

COOPERATIVE AGREEMENT

BETWEEN

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

AND

THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

Ldpr
06/97/11

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement"), dated as of this 14th day of September, 2011, 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 180 Water Street, New York, New York 10038, and the New York City Department of Parks and Recreation ("DPR"), with offices located at The Arsenal, Central Park, New York, New York 10021,

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; help non-custodial fathers gain full time employment with a sustainable wage, negotiate and participate in the child support system and provide extensive vocational education and diverse on-the-job training to individuals interested in horticulture careers.

WHEREAS, DPR administers 3 Parks Opportunity Programs (POP) Training, POP PLUS, POP WORKS and 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 shall be for the period from July 1, 2011 through June 30, 2012, (the "Term") and shall automatically renew for three successive one-year periods on the same terms and conditions unless sooner terminated as provided herein and subject to the availability of funds.

ARTICLE 2. SCOPE OF SERVICES - DPR

2.1 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 accomplish these goals by providing the following:

- a. Matching participants to the most appropriate specialized crew based on their interest and skills level based on the results of the Test of Adult Basic Education for assessing reading and math skills;
- b. 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;
- c. Provide training to participants in the use of hand and power tools as well as learning basic sheet rock repair and installation. Participants will also learn restoration and repair skills by installing safety-surfacing, repair play equipment while assisting in ball field maintenance and pool preparation;
- d. Provide opportunities for the participants to train with professional equipment such as high speed buffing machines, rug cleaners, and pressure washing machines while maintaining recreation centers and other facilities throughout the five boroughs. Participants while working with experienced crews will be taught graffiti removal, proper painting techniques and floor care for a variety of surfaces;
- e. Provide participants with skills in the fields of horticulture and security. Horticulture trainees will learn skills in tree care and the proper use of mechanical equipment. 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.
- f. Provide technology internships to participants by placing them in DPR's Management Information Systems (MIS) and Telecommunications division to enable participants gain valuable work experience as technicians.

2.2 POP WORKS PROGRAM

Under the POP WORKS Program DPR shall provide a proposed one year transitional employment program with customized support services to service 75 low income non-custodial fathers that will help participants gain full time employment with a sustainable wage, negotiate and participate in the child support system and develop stronger parenting skills thereby helping them improve the lives of their children. The program shall be based on a 40-hour workweek with participants spending four days at a job assignment and one day participating in the supplemental services of the program. DPR shall accomplish these goals by providing the following:

- a. Provide participants with job developers who will find employment opportunities for participants which, when possible, will offer benefits packages and wages above the

minimum hourly rate in sectors including but not limited to food service, building maintenance and warehouse operations.

- b. Provide educational and vocational training to help participants enter the workforce on a stable career path. Educational training can include Adult Educational offerings such as General Education Diploma (GED) classes and taking the New York State GED exam at the official Parks proctor site. Vocational training will include but is not limited to New York State security licensing, New York City Department of Health Food Handler's licensing, Building Maintenance training.
- c. Provide counseling, peer support and parenting classes to enable participants to develop soft skills such as active listening, non-verbal communication, leadership and teambuilding. Peer support group sessions will serve as a forum for the participants to discuss responsible fatherhood, male parenting, family communication and the importance of developing working relationships with the mothers of their children. In order to provide effective workshops and skills training, POP Works will utilize the fatherhood curriculums of the MDRC and the National Fatherhood Initiative's 24/7 Dad program. Training and workshops topics include but are not limited to parenting, problem solving techniques, and communication skills within the family context. Workshops and training will provide the participants with a general understanding of child development and the cultural and environmental factors that can influence a child's development and behavior.
- d. Provide Legal, Child Support, Mediation and Employment Workshop in collaboration with HRA/OCSE. Once a month in areas such as negotiating the child support process, conflict resolution, understanding their criminal record, establishing a legal visitation agreement and mediation services.

2.3

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 two parts namely Part A. Introduction to Horticulture made up as follows: POP Specialized Horticulture Crew, Nursery, Forestry, Gardener, Green Streets and the Natural Resources Group which will focus the attention of the participants on the conservation of natural resources. Part B will focus on career specific tracks which will enable participants from Part A to select a specific track that they intend to pursue from the forestry or gardening tracks. DPR shall complete these goals by providing the following:

- a. Provide horticulture education in partnerships with Botanic Gardens and TreesNY leading to entry-level forestry career training and a gardener certificate which will expose the participants to employment opportunities. Coursework for this educational endeavor will 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.

- b. Provide career specific vocational and traditional education through DPR's in-house classes and its existing partnership with the New York City Department of Education.
- c. Counseling will be provided covering job search, industry specific interviewing practices and techniques.
- d. Driver training will be provided to the participants to enable them to obtain CDL and Class D licenses.
- e. 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

3.1 POP PLUS

HRA shall:

- a. 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.

