

FY16 INTRACITY COOPERATIVE AGREEMENT (ICA)

BETWEEN

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

AND

THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

PIN: 16OHEFI08601

THIS COOPERATIVE AGREEMENT ("Agreement"), dated as of this 3rd day of August, 2016, is between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "the Department"), with offices located at 4 WTC, 150 Greenwich Street, New York, NY 10007 and the New York City Department of Parks and Recreation ("DPR"), with offices located at The Arsenal, Central Park, New York, NY 10021 (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Department desires to seek an avenue by which it can break the cycle of welfare, enhance educational attainment, and remove barriers to employment and provide extensive vocational education and diverse on-the-job training to individuals interested in horticulture careers.

WHEREAS, DPR administers two (2) Parks Opportunity Programs (POP) Training programs: POP Plus and the POP Education Horticulture Program ("the Programs") and

WHEREAS, HRA has requested that DPR provide the above-mentioned services pursuant to the terms of this Agreement and DPR is ready, willing and able to perform the requested services upon the terms and conditions herein contained: and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this Agreement is July 1, 2015 through June 30, 2016, (the "Term"), with three (3) automatic one (1) year renewals, subject to the availability and appropriation of funds. .

ARTICLE 2. SCOPE OF SERVICES - DPR

A. *POP Plus*

Under the POP Plus Program, DPR shall provide comprehensive employment training through features such as internships, intensive work experience, workplace mentorship, group/individual counseling, adult education and training, helping participants establish self-sufficiency through a combination of employment and education thereby helping the participant to break the cycle of welfare dependency while removing barriers to employment. DPR shall:

1. Match participants to the most appropriate work assignment based on their interest and skill level.

2. Provide participants with on-the-job training and field placements that would enable participants to gain practical work experience and concrete skills directly applicable to future employment;
3. Provide training to selected participants in the use of hand and power tools used for groundskeeping. Selected participants will also learn restoration and repair skills by installing safety-surfacing, repair play equipment and/or assist in ball field maintenance and pool preparation; and
4. Provide selected participants with skills in the fields of horticulture and security. In the security arena, trainees shall be issued uniforms and undergo training similar to regular Park Enforcement Patrol officers providing trainees with the opportunities to acquire the New York State 8-hour Pre-Assignment and 16-hour on-the-job certification required of all professional security guards in New York State, as well as New York State Fireguard certification.

B. *POP Education Horticulture Program*

DPR shall provide extensive vocational educational and diverse on-the-job training for participants interested in horticultural careers, utilizing DPR's resources and partnerships to create a robust immersion, leading to employment prospects in the horticultural field. The program shall consist of assignment to a horticulture-focused worksite at one of the following DPR locations:

- o POP Specialized Horticulture Crew
- o Nursery
- o Forestry, with a Gardener,
- o Green Streets
- o The Natural Resources Group

Horticulture trainees will learn skills in tree care and the proper use of mechanical equipment, which will focus the attention of the participants on the conservation of natural resources. DPR shall complete these goals by providing the following:

1. Provide horticulture education in partnerships with private training providers leading to entry-level horticulture career training which will expose the participants to employment opportunities. Coursework for this educational endeavor can include introduction to horticulture, advanced horticulture, lawn care and rehabilitation, identifying trees, fall protection for aerial lift operators, synthetic turf maintenance, winter tree identification, pesticide certification and climbing and pruning.
2. Provide career-specific vocational and traditional education through DPR's in-house classes.

3. Provide Career Coaching, which will cover career planning, goal setting, job search assistance, industry specific interviewing practices and techniques.
4. Provide Driver training will be provided to selected participants to enable them to obtain CDL and Class D licenses.
5. DPR may assist trainees in becoming certified in becoming certified in one and/or more of the following career paths: Pesticide Certification, Horticulture Certification, Climber and Pruner Certification, Gardener Certification and Landscape Certification.

ARTICLE 3. SCOPE OF SERVICES – HRA

A. *Pop Plus*

HRA shall refer 100 participants who have an active open public assistance case, exhibit a commitment to participating in the Program, have established education and/or career goals and between the ages of 18 to 25 within the first year to DPR.

