

COOPERATIVE MANAGEMENT AGREEMENT
between the
U.S. Department of the Interior, National Park Service,
GATEWAY NATIONAL RECREATION AREA
and
The City of New York

This Cooperative Management Agreement (CMA or the Agreement) is entered into by and between The City of New York (City or NYC, a municipal corporation of the State of New York), acting by and through the Mayor of The City of New York and the United States of America, acting by and through the Secretary of the Interior, collectively known as "Parties."

ARTICLE I – BACKGROUND AND OBJECTIVES

Gateway National Recreation Area (GATE) was created by the United States Congress in 1972 [P.L. 92-592, 85 Stat. 1308], to preserve and protect natural and cultural resources for the use and enjoyment of future generations. The congressional history and legislative intent behind the creation of GATE underscore the need for open space, as well as the need for natural resource based recreational opportunities for visitors inhabiting one of the most densely populated urban areas.

GATE is owned by the United States of America and is administered by the National Park Service (NPS). GATE is situated in the New York City metropolitan area, and consists of three distinct units: the Sandy Hook Unit (New Jersey), and the subjects of this Agreement, the Jamaica Bay and Staten Island Units (New York).

The NYC Department of Parks & Recreation (DPR) is the Mayoral Agency charged with principal stewardship of over 29,000 acres of municipally-owned park lands throughout NYC, including more than 5,000 individual properties ranging from Coney Island Beach and Central Park to community gardens and Greenstreets. NYC operates more than 800 athletic fields and nearly 1,000 playgrounds, 550 tennis courts, 66 public pools, 48 recreational facilities, 17 nature centers, 13 golf courses, and 14 miles of beaches.

DPR operates, maintains, and programs City parks within the area of Jamaica Bay including Marine Park, Canarsie Park, Rockaway Beach, and Rockaway (Edgemere) Community Park, and numerous smaller parcels, as well as City parks within Staten Island including South and Midland Beaches and other areas as deemed appropriate.

Both NPS and NYC share the mutual goal of providing safe, enjoyable, and educational activities and programs to visitors and residents as they experience the various sites within each agency's jurisdiction. NPS and NYC agree that enhanced cooperation and management will benefit the public by rendering better, more cost-effective, and more abundant services at the City parks and NPS Units adjacent to Jamaica Bay and within Staten Island with increased efficiency. The

Parties agree that enhanced cooperation and management should extend to joint undertakings in furtherance of the initiatives agreed upon between the Secretary of the Interior, the Director of the National Park Service, and the City of New York in an Agreement executed November 14, 2011, in furtherance of goals identified in the President's "America's Great Outdoors" (AGO) initiative.

The Parties agree that enhanced cooperation should include the development and implementation of park programs consistent with GATE's mission to provide open space and natural recreational opportunities, and with NYC's mission to build and maintain the parks of the 21st century thereby providing improved facilities for park users.

The Parties agree that enhanced or joint management should include the exploration of opportunities to establish governance structures and/or procedures that will allow, to the maximum extent feasible, their collective properties to be planned and operated as seamlessly as possible.

Both Parties agree that the mutual goal of providing safe, enjoyable, and educational activities and programs can be enhanced through appropriately-structured relationships with non-profit organizations and other civic groups that advocate for and otherwise support the objectives of this Agreement, including raising private funds for development, maintenance, operations, horticulture, restoration, and public programs.

This Agreement identifies the tasks to be undertaken by the Parties, in pursuit of effective collaborative management of Federal and City park lands in the Jamaica Bay and Staten Island surroundings to be referred to within this Agreement as the Cooperative Park Lands (CPL) (Attachments B, C, and D respectively). The purpose of this CMA is for NPS and NYC to establish a framework whereby the Parties can mutually develop and implement operational procedures for managing the CPL. Finalized procedures will be incorporated via supplemental documentation to be signed by the Key Officials identified as Authorized Signatories or their designees. Any projects and/or annual work plans requiring funding will be implemented via individual Task Agreements awarded in furtherance of this CMA.

The goals and objectives of this Agreement shall include NPS and City parks in Staten Island and Jamaica Bay, New York. A list of the parks is attached hereto as Attachment D.

ARTICLE II – AUTHORITY

A. NPS

Gateway National Recreation Area (GATE) is a unit of the National Park System created in 1972 pursuant to 16 U.S.C. §§ 460cc – 460cc-4, and was established "to preserve and protect for the use and enjoyment of present and future generations an area possessing outstanding natural and recreational features."

Pursuant to 16 U.S.C. §1a-2(l)(1), the NPS is authorized to cooperate with State and local park agencies for the more effective and efficient management of adjacent park areas, so long

as the administrative responsibilities for any unit of the National Park System are not transferred to NYC.