3.2 POP WORKS

HRA shall:

- a. Refer 75 participants and ensure that comprehensive child support services are offered to participants. HRA's Office of Child Support Enforcement will provide training to the POP WORKS staff so that they can serve as the first point of contact for the participants as they navigate through the child support system.

3.3 POP EDUCATION HORTICULTURE PROGRAM

HRA shall:

- a. 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, positive work history with DPR and recommendations from supervisors, counselors and job developers.

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 five hundred seventy-one thousand five hundred dollars (\$571,500.00) pursuant to the attached budget to be disbursed as detailed below:
- b. For POP PLUS, , HRA shall pay and DPR shall accept as full payment for services performed a sum not to exceed two hundred and five thousand dollars (\$205,000.00).
- c. For POP WORKS, HRA shall pay and DPR shall accept as full payment for services performed a sum not to exceed two hundred and nineteen thousand and five hundred dollars (\$219,500.00).
- d. For POP EDUCATION HORTICULTURE PROGRAM, HRA shall pay and DPR shall accept as full payment for services performed a sum not to exceed one hundred and forty-seven thousand dollars (\$147,000.00).
- e. 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 required 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. A request for payment is to be made with invoice and supporting documentation at the following address:

Director of Account Payable
Human Resources Administration
180 Water Street, 8th Floor
New York, NY 10038

The following language should be typed on official Intra-Agency Invoice submitted and should be signed by DPR's Fiscal Director:

"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”.

- f. 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: Mr. Thomas Patrick Harper, Deputy Director Contract Management, Human Resources Administration, 180 Water Street, 20th Floor, New York, NY 10038. All notices and correspondence to DPR shall be delivered to the following addressee and address: Mr. David Stark, Chief Fiscal Officer, The Arsenal, 830 Fifth Avenue, Central Park, 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.
- 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. 80 ADM-86 REQUIREMENTS

In compliance with Administrative Directive 80 ADM-86 of the New York State Department of Social Services, the Commissioner of HRA or his/her designee may require the removal for cause of any employee who performed any work under this Cooperative Agreement, and may request the retention, reinstatement, or reassignment of any employee who performed any work under this Cooperative Agreement and who may have been removed. Any employee performing work under this Cooperative Agreement must report to the Commissioner of HRA or his/her designee and receive all assignments from the Commissioner or his/her designee. For the purposes of this article, the Commissioner of HRA has named the Commissioner of DPR as his designee. Furthermore, all records pertaining to this Cooperative Agreement shall be available for a period of six (6) years and shall be made available for audit by NYSDSS, NYS Audit and Control, and DHHS, and all information pertaining to this Cooperative Agreement that is exchanged between HRA and DPR shall be considered confidential and shall be used only for

the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal laws and regulations.

ARTICLE 12 - SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, 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 13. TERMINATION

- 11.1 Either HRA or DPR shall have the right to terminate this Cooperative Agreement in whole or in part:
 - A. Without cause, by giving other thirty (30) days' prior written notice to such effect; or
 - B. Immediately, if for cause, as determined by HRA or DPR, as the case may be, exercising its reasonable judgment.
- 11.2 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.
- 11.3 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 14. MODIFICATION

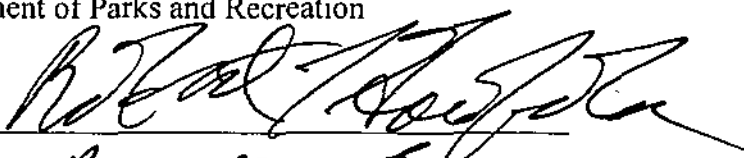
This Cooperative Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

ARTICLE 15. ENTIRE AGREEMENT

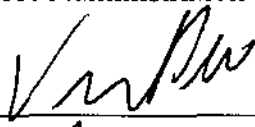
This written Cooperative Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Cooperative Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

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

THE CITY OF NEW YORK
Department of Parks and Recreation

BY: 
TITLE: Deputy Commissioner

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

BY: 
TITLE: Acting

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF) SS: NY

On this 14th day of September, 2011, before me

personally came Vincent Pullo, to me known to be the 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 s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

Sharon C James
NOTARY PUBLIC

SEAL

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13025
Commission Expires April 1, 2014

STATE OF NEW YORK)

COUNTY OF) SS: NY

On this 1st day of September, 2011, before me

personally came Robert Gava-fota,

to me known to be the Deputy Commissioner

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.

Nancy S. Harvey
NOTARY PUBLIC

SEAL

Nancy S. Harvey
Notary Public, State of New York
No. 02HA6017929
Qualified in Kings County
Commission Expires Dec. 21, 2014

X _____