

Jamaica Bay Science and Resilience Center City of New York and National Park Service Request for Expressions of Interest



Release date: July 17, 2012
Submissions due: November 2, 2012



Dear Friends,

We are pleased to offer you the unique opportunity to partner with the City of New York and the National Park Service in the establishment of a top-tier center to promote the understanding of science and resilience in the urban ecosystem and adjacent communities of Jamaica Bay. With unrivaled access to the Bay and its associated parklands, and the support of key public and private partners, the center will serve as a leader for future research and best-practice replication in the area – bringing together existing research initiatives, establishing a platform and an agenda for future restoration projects in the Bay, and serving as a model for other regional programs to promote natural resource stewardship and resilience.

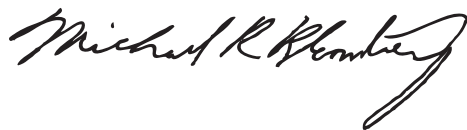
Today, dozens of organizations are actively working in Jamaica Bay – doing academic research and undertaking projects to restore what was once a productive and healthy ecosystem. To maintain these efforts and develop an even more robust scientific agenda, the center will provide these groups with organizational support, coordination, and guidance. The proposed center will align these disparate efforts around a proactive resilience research agenda that will underpin the Bay's restoration, helping to ensure that this important ecological resource remains available to future generations of researchers, New Yorkers, and visitors.

Our joint vision for Jamaica Bay goes well beyond the research center itself. Establishing great urban parks is a cornerstone of President Obama's America's Great Outdoors Initiative, and with almost a million people in its surrounding communities, no parklands are better situated to take on this role than the wetlands, beaches, and waters of Jamaica Bay. Our staffs are now engaged in an unprecedented, cross-jurisdictional effort to engage local communities, civic organizations and other stakeholders to conserve and restore these important lands and waters, promote recreational uses such as kayaking, camping, and swimming, and greatly improve access to parkland and open space close to home.

New York City is already home to many of the nation's leading cultural, artistic, and educational institutions. The Jamaica Bay Science and Resilience Center represents an historic opportunity to restore the landscape and set the research agenda of what is now taking shape as the largest park in the nation's largest city.

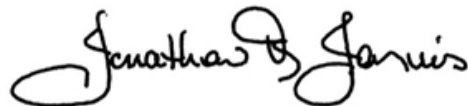
We look forward to your responses, and to being part of a team to ensure that Jamaica Bay will lead the way for a new generation of America's great urban parks.

Sincerely,

A handwritten signature in black ink, reading "Michael R. Bloomberg". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael R. Bloomberg
Mayor of the City of New York

Sincerely,

A handwritten signature in black ink, reading "Jonathan B. Jarvis". The signature is cursive and elegant, with the last name "Jarvis" being the most prominent.

Jonathan B. Jarvis
Director of the National Park Service



Credit: National Park Service



Credit: U.S. Army Corps of Engineers



Credit: U.S. Army Corps of Engineers

Purpose and goals

The purpose of this Request for Expressions of Interest (RFEI) is to solicit proposals from organizations interested in partnering in the establishment of a center for science and resilience in New York City's Jamaica Bay. This high-level research center, most likely located on public parklands within the Bay area, would focus initially on coordinating disparate scientific efforts now being undertaken there by public, private and non-profit entities. The goal of the Center would be to support the development of strategies for future restoration and protection of the Bay's ecology and enhancement of the resilience of the urban-ecological system of the Bay and its surrounding neighborhoods.

While the specific roles and responsibilities of the respective public and private partners are yet to be determined, it is envisioned that a qualified private or non-profit partner will operate the Center on a day-to-day basis. This role will include identifying, implementing, and supporting priority studies necessary to understand the complexity of this particular urban ecosystem as well as facilitating the sharing of scientific information that would prove useful as a foundation for the development of resilience strategies for the city as a whole and for other coastal communities.

Background

In 2010, President Obama launched the America's Great Outdoors Initiative to be an agenda for conservation and recreation in the 21st century. The initiative looks to the federal government to partner with states and local communities to rework inefficient policies and establish conservation solutions that are informed by communities, rather than Washington. As part of this effort, the U.S. Department of the Interior, the National Park Service (NPS), and the City of New York met last June with other public agencies, non-profit organizations, and private groups to seek new opportunities for collaboration.

Since then, the NPS and the City have been working together on an ambitious plan to turn federal, state and City-owned lands in Jamaica Bay into a new "jewel in the crown" of the national and city park systems – a focal point for restoration, education and recreation efforts and a magnet for the urban dwellers around its perimeter. With the generous support of the Rockefeller Foundation and National Grid, the two public entities have developed a vision for the 10,000 acres of combined parklands as a new and unique destination for multi-day stays. The City and NPS are jointly crafting a series of new outreach and engagement programs for youth in the surrounding communities. They also are moving rapidly towards the coordination of all planning, operations, natural resource management, and scientific research efforts.

Over the course of the past year, the City and NPS have established the institutional underpinning of this groundbreaking partnership. In October 2011, the entities signed a General Agreement (see Appendix D) that provided a legal framework for these joint efforts. This July, the two organizations will further strengthen their partnership by signing a Cooperative Management Agreement, which identifies how the parklands surrounding Jamaica Bay will be collaboratively planned, managed and developed in the future – both to support the Bay itself and to attract and educate millions of new visitors to its shores.

