colaizzi**
3. For HRA:

**NYC Human Resources Administration
Emergency and Intervention Services**

New York City Human Resources Administration
150 Greenwich Street 43rd Floor, New York NY 10007
Attn: Tracey Thorne

D. *Assignment.*

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 parties.

E. *Waiver*

Waiver by any party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by such other party and attached to the original Agreement.

F. *Applicable Law*

1. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the City and State of New York, except where preempted by federal law.
2. The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, and 45 CFR 84 and 85.

G. *Record Keeping*

All parties to the agreement shall maintain any and all copies of all financial and work reports, and audits, which reflect and the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies to any other party hereto upon request. Records shall be retained for six (6) years from the final payment or termination of this Agreement, whichever is later. Any City, State and Federal Auditors, and any other person duly authorized person by HRA shall have full access to and the right to examine of any of these records during this period.

ARTICLE 5. MODIFICATION

This Agreement may be modified by the Parties in writing in a manner not materially affecting its substance. It may not be altered or modified orally.

ARTICLE 6. POSTING ON NYC.GOV

Pursuant to Local Law 40 of 2011, the Parties understand that this agreement may be posted on NYC.gov within thirty (30) days of execution.


ARTICLE 7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals (whether oral or written) among the parties or between any of them.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the dates appearing below their respective signatures.

THE CITY OF NEW YORK
Mayor's Office of Criminal Justice

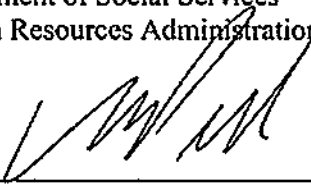
BY:  _____

Name: Alex Cohn

Title: General Counsel

Date: 5/18/16

THE CITY OF NEW YORK
Department of Social Services
Human Resources Administration

BY:  _____

Name: Vincent Russo

Title: Asst

Date: 6/14/16

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 16 day of June 20 16, before me personally came Vincent Pullig, to me known and known to me to be Acco 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. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2018

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 24 day of May 20 16, before me personally came Alex Crohn, to me known and known to me to be General Counsel of the MAYOR'S OFFICE OF CRIMINAL JUSTICE, 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.

Diane Dimino Leonard
NOTARY PUBLIC

DIANE DIMINO-LEONARD
NOTARY PUBLIC, State of New York
No. 01014748753
Qualified in Queens County
Commission Expires _____

8/31/17