16 U.S.C. Section §1a-2(1)(2) provides that the Secretary may, under a cooperative management agreement, acquire from and provide to a State or local government agency goods and services to be used by the Secretary and the State or local government in the cooperative management of land.

16 USC 1a-2(1)(3) authorizes an assignment under 5 U.S.C. § 3372 of a Federal, State, or local employee for work in any Federal, State, or local land for any period of time determined by the Secretary and the State or local agency to be mutually beneficial.

B. NYC

NYC, acting through the Commissioner of Parks pursuant to Section 533 of the New York City Charter, is charged with the responsibility for the management, maintenance, and operation of City parks and recreation facilities under the jurisdiction of Parks, and has the authority to plan, develop, conduct and enter into arrangements, with public or private organizations, to ensure the beneficial use thereof for the people of the City.

ARTICLE III – STATEMENT OF WORK

Section I. NPS and NYC jointly agree to:

- A. Participate in regular (not less than monthly) meetings, and work together in good faith, to establish the means by which by which joint management of the Cooperative Park Lands (CPL) will occur and coordinate the work. Designate standing points of contact for purposes of discussing and resolving coordination matters. Coordinate review of, and comments to, plans or developments affecting interests of all parties to this Agreement. Agency heads will resolve substantive issues.
- B. Develop a joint vision and alternatives for management of CPL to be explored through public processes consistent with the GATE General Management Plan (GMP) now in development, the corresponding environmental site assessment and review as mandated under the National Environmental Policy Act (NEPA), and additional review undertaken by NYC as mandated under the New York State Environmental Quality Review Act (SEQRA) or as determined necessary by the City.
- C. Establish and convene working groups capable of developing, and carrying out where possible and practical, coordinated work plans under existing planning and compliance for immediate facilitation of the following:
 - 1. Identifying ways to coordinate among City and NPS authorities, rules, regulations, operating procedures, practices, and other restrictions permitting or prohibiting activities within park lands including but not limited to:

- a. Developing joint permitting procedures for authorization of filming, photography, special events, resource management, specimen collection and scientific research, use of athletic fields and other recreation areas, and special park uses;
 - b. Implementing a joint safety management program, streamlining law enforcement policies and procedures, implementing necessary modes of cross entity communication, with the intention of providing flexibility in utilization of law enforcement personnel;
 - c. Posting clear and consistent rules throughout the CPL, to the extent allowed by local, State, and Federal law.
2. Identifying immediate and annual Concession or Commercial Use Authorization opportunities to provide amenities to park users.
 3. Identifying programming opportunities in the form of interpretive, educational, and recreational activities, as well as the manner by which to accomplish coordination of existing activities.
 4. Recommending short term use(s) for Fountain and Pennsylvania Avenue landfills, as well as longer-term recommendations consistent with the GMP.
 5. Developing strategies for joint dispersal of information, marketing, and promotion of sites for immediate use.
 6. Proposing methods of joint natural resource management.
- D. Work together, consistent with applicable laws, rules, regulations, and policies, to develop joint operating procedures and standards to achieve the following longer term goals:
- 1. Recreation, Youth and Community Outreach, and Interpretation and Education**
Development of Programs and activities including but not limited to passive or active recreation, youth and community outreach, special events, interpretation and education, and other programs designed to enhance community awareness and engagement. Shared staff training and development.
 - 2. Jamaica Bay Science Center Concept**
Development of a vision, mission, and agreements with appropriate entities to establish a Jamaica Bay Science Center, with cooperation and support from the State of New York, the New York State Department of Environmental Conservation, and the US Army Corps of Engineers.

3. Commercial Services

Exploration and evaluation of commercial services and concessions providing amenities to park users including but not limited to non-motorized boating, cycling, horseback riding, camping or lodging, adventure courses, food and merchandise sales, etc., in order to assess their viability. Planning efforts and feasibility studies necessary to implement this goal will include but are not limited to exploration and implementation as appropriate of the following:

- a. Multi-site concession operations, evaluation of current concession operations, designation of additional commercial opportunities, including multi-site concessions which may be solicited by way of, and among other methods, Requests for Proposals, Requests for Bids, Requests for Expressions of Interest;
- b. Alternatives to concession opportunities, such as NPS Commercial Use Authorizations (CUAs);
- c. Streamlining the award and oversight process in accordance with applicable laws, rules, regulations, and policies governing the activities of the respective Parties;
- d. Identification of the manner by which corresponding revenues will be retained and reinvested in the CPL, in accordance with all applicable laws, rules, regulations, and policies;
- e. Future development or redevelopment of the following facilities including, but not limited to: Canarsie Pier, the former Neponsit health care site, the former Coast Guard Facilities at Riis Landing, Riis Bathhouse and parking lot, and Fort Tilden Parade Grounds;
- f. Identification of opportunities for fundraising activities, public and private special events, and DPR Temporary Use Authorizations (TUAs).