Among the first initiatives that the two parties will jointly undertake is the creation of a science and resilience center at Jamaica Bay. Today, dozens of organizations take advantage of the Bay's resources for academic research and experimental restoration projects. However, these efforts are disparate and at times redundant. By bringing the science behind these efforts together in one place, the Center aims to provide the intellectual underpinning both for the development of strategies to enhance the resilience of the area's ecosystem and for the commitment of resources needed to carry it out.

The Center will serve broader purposes as well. As a part of the new combined City/National Park, it will constitute a key component of the entity's commitment to education and educational outreach and could operate synergistically with a potential "wetlands center" designed to educate visitors in a hands-on way about the natural ecology of the Bay and the role of wetlands to provide vital species habitats, enhance water quality, and

protect the surrounding urban assets from storms and other impacts. On a broader canvas, the Center offers an opportunity to test climate change adaptation and resilience strategies that could be of critical value to other compromised areas of the city and to other urban estuaries around the world.

Because of these opportunities, a number of other public agencies and private institutions have a strong interest in this project. In addition to the City and the NPS, the steering committee for this effort includes the New York State Department of Environmental Conservation (DEC) and the U.S. Army Corps of Engineers, both of whom share jurisdiction and managerial responsibility for the health of the Bay and have been active in recent restoration efforts. Outside of government, many leading private and non-profit stakeholders in the Bay's health have been involved in discussions to date and are interested in playing an active role in the Center's future research and educational outreach activities.

Jamaica Bay

Jamaica Bay is located at the south and easternmost ends of the New York City boroughs of Brooklyn and Queens, and immediately adjacent to New York State's Nassau County. The communities immediately adjacent to it are home to almost 900,000 New York City residents and to New York City's largest airport, John F. Kennedy International Airport. Only a portion of the Jamaica Bay lands and waters are within the ownership of the City of New York and the National Park Service; much of the upland area is held privately or by other public entities such as the Port Authority. For further information on location and jurisdictional boundaries, please reference Appendices A, B, and C of this RFEI.

Jamaica Bay has historically served as an important ecological resource for humans, animals, and plant life. It remains today a complex network of open water, salt marsh, grasslands, coastal woodlands, maritime shrub lands, and brackish and freshwater wetlands. The wildlife supported by these natural systems is extensive and includes 91 species of fish, 325 bird species and a wide variety of reptiles, amphibians, and mammals. The Bay is particularly significant as a stopping place for birds travelling along the Atlantic Flyway migration route.

However, the valuable natural resources of Jamaica Bay have been under tremendous pressure from the urbanization of the communities in its surrounding watershed. Over the course of the last century, interior wetland islands and perimeter wetlands have disappeared; shorelines have been hardened and bulk-headed to protect communities and infrastructure; and channels and borrow pits have been dredged - altering bottom contours and affecting natural flows. Water quality has likewise deteriorated over time, due to the historic presence of waste-processing industries in the Bay and to the discharges from wastewater treatment plants, combined sewer outfalls, and storm sewers. These activities have changed historic flow patterns in the Bay, eradicating natural habitat and modifying the rich ecosystem that once existed there. The size of the Jamaica Bay estuary today is only about half of its original size, and the salt marsh wetlands that once defined the Bay's ecology are decreasing rapidly.

Over the last decade, public agencies with statutory responsibilities in the Bay have undertaken a variety of planning efforts, such as the Hudson-Raritan Estuary Comprehensive Restoration Plan by the Army Corps and the Port Authority and the Jamaica Bay Watershed Protection Plan by the New York City Department of Environmental Protection. In addition, the New York-New Jersey Harbor & Estuary Program has brought together a coalition of public entities, including EPA, NPS, DEC, Army Corps, the Port Authority and the City, to implement pilot projects to restore wetlands, reintroduce marine species, and improve water quality. However, the long-term success of these restoration efforts is uncertain, as coordination has not been maximized and there are gaps in scientific understanding about the ecology of the Bay. Coupled with a new set of challenges presented by sea level rise and climate change, the future of the Bay as an ecological resource and an asset in the city's climate adaptation and resilience strategy – absent a rigorous and coordinated program of scientific research and response – is uncertain.

Mission and agenda

The creation of the Jamaica Bay Science and Resilience Center is a direct response to the challenges and threats that the Bay faces today, and an attempt to counter those threats in a coordinated, responsible, and effective way. Recognizing that the plight of the Bay and its communities shares much in common with other urban estuaries in this country and around the globe, the creation of this Center is equally a response to the unique opportunities the Bay offers as well as a living laboratory for technology development that responds to the challenges of coastal urbanization.

A draft purpose statement for the Center reflects both of these mandates and opportunities:

“The purpose of the Science and Resilience Center is to enhance the resilience of Jamaica Bay and the surrounding city and its residents. The Center will provide coordination and long-term strategic planning for the restoration and management of this highly integrated urban-ecological system. The Center will conduct and coordinate research within the Jamaica Bay ecosystem to restore and maintain sustainable habitats resilient to the effects of urbanization and climate change. At the same time, the Center will lead, conduct and coordinate work to understand and enhance ways in which Jamaica Bay and its assets can increase the resilience of the neighborhoods bordering the Bay and beyond to the expected impacts of stresses anticipated for the 21st century. In collaboration with partner agencies, research institutions and environmental organizations, and through the broad dissemination of results, the Center will be an international leader whose work is applied to New York City, the wider metropolitan region, and urban ecosystems around the globe.”

