

**INTRA-CITY AGREEMENT BETWEEN  
DEPARTMENT OF PARKS AND RECREATION  
AND  
HUMAN RESOURCES ADMINISTRATION**

**THIS INTRA-CITY AGREEMENT** (“Intra-City Agreement”), made as of June 21, 2012 between the New York City Human Resources Administration (“HRA”), located at 180 Water Street, New York, New York 10038; and the New York City Department of Parks and Recreation (“DPR”), with its main office at The Arsenal, Central Park, New York, New York, 10065 (the “parties”).

**WHEREAS**, it has been shown that the adult population in the Hunts Point and Mott Haven Communities located in the South Bronx have high rates of obesity, diabetes, heart disease and hospitalization; and

**WHEREAS**, DPR wishes to build a garden in order to provide South Bronx communities increased access to fresh fruits and vegetables and to teach community gardening skills which would be beneficial to the neighborhoods’ long and short term development and health; and

**WHEREAS**, HRA through the Mayor’s Office’s Center on Economic Opportunity (“CEO”) has available funding for the above program; and

**WHEREAS**, DPR is ready, willing and able to provide the services as described herein; and

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1. TERM OF PERFORMANCE**

This Agreement shall become effective upon execution and shall remain effective until the end of the fiscal year, June 30, 2012 for the period of April 1, 2012 until June 30, 2012. This Agreement shall be automatically renewed for additional one (1) year terms, subject to availability of funds, unless terminated pursuant to the terms of this agreement by either party.

**ARTICLE 2. SCOPE OF SERVICES**

DPR shall provide the services and equipment as set forth in Exhibit A, attached hereto and incorporated herein. Exhibit A also delineates and allocates the budget for these services and equipment (hereinafter referred to as the “Budget”).

**ARTICLE 3. TERMS OF PAYMENT AND INVOICING**

- A. HRA agrees to pay, subject to funding, and DPR agrees to accept as full payment for all services rendered under this Agreement an amount not to exceed twenty five thousand dollars (\$25,000.00) which shall be allocated for the specific expenses delineated in the Budget portion of Exhibit A, attached hereto and incorporated herein.

- B. Parks shall submit request(s) for payment on a monthly basis on an official Intra-City invoice with supporting documentation and the final request for payment shall be made no later than July 15<sup>th</sup> of each fiscal year. Requests for payment should be sent to:

New York City Human Resources Administration  
Finance Office – Bureau of Accounts Payable  
180 Water Street – Room 807  
New York, New York 10038  
Attn: Dean Rainey, Director

- C. Payment shall only be made upon acceptance and approval of the invoices and documentation that substantiates the eligible costs incurred by DPR pursuant to the Budget portion of **Exhibit A**. The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and/or OTPS is not funded by any other City, State, or Federal jurisdiction and shall 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”.

- D. As the period of performance contemplated by this Agreement, may involve performance by DPR in a subsequent year(s), funding for such period is subject to the appropriation of funds for such subsequent City Fiscal Year(s) and availability hereof.

#### **ARTICLE 4. NOTICE**

All notices required by this 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 the parties shall be delivered to the following addressees and addresses:

**To HRA:**

Executive Deputy Commissioner of Finance  
NYC Human Resources Administration  
180 Water Street, 11<sup>th</sup> Floor

New York, N.Y. 10038

**TO DPR**

Mr. Liam Kavanagh  
First Deputy Commissioner  
Department of Parks and Recreation

830 Fifth Avenue, Rm. 308  
The Arsenal, Central Park  
New York, NY 10065

## **ARTICLE 5. RETENTION OF RECORDS**

Both parties shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any 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 said materials during said period.

## **ARTICLE 6. COMPLIANCE WITH LAW**

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 their 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 7. CONFIDENTIALITY**

- A. All information obtained, learned, developed or filed in connection with this Agreement the participants, or services, including data contained in official HRA files or records, shall be used only for the intended purposes under this agreement and shall be held confidential by the parties 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 to any persons except as authorized or required by law.
- B. All of the reports, information or data, furnished to or prepared, assembled or used by the parties under this Agreement are to be held confidential, and the parties agree that the same shall not be made available to any individual or organization without the prior written approval of the parties except as directed in a court law.
- C. Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:  
  
"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure".
- D. The provisions of this Article shall remain in full force and effect following termination of this Agreement.