4. Resource Protection and Management

Explore, with intent to establish and implement as feasible, shared resource protection and management goals and standards to foster, develop, and support environmental stewardship, environmental restoration, and research programs, including but not limited to:

- a. "Greening" and sustainability projects including storm water recapture and environmental restoration;
- b. Species monitoring, including the removal of invasive species;
- c. Existing and proposed projects similar to the "Million Trees" project underway in the CPL;

- d. Solar power and other alternative energy exploration, including exploration of methane gas use;
- e. Resource recovery such as enhanced solid waste reuse and recycling and composting of vegetated matter and food waste;
- f. “Greenway” initiative projects, such as the Jamaica Bay Greenway;
- g. Coordinated exchange of Geographic Information Systems information among GATE and NYC, in support of data collection and mapping projects, which may include projects to identify land boundaries, determine proper legal ownership of parcels, and resolve or prevent encroachments;

5. Marketing, Branding, and Public Information for users

Coordination of the manner by which information in the form of public statements, printed materials, and posting of signs on CPL lands is to be presented, relayed to, or accomplished on behalf of, the public, partners, and political entities, including, but not limited to the following:

- a. Projecting the concept of cooperative management and presentation of Federal and City park lands as a seamless entity;
- b. Developing a shared “brand;”
- c. Developing and implementing a shared on-line presence;
- d. Developing and implementing of a shared calendar advertising public programs;
- e. Exploring shared on-line reservation systems for all activities requiring a permit;
- f. Coordinating information to be released to the public, and presentation of it as if from a single source;
- g. Fostering relationships with current and future non-governmental entities or not for profit organizations having similar missions. Establish criteria for “Partners” and identification of projects to be facilitated by partnering organizations.

6. Planning, Development, and Improvement Projects

Working together to enhance connections between park lands and communities via mass transit, greenways and bikeways. Planning, development, and improvement considerations include:

- a. Improvements to existing infrastructure to enhance community access to parks;

- b. Capital improvements necessary to support infrastructure serving the CPL;
- c. Construction of new structures or facilities or rehabilitation of existing structures and facilities;
- d. Coordinating exchange of property data information, including but not limited to: Building plans, condition assessments, legal descriptions, surveys, and GIS information between GATE and NYC, to aid in facilitation of future projects.
- e. Coordinating efforts to resolve and prevent encroachment.

7. Administration and Maintenance of Park Lands

Working together to develop methods by which the Parties shall effectively administer and maintain park lands, facilities, and operations, with special consideration toward the following:

- a. Responsibility among the Parties for day to day park operations;
 - b. Identifying areas to be mowed or otherwise landscaped;
 - c. Establishing sustainable and resource-based maintenance plans which keep the park safe for public use, clean, and in good repair;
 - d. Promoting waterfront safety;
 - e. Coordinating security and enforcement efforts;
 - f. Optimizing use of the Parties' facilities, equipment and vehicles.
- E. Obtain support from outside agencies where such support and cooperation is necessary to facilitate and accomplish the mutual goals identified in this Agreement, particularly in areas of planning and restoration. Outside agencies whose support is necessary may include but are not limited to the New York State (NYS) Department of Environmental Conservation (DEC), U.S. Fish and Wildlife Service (FWS), and The Port Authority of New York and New Jersey (PANYNJ).
- F. Explore options for establishing or identifying at least one not for profit (as defined in Section 501(c)(3) of the Internal Revenue Code) Friends or Conservancy Group as a support group to encourage, promote, and assist the Parties with the accomplishment of mutual goals identified under this Agreement and subsequent Agreements.

Section II. NPS agrees, consistent with applicable laws, regulations and government policies, to:

- A. Authorize NPS employees to support the activities and efforts of the Parties and provide support for authorized NYC liaison(s) or representative(s);
- B. Facilitate review and approval (subject to compliance with applicable local, State and Federal law, regulation, and policy) of third-party agreements, including but not limited to permitted activities, prepared in connection with this Agreement;
- C. Designate at least one subject matter expert as a participant and a facilitator in the working groups described in the above Section I.C.
- D. Utilize this Agreement to help inform GATE's GMP, to coordinate among the parties, and to facilitate the work and developments proposed under this Agreement.
- E. Include the City as a cooperating entity to the GATE GMP process.