While the ultimate focus of the Center will reflect the interests of all of its partners, it is envisioned that immediate priority research areas for the Center include climate change and resilient ecosystems, water quality, restoration ecology, and community resilience:

- *Climate change and resilient ecosystems:* Climate change is projected to increase air and ocean temperatures, accelerate sea level rise, and increase storm intensity and frequency over the next century, posing one of the most significant challenges to the ability to maintain ecosystem resilience in the urban environment of Jamaica Bay. Research is needed to understand the potential implications of projected climate change, to identify the current factors that affect resilience, and to develop and test potential adaptation and intervention strategies, including structural and non-structural coastal protection measures.
- *Water quality:* Achieving and maintaining a high level of water quality within the Jamaica Bay ecosystem is considered to be one of the most important objectives of federal, state, and city managers. Many high-priority research questions are driven by the need to understand existing conditions, the influence of various types of activities happening within the Jamaica Bay watershed, and other factors that may impede water quality improvement.
- *Restoration ecology:* Restoring and maintaining ecological function and habitats is essential for Jamaica Bay to continue to provide ecosystem services. However, restoration work still requires extensive research into the ecological processes that formed and maintain this lagoon system. Work should be undertaken to understand the causes of salt marsh loss and to implement effective measures, including experimental restoration techniques, to counteract their effects, and, where appropriate, to test engineered systems to help fulfill lost functions.
- *Community resilience:* The impacts of climate change will be felt not only on Bay species and functions, but also on the human inhabitants and social institutions that are part of this urban ecosystem. Development of the Jamaica Bay parkland presents opportunities to build the resilience of the diverse households and small businesses in the area. Work should be undertaken to enhance the capacity of the surrounding communities to respond proactively to both opportunities and threats, such as heat waves, flooding, and other storm risks.

It is expected that the partner organization(s) will support this basic research agenda, while potentially expanding or otherwise refining its scientific focus. It is also envisioned that the Center could play a role in supporting youth and community education in these areas.

The public-private partnership

It is envisioned that the Center will operate on a self-sustaining basis as a public-private partnership, run by a private or non-profit organization with the stated support and commitment of the public sector. The public entities representing this offering could potentially be represented on a Board of Directors or Advisory Council that oversees the research agenda and provides input to fundraising and day-to-day management of the Center.

A variety of partnership structures may be suitable to carry out the mission for the new Center. It could be established as a stand-alone research institute (e.g., the Woods Hole Oceanographic Institution), as a university-based research institute (e.g., the Scripps Institute of Oceanography, UCSD), or as a research consortium (e.g., the Black Rock Forest Consortium or the New York City Urban Field Station). Potential partner organizations should feel welcome to propose other partnership or organizational models that they believe might best suit this new entity.

In establishing the Center, the public sector partners offer a variety of resources to the private partner or partners. These include:

- A unique role in guiding, coordinating and participating in research that will enhance resilience of the Bay, a premier locale for urban ecology research, and education and pilot projects of relevance to coastal cities elsewhere
- Collaboration with public sector partners involved in research in the Bay and invested in the adoption of scientific results into public policy, including the National Park Service, the City of New York, the U.S. Army Corps of Engineers, and the New York State Department of Environmental Conservation
- Relationships with a wide network of other public, non-profit and academic organizations both doing work in the Bay and interested in disseminating the results of scientific research
- Potential locations for research facilities, which could include a conference center, classrooms, dock space, laboratories or accommodations as necessary, on or adjacent to the Bay
- Visibility and profile as the first initiative undertaken by the City and NPS in the new cross-jurisdictional partnership responsible for the development of a great urban park in Jamaica Bay
- Potential support from a variety of philanthropic supporters interested in promoting the creation and work of the Center

In turn, it is hoped that the private sector partner(s) will have the organizational capacity, expertise and resources to undertake a variety of tasks relating to the Center's mission. These tasks are likely to include the establishment and management of a research program, coordination among a variety of Center partners, and communication of scientific findings to both academic and lay audiences. Subcomponents of these tasks are not yet established, but could include some or all of the following:

- Establish, manage and support a multidisciplinary research program:
 - Initiate, organize, direct and evaluate a comprehensive program of urban ecosystem science, restoration, and human influences
 - Facilitate and guide the establishment of multi-disciplinary science teams involved in studying major ecological and sociological land management and restoration issues
 - Direct accountable and effective research programs that create advancements in science, and apply these innovations to enhance the research focus areas

- Seek funding to support research activities for the high-priority research focus areas
- Solicit, review and evaluate research proposals to assure the application of state-of-the-art scientific theory and methods or to stimulate new research directions
- Coordinate among the Jamaica Bay Science and Resilience Center partners:
 - Work cooperatively with partner agencies and institutions to develop the scope and direction of research activities and products
 - Coordinate closely with partner agencies and institutions in order to obtain an accurate and comprehensive assessment of research needs
 - Support and advocate for the implementation of pilot and other programs that address scientific research needs and respond to scientific results and findings
 - Work to develop new networks which tie scientific research results to policy and capital program development
- Communicate scientific findings and learning about best practices in urban ecology and resilience to audiences at a variety of levels:
 - Provide for the synthesis and wide dissemination of information on research activities and results
 - Partner with non-profit organizations specializing in educational content delivery and provide Jamaica Bay-related content for inclusion in educational programs
 - Organize symposia as a means of disseminating data and significant results of research efforts to other scientists, managers, and the public
 - Based on scientific results, advocate for scientific-based policy initiatives and associated funding

Potential facility location

It is envisioned that the Center will have a physical facility of some type located at or near the Bay. The City/NPS team is open to a variety of location options, including potentially the north or east sides of Floyd Bennett Field or Riis Landing.

