

PIN: 19GHEFI03401

COOPERATIVE AGREEMENT

BETWEEN

**THE NEW YORK CITY HUMAN RESOURCES
ADMINISTRATION**

AND

**THE NEW YORK CITY DEPARTMENT OF
PARKS AND RECREATION**

**TERM: July 1, 2019 – June 30, 2020 With three
(3) 1-year automatic renewals
Subject to funding
Extended Year by Modification**

POP/JTP participants are placed in Subsidized or UN-Subsidized Employment

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement"), dated as of this ^{27th} day of ~~Sept~~ 2019, 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 150 Greenwich Street, 4WTC, New York, New York 10007, and the Department of Parks and Recreation of the City of New York ("DPR"), with offices located at The Arsenal, Central Park, New York, New York 10021,

WITNESSETH:

WHEREAS, Section 336-c of the New York Social Services Law and the Regulations of the New York State Department of Social Services require a social services official to establish and develop a sufficient number of public work projects to ensure the availability of such projects for all unemployed employable Public Assistance participants within the district who have been unable to secure employment in the regular economy; and

WHEREAS, such projects are designed to maintain or develop adequate work habits, maintain or improve existing skills, and develop new skills for participating recipients, and require that a participating agency assign staff to supervise recipients and perform other administrative tasks; and

WHEREAS, many Public Assistance participants lack employment, employment skills, and employment readiness, and this prevents an end to their long-term dependency on assistance; and

WHEREAS, DPR is willing to make available to HRA up to an average of One thousand Seven hundred and Fourteen (1,714) Supervised slots of Public Assistance participants at any point in time and

WHEREAS, DPR hires additional employees for seasonal employment and is willing to consider HRA-referred Public Assistance participants for these positions; and

WHEREAS, DPR is prepared to hire as additional seasonal employees under its Parks Opportunity Program ("POP") up to an average of three thousand (3,000) individuals referred by HRA for up to six (6) to nine (9) months, or a total annual average of six thousand (6,000) POP employees; and

WHEREAS, HRA and DPR previously entered into the same or similar agreement for the period of July 1, 2015 through June 30, 2016, which Agreement included three automatic one-year renewals, each for a period of one (1) year beginning on July 1, subject to availability of funds, unless sooner terminated pursuant to the terms of this Agreement.

WHEREAS, HRA believes that DPR is qualified to provide the above-said services; and

WHEREAS, DPR is ready, willing, and able to perform the above-said services for HRA under the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART I

ARTICLE 1. TERM OF PERFORMANCE

This Cooperative Agreement shall become effective on July 1, 2019, and shall remain effective until the end of the fiscal year, June 30, 2020. There shall be three (3) automatic renewals each for a period of one (1) year beginning on July 1, subject to availability of funds, unless sooner terminated pursuant to the terms of this Agreement.

ARTICLE 2. HRA RESPONSIBILITIES

HRA shall notify eligible participants to report to designated DPR locations for a job interview and processing for seasonal employment. HRA shall provide DPR with a roster of clients that HRA has referred at least 24 hours in advance of the clients' scheduled appointment dates at DPR.

ARTICLE 3. DPR SCOPE OF SERVICES

- 3.1 DPR shall hire as seasonal employees under POP up to a yearly average of six thousand (6,000) individuals referred by HRA, with the precise number to be determined jointly by DPR and HRA. If DPR is unable to make available to HRA the agreed upon number of seasonal positions, then HRA reserves the right to modify the budget of this Cooperative Agreement accordingly to reflect the actual number of seasonal positions made available. Retention must be at no less than 80% (except for terminations and job placements) and replacements must be reported.
- 3.2 DPR shall provide HRA with a disposition report of all participants included on the rosters of referred clients provided by HRA within five (5) days of appointment dates. All participant related actions must be entered in HRA's New York City Work Accountability You (WAY) system. Such reports shall include actions taken by DPR, the names of those clients who failed to report, the names of those clients who refused employment and the reasons for the refusal of employment.
- 3.3 DPR shall process clients for employment as seasonal employees and, within fifteen (15) days of a client's employment date, shall notify HRA of the start date and the borough of employment.
- 3.4 DPR shall provide, as part of the participants' employment, training in DPR-related job skills; shall make a good faith attempt to impart general job readiness and specific job skills to make participants more effective in the job market; and shall make a good faith attempt to place participants in full-time jobs.
- 3.5 The period for employment as seasonal employees shall be no longer than six (6) to nine (9) months and DPR shall notify HRA promptly of employees whose term of employment has reached five (5) months. There shall be three thousand (3,000) POP participants for each six (6) to nine (9) month period.