Section III. NYC agrees, consistent with applicable laws, regulations, and government policies to:

- A. Authorize NYC employees to support the activities and efforts of the Parties under this Agreement;
- B. Ensure coordination between NYC Agencies or Departments whose services may be necessary or whose presence and operations on the CPL may have an impact on the objectives, projects, and activities identified in this Agreement;
- C. Designate a representative to liaise with other NYC agencies or entities, whose cooperation may be necessary in facilitation of objectives, projects, or activities identified in this Agreement;
- D. Facilitate review and approval (subject to applicable local and State and Federal law, regulation, and policy) of third-party agreements including but not limited to permitted activities, prepared in connection with the obligations of the parties herein.
- E. Coordinate SEQRA requirements with the GMP and other planning work as needed.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall be effective for a period of five (5) years beginning on the date the last signature is affixed to this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice. In the event this Agreement is terminated, all terms and conditions incorporated into any corresponding Task Agreement shall not be affected.

ARTICLE V – KEY OFFICIALS

- A. The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Either party, on notice to the other party, may designate another person or persons to act in his/her place for point of contact positions that do not require specific designation.
- B. The NPS Agreements Technical Representative (ATR) will be designated in writing by the Contracting/Agreements Officer. Authorities and limitations of authority will be explained in the designation letter.
- C. The Contracting/Agreements Officer and the GATE Superintendent are designated the NPS Authorizing Signatories for all Task Agreements corresponding to this Cooperative Management Agreement.
- D. The Commissioner, New York City Department of Parks and Recreation or authorized designee is designated the NYC Authorized Signatory for all Task Agreements corresponding to this Cooperative Management Agreement.

1. **NPS:**
Commissioner
National Parks of New York Harbor
26 Wall St.
NY, NY 10005

Superintendent
Gateway National Recreation Area
210 New York Avenue
Staten Island, New York 10305
(718) 354-4665

Business Management Division
Gateway National Recreation Area
210 New York Avenue
Staten Island, New York 10305
(718) 354-4614

Unit Coordinator
Jamaica Bay Unit
Gateway National Recreation Area
Building 69
Floyd Bennett Field
Brooklyn, New York 11234
(718) 338-3338

Agreements Technical Representative
Gateway National Recreation Area
210 New York Avenue
Staten Island, New York 10305
(718) 354-4621

NER Contracting/Agreements Officer
National Park Service
US Custom House
200 Chestnut Street-3rd Floor
Philadelphia, PA 19106
Telephone: 215-597-0056

2. **NYC:**

Office of the First Deputy Mayor
City Hall
New York, New York
Commissioner
The City of New York
Department of Parks & Recreation
The Arsenal
Central Park
830 Fifth Avenue
New York, New York 10065
(212) 360-1307
(212) 360-1347 Fax

Brooklyn Borough Commissioner
The City of New York
Department of Parks & Recreation
Litchfield Villa
95 Prospect Park West
Brooklyn, NY 11215
(718) 965-8900

Queens Borough Commissioner
The City of New York
Department of Parks & Recreation
The Overlook
80-30 Park Lane
Kew Gardens, NY 11415
(718) 718-520-5900

Staten Island Borough Commissioner
The City of New York
Department of Parks & Recreation
Stonehedge
1150 Clove Road
Staten Island, NY 10301
(718) 390-8000

Assistant Commissioner
Marketing & Revenue
New York City
Department of Parks & Recreation
The Arsenal
830 Fifth Avenue
New York, NY 10065
(212) 360-1366

General Counsel
New York City
Department of Parks & Recreation
The Arsenal
830 Fifth Avenue
New York, NY 10065
(212) 360-1314

- E. Communication – Both parties will address any communication regarding this Agreement to the Authorized Signatories identified above.
- F. Either party may change Key Officials or Authorized Signatories by giving written notice to the other party.

ARTICLE VI – AWARD, PAYMENT AND REIMBURSEMENT

Applicable to the extent Federal funding is awarded to The City of New York under the terms of any corresponding Task Agreement:

- A. The commitment of specific services and funds in furtherance of this CMA shall be authorized by individual Task Agreements identifying each project, the amounts of financial assistance, and

any other special term or condition applicable to that project, subject to funding limitations. When all parties mutually agree upon the work to be accomplished and the work program, an appropriate Task Agreement shall be executed, obligating the funds for the project.