Respondents are free to propose alternative locations or sites from which to operate the Center; however, all responsibility for securing sites outside of the parklands boundary will be that of the partner. It is also possible that the Center could operate from several locations, with some functions executed off-site and other functions operated from a location in the Jamaica Bay area.

Submission content

Please provide an overall project narrative, including a compelling vision of the proposed partnership for the Jamaica Bay Science and Resilience Center. The narrative should include information on the following:

1. *Description of partnership:* Provide basic information regarding your organization or team, including name, physical address, and contact information for a single primary point of contact regarding this proposal. Collaborative partnerships are highly encouraged, and organizations that cannot individually respond to this RFEI should pursue relationships with other organizations and respond as a joint team.
2. *Type of partnership:* Describe the partnership framework and organizational structure envisioned for the Center, with specific reference to the relationship to the primary public sector agencies. Outline any envisioned interaction with the surrounding park and communities, and relationship to other stakeholder organizations working in and around the Bay.

3. *Program for the Center*: Describe the vision for the core programming activities and operational functions of the Center, including the proposed research agenda and relationship to the Center's goals. Outline broadly any proposed facilities or program areas.
4. *Funding for the Center*: Please list potential funding sources to support the proposed partnership structure, including assumptions, precedents, and financial comparables as applicable. Please indicate what support, if any, your organization would ask of the public agency partners and what direct support you will be able to provide.
5. *Timeline and schedule*: Propose a timeline for the establishment of the Center and articulate the approach to programming and operations during the first five years of the Center's existence.

As a separate part of your submission, please provide background information on your organization to demonstrate fitness for participation in the Center. The information provided should include the following:

1. *Current scientific focus*: Describe the major scientific focus and scope of your organization as it relates to the study and restoration of coastal, urban ecosystems, understanding the impacts of human alteration of the coastal landscape and water quality, and/or understanding the potential implications of projected climate change on urban ecosystems.
2. *Organization capabilities and contributions*: Detail the support and collaboration capabilities that the organization is willing to bring to bear specifically in regard to leading or partnering with the Center. This includes scientific capabilities, space and facilities, outreach or extension services, data management, networks, computational services, or super-computing capacity that the organization or collaborating partners could provide or share.
3. *Fiscal stability*: Include a statement of each organization's financial health, such as the previous year's annual report or audit. Please also identify the source of operating funds, highlighting monies provided by grants from public sector agencies or foundations.
4. *Existing linkages with federal, state, and city agencies*: Identify whether the organization has existing science or operational relationships with public sector agencies in the U.S. or in other countries. Describe any such existing collaborative linkages and identify how these relationships may impact the formation of the new Center. Please be specific when describing the type of collaboration and the organization's role in the venture.
5. *Existing linkages with other partners*: Provide a summary of other non-governmental partners with whom the organization currently collaborates on work related to the Center's initial research focus areas (climate change and resilient ecosystems, water quality, restoration ecology, and community resilience).

Submission process

Please provide submission materials by **5:00 pm on November 2, 2012**, to:
jamaicabayrfei@happoldconsulting.com

Submissions should be no longer than fifteen (15) pages in length. Information longer than the fifteen-page limit will not be reviewed.

Interested respondents can submit questions regarding this RFEI by email to:
jamaicabayrfei@happoldconsulting.com

Questions can be submitted until October 1, 2012. Answers to questions will be provided on a rolling basis on August 10th, September 10th and October 10th, at FedBizOpps: www.fbo.gov and the City of New York Mayor's Office of Long-Term Planning and Sustainability website: www.nyc.gov/planyc

Interested parties are invited to attend an optional site visit on either Tuesday, August 14 or Thursday, September 13, 2012. The visits will include stops at the potential facility locations at Floyd Bennett Field and Riis Landing, and may include a trip out onto the Bay to visit several recent restoration projects. Attendance at these visits is not mandatory, and information conveyed to respondents who choose to attend these visits will be made available on FedBizOpps: www.fbo.gov and the City of New York Mayor's Office of Long-Term Planning and Sustainability website: www.nyc.gov/planyc

Evaluation criteria and next steps

In reviewing responses, the issuing parties expect to use, but not be limited by, the following criteria:

- Demonstration of the financial and organizational capacity to execute the proposal
- Ability to demonstrate previous experience working with local, state, and federal agencies and coordinating across jurisdictional boundaries
- Understanding of, and experience in, the priority areas of research envisioned for the Center
- Experience in the dissemination of research results and a track record of advocacy for scientific-based policy initiatives

The City and the NPS will jointly review all submissions and may choose all or part of the content of one or more responses to the RFEI for further consideration and possible development into a public solicitation.

Conditions, terms and limitations

This document is not intended as a formal offering for the award of a contract or for participation in any future solicitation. The City/NPS reserves their right, at their sole discretion, to withdraw the RFEI and/or not issue an RFP; to use the ideas or proposals submitted in any manner deemed to be in the best interests of the City/NPS, including, but not limited to, the undertaking of the prescribed work in a manner other than that which is set forth herein. The City/NPS likewise reserve the right, at any time, to change any components, concepts or approaches of the RFEI. All cost associated with responding to the RFEI are the sole responsibility of the respondent and any such costs shall not be reimbursed.