3.6 DPR shall notify HRA within five (5) days of the time that the DPR Administration is notified if a client quits the program and shall enter the information in NYC WAY. Further, DPR will inform Parks employees who HRA identifies to Parks as not having open public assistance cases or who are receiving a public assistance grant in addition to their Parks salary. Parks will urge those identified employees to resolve the matter quickly with HRA.

3.7 HRA will only reimburse Parks for those individuals who have active public assistance cases and who are not receiving an unbudgeted public assistance grant.

3.8 DPR shall hire participants under titles such as those listed below at the appropriate rate for a forty (40) hour week unless otherwise noted. All individuals hired, will be hired into the Job Training Program (JTP) title and will receive the negotiated rate for that title. The hourly rates will be adjusted pursuant to a collective bargaining agreement.

The employees may earn overtime in accordance with the same procedures that govern regular DPR personnel. The total overtime paid shall not exceed 5% of the total personal service budget. The employees shall be paid for time balances at the termination of employment following the procedures that DPR uses for other seasonal employees.

3.9 DPR shall administer all payroll functions associated with these staff and shall maintain all necessary documentation associated with the individual employment. A payroll file listing all individuals working at Parks must be provided to HRA bi-weekly.

3.10 DPR shall issue a letter of recommendation to those participants who satisfactorily complete the program.

3.11 DPR shall provide job search, training, and literacy services, where needed (collectively called "Job Search Activities") for all participants in the programs.

3.12 DPR shall provide for all participants' equipment and training as customarily provided to other DPR seasonal employees.

3.13 DPR shall require that all POP employees, as a condition of employment, be scheduled for Job Search Activities one (1) day a week with DPR or an outside provider. In the event that any POP participant cannot attend the Job Search Activities; DPR shall make every effort to reschedule that individual.

3.14 DPR, at its discretion, and subject to HRA's post-audit review, may extend up to 150 POP participants during each of the six (6) to nine (9) month periods, for up to three (3) months. For requests above the initial 150 in each six (6) to nine (9) month period, HRA shall review and, at its discretion, approve all DPR requests for any extension of individuals beyond the six (6) to nine (9) month period.

3.15 DPR may identify private employers that may execute a Cooperative Agreement ("Agreement") with HRA to provide subsidized jobs for a period not to exceed six (6) to nine (9) months.

ARTICLE 4. TERMS OF PAYMENT

- 4.1 HRA agrees to establish an intra-City budget modification transfer to pay and DPR agrees to accept as full payment for all services rendered under this Cooperative Agreement an amount not to exceed \$61,099,092 per fiscal year, subject to the availability of funding, of which \$59,680,092 shall be paid pursuant to the line item budget attached hereto as **Exhibit A** and incorporated herein by reference, and \$1,419,000 shall be paid pursuant to earning performance milestones as described below. DPR shall be able to make small modifications of fewer than 10% to each line of the budget. Modifications of over 10% shall require prior approval from HRA. Billing shall be on a quarterly basis but may be requested more frequently.
- 4.2 Wages for the POP participants and supervisory and OTPS costs shall be paid on a line item basis. Job Search Activities as well as other administrative costs shall be earned on a milestone basis in accordance with the schedule below:
- 238 placements (20 hours or more per week) of wage subsidy employees at \$2,000 per placement in unsubsidized jobs or in subsidized jobs with private employers (\$476,000).
 - 166 90-day retentions at \$1,500 per retention in the above-said subsidized or unsubsidized jobs. In addition, these retention payments may be paid for placements made at the Department of Parks & Recreation or the New York City Housing Authority (\$249,000).
 - 198 additional at 90-day retention at \$1,500 if the wage is at least \$344.25 per week in the above- said subsidized or unsubsidized jobs (\$297,000).
 - HRA shall pay and DPR may receive \$500 for 135 participants who are employed in an unsubsidized position during or after the 26th week in which the 180th day following the placement appears, so long as such date is at least 90 days from the day following placement in an unsubsidized position (\$67,500).
 - \$1,000 additional for 135 participants at 180-day retention in an unsubsidized job if the employee's case remains or is closed in addition to and in accordance with the above-said requirements (\$135,000).
 - For up to 35 unsubsidized job placements that DPR achieves within three (3) months or less of POP employment, HRA shall pay DPR \$1,000.00 in addition to the placement milestone (\$35,000).