B. Appropriate funding and account information will be identified in each Task Agreement. The Parties shall determine ahead of time methods of payment for joint projects, and make arrangements for reimbursement, where applicable, and shall:

1. Include a description of the project, the authority for the activity or project and identify the expenditure/transfer, and the specific funding sources and amounts.
2. Identify banking account information where transferred funds will be deposited in an insured account before being disbursed.
3. Show a plan for accounting for the receipt, obligation, and expenditures of advance or other payments, including the frequency of reporting to be undertaken in accordance with Article VIII.
4. Funding recipients are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived in writing by the park Superintendent or designee, the following types of post-award changes in budgets and projects require the prior written approval of the Superintendent or designee. If there have been significant changes as determined by the park Superintendent or designee in the project objectives, location, approach or time delays, then the funding recipient must explain and justify the change to the satisfaction of the park Superintendent or designee. If the scope or objectives have changed or an extension of time is necessary, then the funding recipient must explain the circumstances and justify the change. If the total budget has been exceeded or if the individual budget items have changes exceeding the prescribed limits, explain and justify the change and its effect on the project. Under no circumstances shall the NPS be deemed obligated to fund budget overruns that were not pre-approved by the NPS. *See* Article XII(A)(5).
5. All applicable terms and conditions for Federal Cooperative Agreements, including reporting requirements apply.

C. Award of NPS Funds to NYC:

1. The following documents shall be submitted by the City of New York prior to the award of this Agreement:
 - a. SF-424, Request for Federal Financial Assistance
 - b. SF-424B, Assurances, Non-construction Programs
2. The following documents shall be submitted by the City of New York prior to the award of Federal Funds under this Agreement:

- a. SF-424, Request for Federal Financial Assistance
 - b. SF-424A, Budget Information, Non-construction Programs
 - c. Budget Information from the SF-424A is summarized later in this Article
3. The City of New York is required to register with the Central Contractor Registration (CCR), accessed at <https://www.bpn.gov/ccr/>. Failure to register can affect the awarding or disbursement of funds in connection with this Agreement.
 4. Payment under individual Task Agreements will be made no more frequently than monthly and will be paid by electronic funds transfer directly into NYC's account located at the financial institution as designated in the Central Contractor Register. The preferred payment frequency is quarterly.
 5. When required for payment pursuant to a specific Task Agreement, the City of New York must submit Standard Form 270 (SF-270), "Request for Advance or Reimbursement," for payment in signed original to the Contracting/Agreements Officer with a copy to the ATR. In accordance with the provisions found in OMB Circular A-102, invoices and other required supporting statements or certificates (all properly identified with the Agreement number, the amendment number if applicable, and the Task Agreement number) will be submitted to the NPS Agreements Technical Representative (ATR):

Ms. Karen Edelman
Agreements Technical Representative
Gateway National Recreation Area
210 New York Avenue
Staten Island, New York 10305

Each SF-270 furnished will be addressed to:

Contracting/Agreements Officer/Invoice Coordinator
Department of the Interior
US Custom House
National Park Service Northeast Region
200 Chestnut Street, 3rd floor
Philadelphia, PA 19106

D. Transfer of NYC Funds to NPS:

1. The NPS will establish a reimbursable account, dedicated to the completion of the projects described in any Task Agreement entered into under this CMA to receive funds contributed by NYC under this CMA. NPS will bill NYC on the schedule, and as otherwise specified, in the Task Agreement. Funds for projects identified in any Task Agreements attached hereto shall be deposited by NYC in the reimbursable account established. Payment is expected within 30 days of receipt.

2. NPS shall maintain satisfactory financial accounts, budgets, documents, and other records relating to cost, disbursements, and receipts pertaining to all tasks governed by this Agreement and the funds disbursed thereto and shall make them available to NYC for auditing purposes at reasonable times. All such records of NPS are subject to examination and audit by NYC for three (3) years after payment is made pursuant to this Agreement.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

Applicable to the extent Federal funding is awarded to The City of New York under the terms of any corresponding Task Agreement:

- A. Where to Submit – In accordance with 43 CFR Part 12, The City of New York will submit reports to the NPS Contracting/Agreements Officer at the address specified in Article V. The City will also submit a copy of each report to the ATR at the address specified in Article V.
- B. What and When to Submit – The City will submit to the NPS the following reports at the specified times:
 1. Federal Financial Report (FFR), SF425, submissions shall be defined in each Task Agreement and shall be submitted no more than 30 days after the end of the reporting period for quarterly and semi-annual reports. Annual reports shall be submitted no more than 90 days after the end of the reporting period. Upon completion of the project a final FFR will be submitted no more than 90 days after the final project end date.
 2. FFR reports will be submitted for this Agreement for the period of time as specified in the corresponding Task Agreement.
 3. In accordance with 43 CFR Part 12.951 in any fiscal year in which Federal funds are received under this Agreement, the City shall submit to the NPS an annual report describing the accomplishments of the City, the expenses and income of the City, and each entity to which the City made any grant during the fiscal year, pertaining to funds received under this Agreement.
- C. Recordkeeping – The City will keep records concerning this Agreement in accordance with the requirements of the General Provisions, CFR, and applicable Office of Management and Budget Circulars.