Credit: U.S. Army Corps of Engineers



Credit: NYC Dept. of Parks and Recreation



Credit: NYS Dept. of Environmental Conservation



Credit: NYC Dept. of Parks and Recreation



Credit: National Park Service

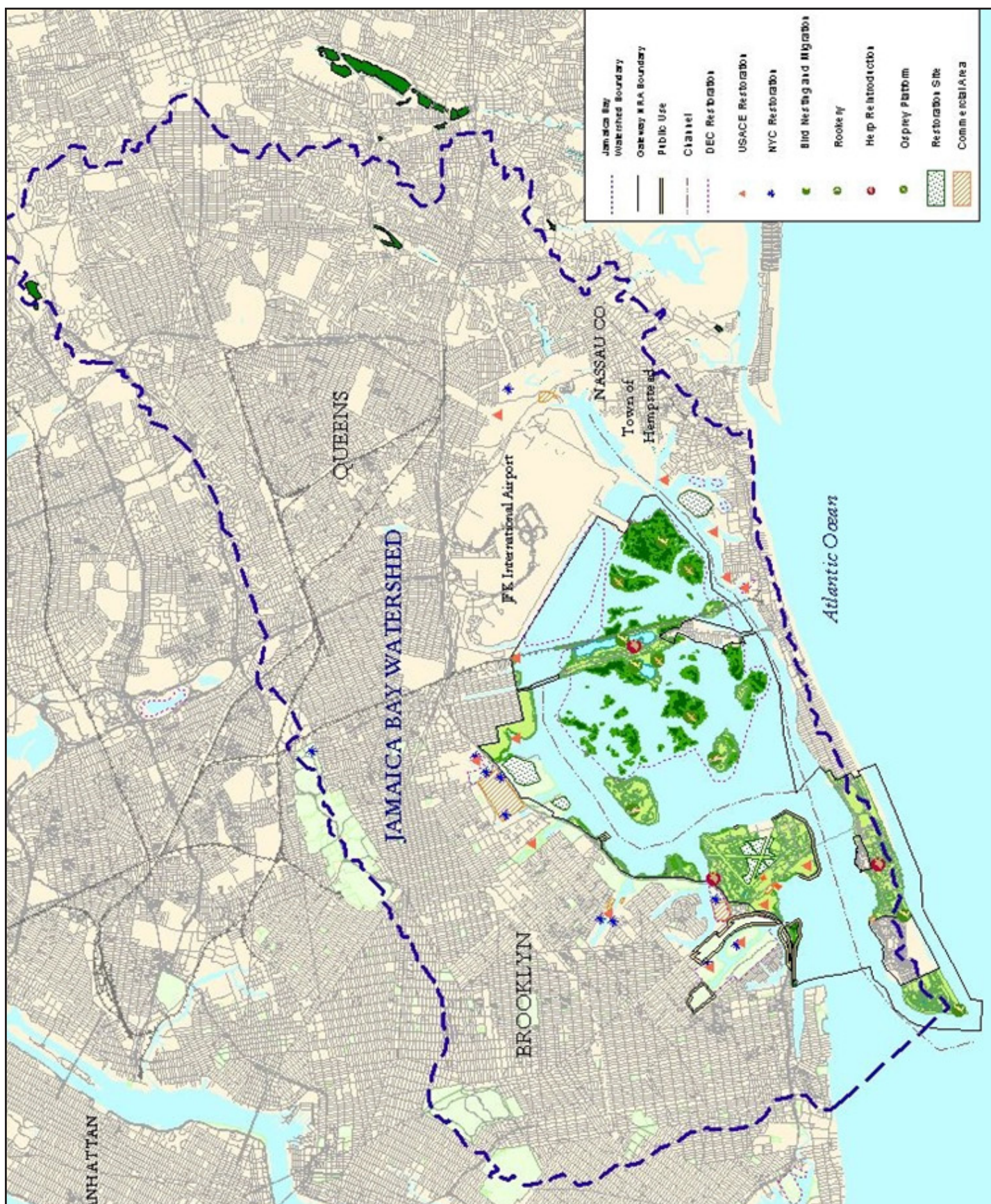
Appendices

- A. Jamaica Bay Location Map
- B. Jamaica Bay Watershed Map
- C. Jamaica Bay Ownership Map
- D. General Agreement between the City of New York and the NPS
- E. Gateway National Recreation Area Park Purpose
- F. NPS General Management Plan Information
- G. Map of Floyd Bennett Field
- H. Map of Fort Tilden and Riis Landing
- I. Reference Materials

A. Jamaica Bay Location Map



B. Jamaica Bay Watershed Map



C. Jamaica Bay Ownership Map



D. General Agreement between the City of New York and the NPS

GENERAL AGREEMENT Between the U.S. Department of the Interior, National Park Service, and The City of New York

This Agreement is entered into by and between the National Park Service (NPS), an agency of the United States Department of the Interior (DOI), and the City of New York (City), a municipal corporation. Throughout this agreement the NPS and the City may be referred to jointly as “the parties.” The purpose of this agreement is to memorialize the parties’ ongoing collaboration in furtherance of President Obama’s America’s Great Outdoors initiative. The commitments made by the parties in this agreement are intended to advance a common objective to make New York Harbor and the parklands within it a national model of a “great urban park.”