If DPR achieves more retentions than indicated on the above schedule, HRA shall attempt to increase funding to pay DPR for the additional retentions.

Documentation sufficient to sustain the milestone achievement must be submitted within the timeframes defined below:

- 30 day placement & supplemental placement milestones within 40 days of Job Start Date (JSD)
- 90 day retention & supplemental retention within 60 days of achievement

- 180 day retention & supplemental retention within 60 days of achievement

DPR may place a POP participant in multiple jobs. However, DPR shall be compensated only once for the "Placement" milestone and each of the two (2) retention milestones for any particular participant within a twelve (12) month period.

- 4.3 For each individual employed at POP and/or subsequently placed in subsidized or unsubsidized jobs, DPR shall complete a Transitional Benefits package, if warranted, and, with HRA assistance, an FIA3a.
- 4.4 DPR may claim milestone payments in accordance with the schedule in Article 4.2 above for placement if a POP participant is placed in a job within 90 days of termination from his or her POP job.
- 4.5 DPR shall invoice HRA for the payroll costs on a quarterly basis by submitting a listing which is to include the client's name (employee), the client's social security number, the client's HRA case number, the client's hours worked, and the client's gross wages earned. The invoice shall also include expenditures for additional employees associated with the program and OTPS expenditures. The invoice shall be submitted to:

Assistant Deputy Commissioner
FIA Office of Employment Services
NYC Human Resources Administration
123 Williams Street, 6th Floor
New York, NY 10007

The final invoice for the fiscal year shall be submitted no later than July 15th following the close of the fiscal year. The final invoice for the fiscal year must include salaries and expenses paid through June 30th.

- 4.1 The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and OTPS is not funded by any other City, State or Federal jurisdiction. The invoice should be signed by the DSNY fiscal agent.

"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 therein has been previously certified, and that the amount is solely for the operation of said program described on this invoice."

- 4.6 DPR shall certify that the invoice represents the actual gross salaries and taxes paid for HRA-referred clients under this program.

- 4.7 Upon receipt of the invoice, HRA shall process an intra-City voucher as reimbursement to DPR.
- 4.8 The parties hereto shall keep all participant information confidential in accordance with the provisions of the Social Services Law of the State of New York, the Social Security Act, 42 U.S.C.A. 1306 (1988), and all other applicable laws, rules, and regulations.
- 4.9 HRA and DPR shall not make any statement to the press concerning the policies and procedures of the other agency as related to the work performed pursuant to this Cooperative Agreement without the prior written approval of the other agency. This clause applies during the term of this Cooperative Agreement as well as after the completion or termination of this Cooperative Agreement.
- 4.10 This Cooperative Agreement represents the entire understanding of the parties hereto with respect to the subject matter contained herein. This Cooperative Agreement may not be orally modified. Amendments to this Cooperative Agreement may be effected exclusively by written document signed by the duly authorized representatives of the parties.

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PART II – GENERAL PROVISIONS

ARTICLE 1. OWNERSHIP OF DELIVERABLES

1. All furnishings, goods, equipment, supplies and other property acquired in whole or in part by funds provided for in this section by the City ("City-owned property") shall be clearly marked or identified by DPR as HRA/City-owned property. During the term of this Agreement (and any renewals thereof), such City-owned property shall be in the custody and control of DPR. While in DPR's custody, possession or control, any such property shall be maintained in a first-class condition and DPR shall bear all risk of loss and damages with respect thereto, normal wear excepted. DPR shall not dispose of City-owned property without prior written approval of HRA. All deliverables under this agreement shall be the sole property of HRA, and DPR shall not allow same to be used, except for the purposes of this agreement without the express written permission of HRA.
2. DPR will maintain an up-to-date inventory of furniture and equipment and submit such as requested and as part of the last invoice submission.

ARTICLE 2. PUBLICITY

1. 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, may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement.
2. If DPR publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved 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 in print and any other medium.

ARTICLE 3. RETENTION OF RECORDS

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

ARTICLE 4. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State and Local Laws, rules and regulations as are in effect at the time such services are rendered including, without limiting, 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 parts 84 and 85.

ARTICLE 5. CONFIDENTIALITY

1. All information obtained, learned, developed or filed by DPR in connection with recipients or services, including data contained in official HRA files or records, shall be held confidential by DPR pursuant to the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, 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.
2. All of the reports, information or data, furnished to or prepared, assembled or used by DPR under this 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 provided notice of the request for the disclosure.
3. Any and all materials developed by DPR specifically for utilization under this Agreement shall become the joint property of the City of New York and DPR.