## **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**

- A. Either party shall have the right to terminate this Agreement in whole or in part: without cause, by giving the other party thirty (30) days prior written notice, or for good cause, immediately.
- B. HRA shall have the right to terminate this Agreement immediately for the following reasons: if Federal or State reimbursement is terminated or not allowed; if City funds are terminated; if there is a lack of availability of HRA in-house staffing resources; or if there is a change in HRA priorities.
- C. In the event that HRA does terminate this 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 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 Agreement.

#### **ARTICLE 10. ASSIGNMENT**

DPR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any right, title, interest, obligation, duties herein, or 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 approval of the Commissioner of HRA or his/her designee shall first be obtained (which approval shall be attached to the original Agreement), and subject to such conditions and provisions as HRA may deem necessary. No such approval by HRA shall be deemed in any event or in any manner to provide for incurring any obligation of HRA in excess of the amount specified in Article 3 above. Any such assignment, transfer, conveyance, or other disposition without such approval shall be void.

#### **ARTICLE 11. MODIFICATION**

This Agreement may be modified by the parties in writing.

#### **ARTICLE 12. COMPLIANCE WITH LOCAL LAW 40**

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

**ARTICLE 13. ENTIRE AGREEMENT**

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

THE NEW YORK CITY  
DEPARTMENT OF PARKS AND RECREATION

BY: [Signature]  
TITLE: First Deputy Commissioner  
DATE: June 19, 2012

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

BY: [Signature]  
TITLE: [Signature]  
DATE: 6/21/12

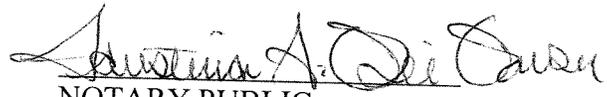
**ACKNOWLEDGEMENTS**

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 19<sup>TH</sup> day of JUNE 2012, before me personally came LIAM KAUNAGHO to me known and known to be FIRST DEPUTY COMMISSIONER 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.

  
NOTARY PUBLIC

**Faustina A. Osei-Owusu**  
Notary Public, State of New York  
No. 010S6232313  
Qualified in Bronx County  
Commission Expires December 6, 2014

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 21<sup>st</sup> day of June 12, 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.

  
NOTARY PUBLIC

**BONNIE R. BRIGGMAN-ROBINSON**  
Commissioner of Deeds  
City of New York No. 4-4617  
Commission Expires July 01, 2013



NYC Center for Economic Opportunity  
 Proposal for GreenThumb Good Food Initiative in the South Bronx

According to recent reports from the New York City Department of Health and Mental Hygiene (DOHMH), 25% of adults in the Hunts Point and Mott Haven communities in the South Bronx are obese, with 54% of the population reported as exercising zero days of the week. Hunts Point and Mott Haven both have high rates of hospitalization due to heart disease, and this is on the rise in the community. Diabetes is also especially high in both sections, making adults in Hunts Point and Mott Haven more likely to have asthma than adults in the Bronx and New York City overall.

Funds will be used to build a garden to give the South Bronx community increased access to fresh fruits and vegetables and to teach the community gardening skills, which will be beneficial to the neighborhoods' short and long term development and health. We will purchase soil, compost, lumber, gardening tools including shovels, trowels, wheelbarrows and other supplies and to prepare the site, build new raised gardening beds and plant new fruit and shade trees and vegetables. We will also purchase equipment and supplies including a generator, a dolly, folding chairs, folding tables, pop-up tents and benches to support future operation of the garden and build a new shed on site to store and secure all the gardens' tools and supplies. With a new rain water harvesting system using water barrels, the garden can serve as a green classroom, educating community members about sustainability and water conservation. Through other workshops, free Health Screenings and programming, the community will be encouraged to learn about healthy lifestyle habits and the dangers of increased blood pressure, cholesterol, blood pressure and weight.

**GreenThumb Budget**

	<b>Total</b>
OTPS Needed to Build Garden in June 2012	\$ 21,700
OTPS Needed to Sustain Garden During Summer 2012	\$ 3,300
<b>TOTAL</b>	<b>\$ 25,000</b>

<b>Materials Needed to Build Garden in June 2012</b>
Soil/Compost
Lumber
Vegetable Plants and Fruit Trees
Perennials
Rain barrels
Tool Shed
Garden Tools (shovels, wheelbarrow, trowels, etc.)