ARTICLE I – BACKGROUND AND OBJECTIVES

In February 2011 President Barack Obama announced the America’s Great Outdoors (AGO) initiative, which includes a series of actions aimed at protecting public lands, boosting conservation, and encouraging outdoor recreation. In order to achieve these goals in the New York City metropolitan area, greater collaborative efforts among federal agencies, the City, other municipalities, the states of New York and New Jersey, the National Parks of New York Harbor Conservancy, and local partners will be required. To that end, in June 2011 Secretary Salazar, Mayor Bloomberg, and Chair of the National Parks of New York Harbor Conservancy, Marian Heiskell, convened a summit at Gracie Mansion in New York City where more than 70 government and NGO leaders explored a number of areas of opportunity for greater collaboration and discussed potential strategies to build a stronger urban park experience.

This summit was a first step in better integrating the parties’ efforts, with a goal of achieving the outcomes desired in the *America’s Great Outdoors* report. Now, the City and NPS have agreed to establish a more formal relationship, including the formation of a joint working committee, to pursue AGO goals in and around New York City. The first product of this new, more formalized relationship is a General Agreement relating to a specific collaboration regarding Jamaica Bay, the Gateway National Recreation Area, and surrounding environs.

ARTICLE II – GOALS AND OBJECTIVES

Since the 1970’s, the City and NPS have individually managed more than 10,000 acres of open space, wetlands, and community recreation areas in Jamaica Bay. The vast majority of these spaces are contiguous and adjacent to each other. While many of the goals and objectives of the parties in managing these lands respectively have been similar, to date bureaucratic and physical boundaries have prevented the realization of a unified vision for this uniquely urban national treasure. This agreement sets forth the principles that will guide an effort to remove those barriers to achieve shared planning and management of these properties.

With respect to land management, the parties commit to a partnership that will:

- Develop a vision and plan that presumes the collective acreage is the unified interest of one entity and that includes expanded and compelling experiential activities for visitors, segregated or clustered to maximize their appeal to the public (rather than on the basis of existing ownership) and designed to encourage multi-day experiences
- Undertake efforts to ensure that public transportation and access to and within Jamaica Bay strongly support existing and new experiential activities, including public transit, pedestrian, bicycle, and ferry access

- Identify a funding plan and new form of governance to enable the plan to be realized in an integrated and expeditious fashion
- Create a seamless and interconnected network of recreation spaces, including integrated land and water trail systems and community activity areas, and unify the visitor experience by standardizing operating practices, signage, and maps wherever possible
- Integrate business practices, including common maintenance and management practices, cooperative employee recruiting, hiring, and training programs; assign workforce and responsibility for functions to appropriate entities to respect core competencies of the respective organizations and achieve economies of scale
- Develop new revenue sources and philanthropic support to enable the redevelopment and support the ongoing operations of the parks without regard to underlying ownership

With respect to community and youth engagement, the parties commit to a partnership that will:

- Encourage and expand educational opportunities at all levels, in ways that support the broader park stewardship role and better tie in to local and scientific communities
- Leverage existing and underutilized resources among City, state, federal and non-profit entities to pilot a series of educational and stewardship experiences and programs for urban youth that can be replicated in other places
- Rely on youth representation to shape the nature and delivery of programs to ensure maximum impact
- Coordinate environmental-based service learning opportunities that build capacity
- Identify partners within the higher education world to help advance existing place-based learning models
- Engage a wide array of City agencies that operate youth programs to ensure that new initiatives reach a broad audience

With respect to science and restoration, the parties commit to a partnership that will:

- Undertake efforts to ensure that restoration efforts currently underway in Jamaica Bay are broadened, expedited, and strengthened by additional partners, funding, and scientific resources
- Improve water quality by reducing nitrogen loading from treatment plants, reducing combined sewer overflow discharge through green infrastructure and innovative technologies, and supporting dredging and recontouring demonstration projects which benefit Jamaica Bay
- Restore habitats through joint demonstration projects focusing on rebuilding salt marsh islands and establishing productive areas for shellfish and eelgrass
- Buffer Jamaica Bay from adjacent land uses by acquiring key parcels through transfer or other methods
- Promote sustainability and climate resilience through modeling and research/demonstration projects relating to restoration and through the promotion of opportunities to soften shoreline edges
- Promote more comprehensive scientific research related to urban ecology and climate change adaption by identifying a focal point for such research in Jamaica Bay

ARTICLE III – STATEMENT OF WORK

The two parties will work together on a variety of different initiatives, each within the limits of its own authorities. In some cases, both parties will play an active role in furthering an initiative; in others, one party will take the lead and the other will play a smaller, supporting role. In addition, other governmental and non-governmental parties, including the National Parks of New York Harbor Conservancy, may assist in the achievement of specific tasks.