ARTICLE 6. SURVIVAL

The provisions of this Part shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

ARTICLE 7. COMPLIANCE WITH STATE ADMINISTRATIVE DIRECTIVE

In compliance with Administrative Directive 80 ADM 86 of the New York State Department of Social Services, the Commissioner or his/her designee may require the reassignment of any employee performing work under this Agreement for cause. Furthermore, the Commissioner or his/her designee may request retention, reinstatement or reassignment of any employee who performed any work under the Agreement and who may have been reassigned.

ARTICLE 8 - 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 9. TERMINATION

1. Either HRA or DPR shall have the right to terminate this Agreement in whole or in part:
 - a. Without cause, by giving three (3) months' written notice; or
 - b. For good cause by giving the other party thirty (30) days' written notice with an opportunity to cure within said thirty (30) days.
2. HRA will have the right to terminate this agreement in whole or in part if Federal or State reimbursement is terminated or not allowed.

3. In addition, HRA shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funds by action or change of Federal, State or City government policy, law or regulation.
4. In the event of termination of this Agreement, for whatever cause, HRA will pay all costs and cancellable obligations up to and including the effective date of such termination.

ARTICLE 10. ASSIGNMENT

The DPR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of the DPR's right, title, interest obligations or duties herein, or the DPR's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written consent of the Administrator shall be obtained (which approval shall be attached to the original Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in excess of the reimbursement limitation as stated in Article IV, above. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.

ARTICLE 12. MODIFICATION

This 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. The Budget to this Agreement may not be modified more than once per quarter and must be submitted for approval no later than two (2) weeks prior to the close of the fiscal quarter. There shall be no modification to the performance based allocation portion of the Budget (\$1,419,000).

ARTICLE 13. ENTIRE AGREEMENT

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

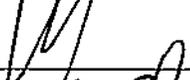
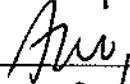
U-POP-JTP Seasonal Employment Placements
Department of Parks and Recreation
Cooperative Agreement
08/29/19

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

THE CITY OF NEW YORK
DEPARTMENT OF PARKS AND RECREATION

BY: 
NAME: David Stark
TITLE: AC
DATE: 9/23/19

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY: 
NAME: 
TITLE: 
DATE: 9/22/19

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 27th day of Sept 19, before me personally came Vincent Pullo, to me known and known to be Vincent Pullo 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/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13526
Certificate Filed in New York County
Commission Expires May 01, 2020

Sharon James Leonce
NOTARY PUBLIC

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 23rd day of SEPTEMBER 20 19, before me personally came DAVID STARK, to me known and known to be ASSISTANT COMMISSIONER FOR BUDGET of the NYC DEPARTMENT OF PARKS AND RECREATION, the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Faustina A. Osei-Owusu
NOTARY PUBLIC

FAUSTINA A. OSEI-OWUSU
Notary Public, State of New York
No. 010S6232313
Qualified in Westchester County
Commission Expires Dec. 06, 2022

U-POP-JTP Seasonal Employment Placements
Department of Parks and Recreation
Cooperative Agreement
08/29/19

EXHIBIT A

**NYC PARKS - POP Program
FY '20 (As of Jan Plan) Line-Item Budget**

PS	
PARTICIPANTS	
Participants (1,714 Avg.)	\$53,616,816
1,714 * Wgtd Avg Sal. \$31,959.24	
\$15.00/hr rate eff. 12/31/18 \$15.45/hr rate eff. 10/26/19	
CENTRAL STAFF	
2 Program Directors @ \$87,695	\$175,390
2 Deputy Directors @ \$66,328	\$132,656
5 Program Coordinators @ \$54,942	\$274,710
<u>40 Counselors @ \$43,263</u>	<u>\$1,730,520</u>
Subtotal	\$2,313,276
PS Subtotal	\$55,930,092

Tools	\$960,000
Paint	\$150,000
Equipment	\$860,000
Van Rentals & Purchases	\$600,000
Training & Development	\$80,000
Uniforms	\$900,000
Miscellaneous	\$200,000



PERFORMANCE	
Pay-Per-Placement & Retention Milestones (Funds the cost of Job Developers & Instructors)	\$1,419,000

GRAND TOTAL	\$61,099,092
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*POP participants average pay is 87.5% of the annual rate; therefore funding allows us to hire 1,959.