ARTICLE VIII – PROPERTY UTILIZATION AND DISPOSITION

To the extent Federal funding is awarded to the City under the terms of any corresponding Task Agreement, property utilization and disposition shall be in accordance with the OMB Circulars listed in Article XII and 43 CFR 12 Subpart C. If the project described in Article III includes the acquisition of property (i.e. equipment, supplies) see www.whitehouse.gov/omb/grants to access the applicable OMB Circulars.

ARTICLE IX – LIABILITY

- A. Each party to this Agreement hereby acknowledges that the other party to this Agreement is self-insured.
- B. The United States of America does not assume any responsibility or liability for the acts or omissions of the City arising out of or in any way connected to any of the activities authorized under this Agreement. Indemnification of the United States by the City will be addressed in individual Task Agreements as applicable.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties in accordance with all applicable laws, rules and regulations. Modifications will be in writing and approved by the NPS Contracting/Agreements Officer and the authorized representative of The City of New York.
- B. This Agreement may be terminated by either party upon thirty (30) days written notice.

ARTICLE XI – GENERAL AND SPECIAL PROVISIONS (FEDERAL FUNDING)

To the extent Federal funding is awarded to NYC in furtherance of the objectives of this Agreement, the following General and Special Provisions shall apply to corresponding Task Agreements:

A. General Provisions

- 1. **OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement:
 - a) 2 CFR Part 225 (OMB Circular A-87), *Cost Principles for State, Local, and Indian Tribe Governments*;
 - b) 43 CFR Part 12 Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
 - c) OMB Circular A-102, *Grants and Cooperative Agreements With State and Local Governments*;
 - d) OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organization*;
 - e) FAR Clause 52.203-12, Paragraphs (a) and (b), *Limitation on Payments to Influence Certain Federal Transactions*.

2. Trafficking in Persons

- a) Provisions applicable to a Cooperator that is a private entity.
 - (1) You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not--
 - (i) engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - (i) is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
 - (A) associated with performance under this award; or
 - (B) imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 12.
- b) Provision applicable to a Recipient other than a private entity.
 - (1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
 - (i) is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - (A) associated with performance under this award; or
 - (B) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 12.
- c) Provisions applicable to any Recipient.
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a(2) or b of this section:

- (i) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 - d) Definitions. For purposes of this award term:
 - (1) "Employee" means either:
 - (i) an individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity":
 - (i) means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) includes:
 - (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) a for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
3. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
4. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any

legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or New York City, of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

5. **Anti-Deficiency Act - 31 U.S.C. § 1341** - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or to involve any Federal agency in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
6. **Minority Business Enterprise Development - Executive Order 12432** - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages The City as recipient of Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR § 12.76 for State and Local Governments.
7. **New Restrictions on Lobbying-** In accordance with 43 CFR Part 18.100, no appropriated funds may be expended by the recipient of a Federal cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with any of the covered Federal actions.

Each person who requests or receives from an agency, a Federal cooperative agreement, shall file the certification set forth in Appendix A of this part. The Certification can be found in grants.gov as the Grants.gov Lobbying Form, but as of yet has no Form Number.

Recipients of a Federal cooperative agreement shall file the disclosure form, set forth in Appendix B of the part, if such person has made or has agreed to make any payment using non-appropriated funds, which would be prohibited by this part, if paid for using appropriated funds.

8. **Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving** - Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving - Executive Order 13513,(October 1, 2009 - Federal Leadership on Reducing Text Messaging While Driving) Recipients/cooperators and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

9. **Central Contractor Registration and Universal Identifier Requirements**

A. *Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 225.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. *Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - b) A foreign public entity;
 - c) A domestic or foreign nonprofit organization;
 - d) A domestic or foreign for-profit organization; and
 - e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:
 - a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
 - a) Receives a subaward from you under this award; and
 - b) Is accountable to you for the use of the Federal funds provided by the subaward.

10. **Member of Congress:** Pursuant to 41 U.S.C. § 6306 no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

11. **Buy American Act:** Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the

assistance should, in expending the assistance, purchase only American-made equipment and products.

B. Special Provisions

- 1. Davis-Bacon Act** – The Davis-Bacon Act, as amended, requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed in the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wages.
(<http://www.gpo.gov/davisbacon/>)

ARTICLE XII – OTHER GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1.** This Agreement and the obligations of NPS hereunder shall be subject to the availability of funding, and nothing contained herein shall be construed as binding NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the further expenditure of money in excess of such appropriations or allocations.