Immediate action will be undertaken in three areas: planning and governance, youth engagement and outreach, and science and restoration. Tasks to be completed over the first five months of this agreement include the following:

1. Planning and Governance

- Develop a vision for the area that will inform the NPS's ongoing General Management Plan (GMP) process for Jamaica Bay either as an alternative or as elements of multiple alternatives
- Analyze existing transportation needs and gaps as they relate to this vision and develop solutions to address them
- Recommend a governance model and funding strategy to support and facilitate the implementation of the vision. At a minimum, the governance model will include the authorities necessary to implement the vision, including, but not limited to, revenue-generating activities including concessions, leases, grants, sponsorships, and philanthropic contributions; developing and implementing programs, including issuing use permits; overseeing operations and maintenance, including security and enforcement; conducting public outreach, consultation, and review; undertaking design activities and performing construction management; and building or removing any structures necessary to implement the vision — subject to all applicable federal, state, and local laws, rules, and regulations
- Endeavor to secure the participation of other public agencies with an interest in Jamaica Bay, including, but not limited to the Port Authority of New York and New Jersey and the State of New York
- Identify a significant role for key private sector and non-profit partners to assist in the implementation of the vision

2. Community and Youth Engagement

- In conjunction with the City University of New York, conduct “youth listening” sessions to allow youth a direct voice in the selection, planning, and implementation of educational and service opportunities in the Jamaica Bay area
- Identify service learning opportunities within the NPS Jamaica Bay unit suitable for posting on the NYC Service website
- Leverage schools with a focus on the environment by developing student leaders and targeting these schools for outdoor service learning opportunities
- Create a template, to include lesson plans and self-guided field trip opportunities, that each organization can build into their existing websites to enable educators and students to design a path of experiences and excursions
- Explore the potential for a new Career Technical Education program with a focus on historic preservation crafts and trades, with a commitment to locate some of the internship learning opportunities in and around Jamaica Bay

3. Science and Restoration

- Begin to develop a framework and program for a new Urban Ecology Center to be located in Jamaica Bay and developed in partnership with academic institutions, NGO's, and other public agencies
- Identify ways to expand water quality and ecosystem sampling, modeling, and monitoring to better inform research on the ecological health of the Bay
- Pursue expanded pilot and demonstration projects relating to bathymetric recontouring, ecosystem revival, and shoreline softening
- Work to identify resources to support the modeling and designing of appropriate interventions and adaption strategies relating to sea-level rise and climate change

ARTICLE IV – COLLABORATIVE PROCESS

1. Steering Committee

Under the terms of this Agreement, the City and the NPS shall establish and maintain a joint Steering Committee to explore and carry out, by mutual agreement, collaborative actions and programs designed to further the goals and objectives noted above. The Steering Committee may establish any working groups needed to develop specific plans, programs, and projects and to meet deadlines established by the Steering Committee.

The parties agree as follows to perform the functions specified below in accordance with the provisions of this Agreement:

- Establish and maintain a standing steering committee of representatives of each of the parties which shall be known as the Great Urban Park Steering Committee (Steering Committee). Said Steering Committee shall meet regularly as needed to pursue matters of mutual interest as defined in this agreement
- Permit the Steering Committee to invite other parties to join the discussions, including other governmental representatives, heads of public agencies, City, NPS, and DOI employees, and NGO representatives when such participation will further the purposes of the Agreement. Parties other than governmental entities shall be invited only upon the concurrence of both the City and NPS
- Convene the Steering Committee at all times in conformance with the Federal Advisory Committee Act, the National Environmental Policy Act and any other applicable federal, state or local law or ordinance
- Release to the public or the media such information about the Steering Committee, its processes, its participants and its decisions as is mutually agreed to by the parties, or is otherwise required by law to be disclosed.

2. Support for Steering Committee

(i) For the term of this agreement, NPS shall:

1. Assign a senior NPS employee (SES or senior superintendent) to represent the Director, NPS in the Steering Committee's deliberations
2. Assign other NPS employees as needed to serve on any working groups established
3. Provide information, reports, research, planning documents, and other NPS/DOI employee time and expertise as appropriate to support detailed and substantive discussions
4. Review program and organizational proposals and other Steering Committee and working group products expeditiously and provide staff, equipment, and other NPS/DOI resources to carry out agreed-upon programs and actions
5. Engage the NPNH Conservancy, the primary NPS philanthropic partner and a cooperating association, in planning and actions as appropriate and as agreed to by the Conservancy

(ii) For the term of this agreement, the City shall:

1. Provide senior staff participation at the commissioner level or similar to represent the City in the Steering Committee's deliberations
2. Assign other City employees as needed to serve on any working groups established

3. Provide information, reports, research, planning documents, and other City employee time and expertise as appropriate to support detailed and substantive discussions
4. Review program and organizational proposals and other Steering Committee and working group products expeditiously and provide staff, equipment, and other City resources to carry out agreed-upon programs and actions

(iii) For the term of this agreement, the parties mutually agree to:

1. Develop and carry out a mutually agreed upon action plan, to include deliverables, due dates, and responsible parties

ARTICLE V –AUTHORITY

The NPS enters into this agreement under the authority of 16 U.S.C. §§ 1 – 3.

ARTICLE VI – TERM OF AGREEMENT

The term of Agreement shall be for five (5) years starting from the date of both parties signing. Either party may terminate its role in this Agreement, without cause, cost or penalty, by providing the other party with ninety (90) days advance written notice. On receipt of such notice of termination, the parties will meet promptly to discuss reasons for the notice and attempt to resolve the specific issue or issues influencing the decision to terminate.

[RCE1]

ARTICLE VII - KEY OFFICIALS

The Commissioner, National Parks of New York Harbor, shall be the key DOI/NPS official and shall have oversight responsibility for NPS performance under this Agreement.

The First Deputy Mayor and the Deputy Mayor for Operations shall be the key City officials and shall have oversight responsibility for the City's performance under this Agreement.