B. *Pop Education Horticulture Program*

HRA shall refer 25 participants to the program, identified by DPR as meeting the following criteria: physical fitness and the ability to lift 50 lbs, flexible schedule (7 am start time), ability to work with machinery, interest/aptitude for the field and a positive work history with DPR.

ARTICLE 4. ADMINISTRATIVE PROVISIONS.

- A. DPR shall notify HRA if a participant drops out or is terminated from any of the programs for whatever reason and shall accept replacement for such participants from HRA.
- B. The limit of the number of participants that HRA can have at the programs at any given time shall be approximately 200.

ARTICLE 5. TERMS OF PAYMENT

- A. HRA agrees to pay and DPR agrees to accept as full payment for all services to be performed under this Agreement an amount not to exceed three hundred seventy thousand, four hundred and ninety dollars (\$370,490.00) pursuant to the attached budget to be disbursed as detailed on Exhibit A.

Parties. DPR shall submit the last invoice for each fiscal year no later than July 15th.

- C. In order to receive payment, DPR must submit separate invoices for each POP Program to HRA detailing the services performed for the payment period, in a manner and form as shall be determined by HRA. Payment shall only be made upon the acceptance of approval of the invoices and documentation that substantiates the eligible costs incurred by DPR. DPR shall submit all invoices along with supporting documentation to:

Lyndsey Richardson
NYC Human Resources Administration
FIA/Office of Contracts, Budget & Special Services
4 WTC
150 Greenwich Street, 35th Floor #98
New York, NY 10007

- D. DPR's invoice must include the following typed language, certifying that the reimbursement sought is not funded by any other City, State or Federal jurisdiction. The Intra-City invoice must be signed by the Fiscal Director or other authorized representative of DPR and must 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 the Department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed thereon has been previously certified, and that the amount is solely for the operation of said program described on this invoice."
- E. As the period of performance contemplated by this Agreement, involves performance by DPR in a subsequent year(s), funding for such period is subject to the appropriation of funds for such subsequent City Fiscal Years(s) and availability herefor.

ARTICLE 6. NOTICES AND COMMUNICATIONS

All notices and communications to the parties under this Cooperative Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender. All notices and correspondence to HRA shall be delivered to the following addressee and address:

Ms. Lyndsey Richardson
NYC Human Resources Administration
FIA/Office of Contracts, Budget & Special Services
4 WTC
150 Greenwich Street, 35th Floor #98
New York, NY 10007

All notices and correspondence to DPR shall be delivered to the following addressee and address:

Mr. David Stark, Chief Fiscal Officer
NYC Department of Parks & Recreation
The Arsenal Central Park,
830 Fifth Avenue
New York, New York 10021.

ARTICLE 7. RETENTION OF RECORDS

DPR shall retain all books, records, and other documentation relevant to this Cooperative Agreement for a period of six (6) years after the final payment or termination of this Cooperative Agreement, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE 8. PUBLICITY

- A. The prior written approval of HRA is required before DPR or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, makes any statement to the press or issues any communication bearing on the work performed or data collected under this Agreement.
- B. If DPR publishes a work dealing with any aspect of performance under this Agreement, or if the results and accomplishments attained in such performance, HRA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

ARTICLE 9. COMPLIANCE WITH LAW

The services rendered under this Cooperative 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.

ARTICLE 10. CONFIDENTIALITY

- A. All client information obtained, learned, developed, or filed by DPR or HRA concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by DPR pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by DPR to any person, organization, agency, or other entity except as authorized or required by law.

promulgated thereunder, and shall not be disclosed by DPR to any person, organization, agency, or other entity except as authorized or required by law.

- B. All of the reports, information, or data furnished, prepared, assembled, or used by DPR or HRA under this Cooperative Agreement are to be held confidential, and DPR agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been directed by a court to make the disclosure.
- C. Nothing herein shall be construed to prohibit the publication of statistics so classified as to prevent the identification of the participants.
- D. All provisions of this Article shall remain in full force and effect following the termination or cessation of the services required by this Cooperative Agreement.