This Agreement and the obligations to NYC hereunder shall be subject to the availability of funding, and nothing contained herein shall be construed as binding NYC to expend in any one fiscal year any sum in excess of appropriations made by the City or administratively allocated for the purpose of this Agreement for the fiscal year.

- 2.** Each of the Parties agrees to make good faith efforts to implement this Agreement and will contribute use of its available staff, equipment, and facilities toward implementation of this Agreement at its discretion, but nothing in this Agreement shall be construed as obligating the Parties in the expenditure of funds, staff, property, or other resources. The Parties agree that implementation of this Agreement is subject to funding and staff limitations.
- 3. Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 4. Agency:** The City is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the City represent its self as such to third parties. NPS employees are not agents of the City and will not act on behalf of the City.

5. **Non-Exclusive Agreement:** This Agreement in no way restricts the NPS or NYC from entering into similar Agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
6. **Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
7. **Partial Invalidity:** If any provision of this Agreement or the applications thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforces to the fullest extent permitted by law.
8. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

B. Special Provisions

1. **Publication of results of studies:** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications under this Cooperative Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

The Parties hereby grant each other a royalty-free, non-exclusive, and irrevocable license to publish, reproduce and use, for any governmental purpose without limitation, all copyrightable material first produced or composed under this Agreement by or on behalf of either party.

2. **Public Information:** Prior Approval for Public Information Release, Publications, Signage, and Exhibits. Each Party must obtain **prior** approval from the other party for any public information releases which refer to the other party or any sub-unit, agency, or employee or contractor thereof (by name or title,) in connection with this Agreement.

3. Consistency with Public Laws: This Agreement is subject to all laws, regulations, and policies governing the NPS and NYC whether now in effect or hereafter adopted.

B. Certifications – The following certification is required in accordance with the provisions of this Agreement: N/A

ARTICLE XIII - ATTACHMENTS


The following documents are attached to and made a part of this Agreement:

- Attachment A – Salazar Bloomberg Agreement
- Attachment B – Jamaica Bay Map
- Attachment C – Staten Island Map
- Attachment D- List of Parks

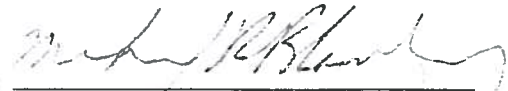
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ARTICLE XIV – SIGNATURES

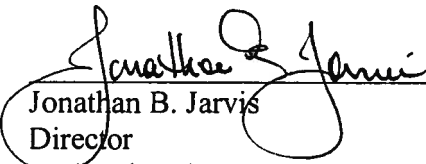
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.



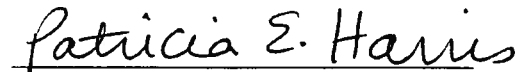
Ken Salazar
Secretary of the Interior
United States of America



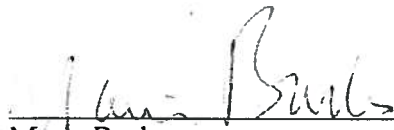
Michael Bloomberg
Mayor
City of New York




Jonathan B. Jarvis
Director
National Park Service




Patricia E. Harris
First Deputy Mayor
The Mayor's Office
City of New York



Marta Burks
Commissioner
National Parks of New York Harbor
National Park Service



Adrian Benepe
Commissioner
Department of Parks and Recreation
City of New York



Linda Canzanelli
Superintendent
Gateway National Recreation Area
National Park Service