ARTICLE 11. ARTICLE 12 - SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

ARTICLE 12. TERMINATION

- A. Either HRA or DPR shall have the right to terminate this Cooperative Agreement in whole or in part:
 - 1. Without cause, by giving other thirty (30) days' prior written notice to such effect; or
 - 2. Immediately, if for cause, as determined by HRA or DPR, as the case may be, exercising its reasonable judgment.
- B. HRA shall have the right to terminate this Cooperative Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
- C. In the event that HRA does terminate this Cooperative Agreement, DPR shall not incur or pay any further obligation pursuant to this agreement beyond the termination date. Any obligation necessarily incurred by DPR on account of this Cooperative Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Cooperative Agreement. In no event shall the word "obligation" as used herein be

construed as including any lease agreement, oral or written, entered into between DPR and its landlord.

ARTICLE 13. MODIFICATION

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

ARTICLE 14. ENTIRE AGREEMENT

This written Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written

NYC Human Resources Administration
Department of Social Services

Vincent Pullo
Signature

Vincent Pullo
Name

Agency Chief Contracting Officer
Title:

August 3, 2016
Date:

THE CITY OF NEW YORK
Department of Parks and Recreation

David Stark
Signature

David Stark
Name

AC for fiscal
Title:

8/1/16
Date:

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

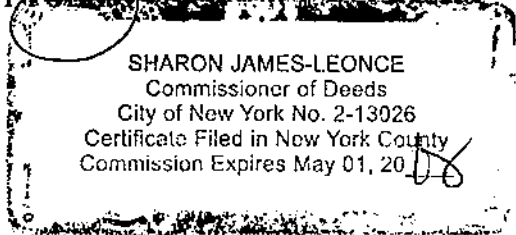
) SS:

COUNTY OF NY

On this 3 day of August, 2016, before me personally came Vincent Pullo, to me known to be the Agency Chief Contracting Officer (ACCO) of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon James Leonce
NOTARY PUBLIC

SEAL



STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK

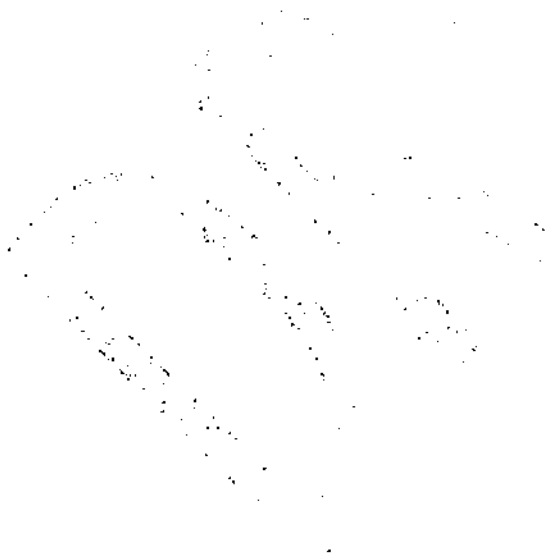
On this 1st day of AUGUST, 2016, before me personally came DAVID STARK, to me known to be the ASSISTANT COMMISSIONER FOR BUDGET of the DEPARTMENT OF PARKS AND RECREATION of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

Faustina A. Osei-Owusu
NOTARY PUBLIC

SEAL

FAUSTINA A. OSEI-OWUSU
Notary Public, State of New York
No. 010S6232313
Qualified in Westchester County
Commission Expires Dec. 06, 2018

Exhibit A Budget



City of New York Parks & Recreation

FY '16 POP PLUS - EDUCATION BUDGET

Central Staff	
2 FTE Educational Instructors @ \$47,544	\$95,088
3 FTE Counselors @ \$43,846	\$131,538
1 FTE Job Developer @ \$44,904	\$44,904
2 FTE Case Managers/Admin @ \$37,302	<u>\$73,960</u>
Central Staff Subtotal	\$345,490



Budget Grand Total	\$370,490
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* For supplies, uniforms, operating expenses and contracted services.