APPROVED AS TO FORM:
Certified as to Legal Authority

NER Agreements Officer
National Park Service Northeast Region

Corporation Counsel

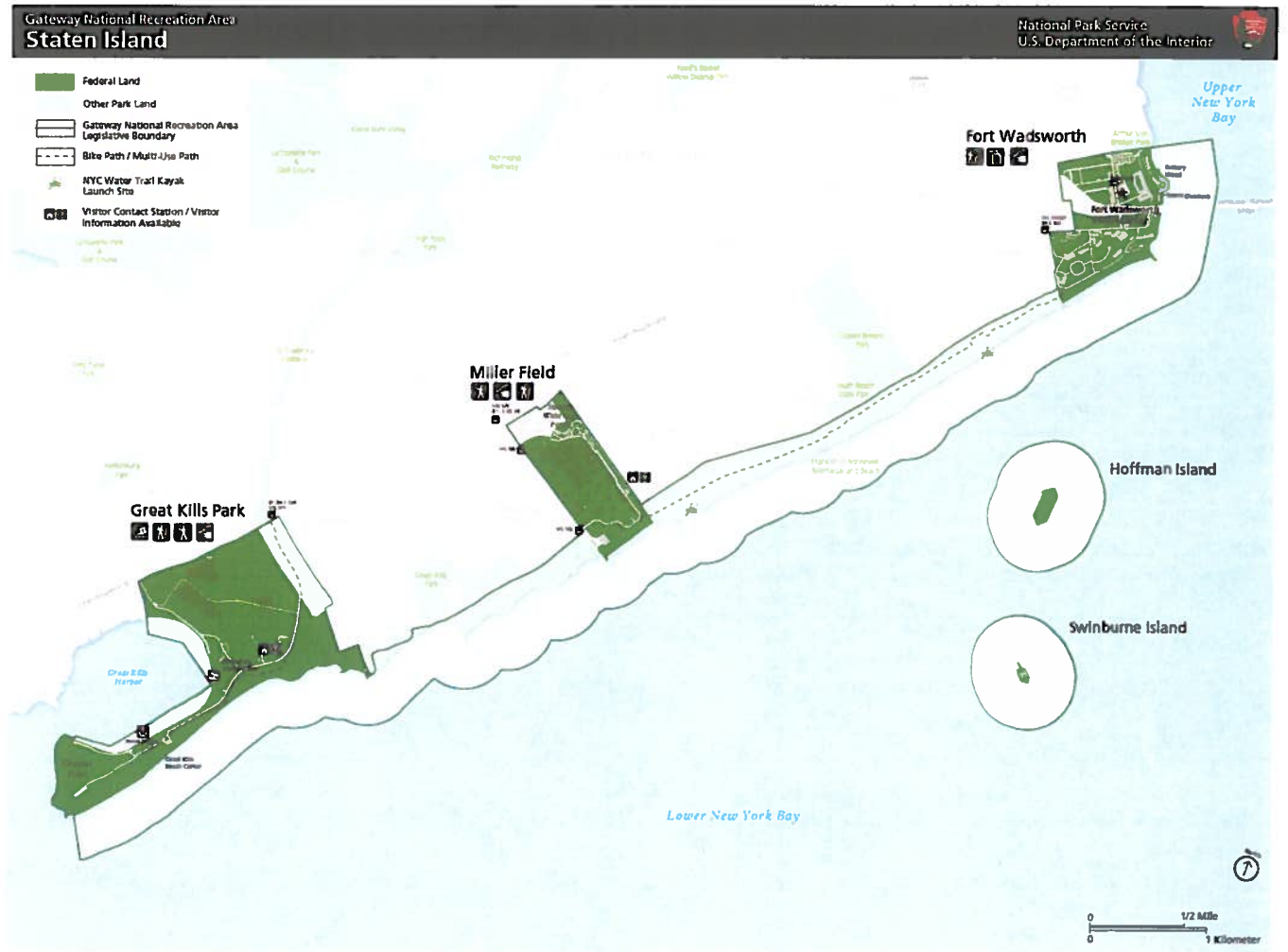
DATE:

Attachment A
Bloomberg-Salazar Agreement

Attachment B
Cooperative Park Lands (CPL)
Jamaica Bay Parks



Attachment C Staten Island Parks



Attachment D – List of Parks

National Park Service

Floyd Bennett Field
Jamaica Bay Wildlife Refuge
Fort Tilden
Jacob Riis Park
Breezy Point Tip
Fort Tilden to Breezy Point Club
Plumb Beach
Bergen Beach
Canarsie Pier
Spring Creek
Frank Charles Park
Hamilton Beach Park
Shoreline areas
Pennsylvania Avenue Landfill
Fountain Avenue Landfill

City of New York

Marine Park
Four Sparrow Marsh
McGuire Fields
Belt Parkway/Shore Parkway (between Verrazano Bridge and Cross Bay Blvd.)
Paerdegat Basin Park
Canarsie Park
Fresh Creek Nature Preserve
Spring Creek Park
Spring Creek Park Addition
Idlewild Park
Hook Creek Wildlife Sanctuary
Jamaica Bay Park
Bayswater Park
Rockaway Community Park
Dubos Point Wildlife Sanctuary
Brant Point Wildlife Sanctuary
Vernam Barbadoes Peninsula
Tribute Park
Broad Channel Wetlands
Broad Channel American Park
Beach Channel Park
Rockaway Beach (Ocean Promenade, Atlantic Ocean, Bch 110)
Rockaway Beach (B 126 St, B 149 St, Atlantic Ocean)
Rockaway Beach Boardwalk (B 73 to B 109 Sts)
Rockaway Beach & Boardwalk (B 9 to B 149 Sts)
Sunset Cove Park