Key officials shall have the full authority to modify, extend, or terminate this Agreement pursuant to Article XI.

ARTICLE VIII – PRIOR APPROVAL

All additional activities not described in this Agreement are subject to prior approval by appropriate officials of the DOI, NPS, and the City.

ARTICLE IX – REPORTS AND DELIVERABLES

The Steering Committee shall submit a report to the Secretary of the Interior and Mayor of the City of New York by the end of each calendar year. Additional reports and deliverables are to be determined by the needs of each activity covered by this Agreement.

ARTICLE X – PROPERTY UTILIZATION

For the purposes of this Agreement, the term “property” refers to the grounds and buildings of units of the City's Department of Parks and Recreation and the ten (10) authorized units of the National Parks of New York Harbor, located in and around New York City.

ARTICLE XI – MODIFICATION OR TERMINATION

This Agreement may only be modified via a written instrument executed by the parties.

ARTICLE XII – GENERAL PROVISIONS

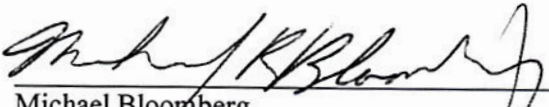
- A. Non-Discrimination: During the term of this Agreement, the parties will comply with applicable laws prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex in employment and in providing for facilities and services to the public, provided that by entering into this Agreement the parties do not agree to be subject to any laws or regulations to which they are not already subject by operation of law.
- B. NPS Appropriations: Nothing contained in this Agreement shall be construed as binding the NPS or the City to expend in any one fiscal year any sum in excess of appropriations made by Congress or the City, and available for the purposes of this Agreement for that fiscal year, or as involving the United States or the City in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocations.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, 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.
- D. Lobbying with Appropriated Money: 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 (“Member”), 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 of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official through the proper channels, requests for any legislation, law, ratification, policy, or appropriations that they deem necessary for the efficient conduct of 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, or national security activities. Violations of this section shall constitute violations of U.S. Code Title 31, Section 1352(a).
- E. Drug Free Workplace Act: The parties certify that comprehensive actions will be taken to ensure the workplace is drug-free consistent with each party’s policies and procedures.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment: Neither party shall assign to any other person or entity any part of this Agreement, unless the prior written approval of the other party is obtained.
- H. Application: This Agreement is subject to all applicable laws, regulations, or official policies of the NPS existing on this date or as amended, modified, or superseded.

- I. Effective Date: This Agreement becomes effective on the date the last signature is affixed.
- J. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all laws, regulations, and policies governing the parties' property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the parties for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- L. Disclaimers of Government Endorsement: The City will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the Government, the Department of the Interior, the NPS, or Government employees endorse the City's work, services, or positions, or that the City's work or services are superior to work or services performed by others. Nothing herein is intended to prevent the NPS or the DOI from recognizing contributions made by the City to the NPS, and from authorizing, on a case-by-case basis, inclusion of such recognition in materials generated by the City.
- M. Public Release of Information: The City must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the DOI, NPS, or any other bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- N. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the parties hereto.
- O. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the City.
- P. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- Q. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- R. No Lobbying for Federal Funds: The City will not seek appropriations from Congress to support any ongoing or proposed activity or project relating to the subject matter of this Agreement or subagreements hereto, including, without limitation, federal appropriations for construction, renovation, property acquisition, leasing, administration, or operations. Nothing in this paragraph is intended to preclude the City from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress, nor should this paragraph be construed as requesting, authorizing, or supporting advocacy by non-federal entities before Congress.

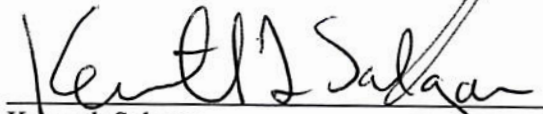
- S. Agency: The City is not an agent or representative of the United States, the DOI, or the NPS, nor will the City represent itself as such to third parties.
- T. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- U. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this 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 enforced to the fullest extent permitted by law.
- V. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters 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 provisions of this Agreement nor in any way affecting this Agreement.
- W. Expenses: Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS or the City for goods or services provided by the City or NPS.
- X. Disclaimer: Nothing in this agreement obliges either party to undertake any action it deems counter to its own authorities, purposes or benefit.

ARTICLE XIII – SIGNATURES


IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.


Michael Bloomberg
Mayor, New York City

Date 10/27/11


Kenneth Salazar
Secretary, U.S. Department of the Interior

Date Oct 27, 2011


Jonathan B. Jarvis
Director, National Park Service
U.S. Department of the Interior

Date Nov 14, 2011

E. Gateway National Recreation Area Park Purpose

Park Purpose

The park purpose is a specific reason for why Congress and/or the president established the park as a unit of the national park system.

Gateway National Recreation Area provides a national park experience in the country's largest metropolitan area. The park preserves a mosaic of coastal ecosystems and natural areas interwoven with historic coastal defense and maritime sites around New York's Outer Harbor. Beaches, marshes, waters, scenic views and open space offer resource-based recreational opportunities to a diverse public, recognizing the importance to preserve these special places and leave them unimpaired for future generations.

F. NPS General Management Plan Information

Gateway National Recreation Area is currently developing a general management plan (GMP), with the City of New York as a cooperating entity. The GMP is designed to guide the park's management for the next twenty years. The GMP process considers ideas from many different people and groups, including the general public. These ideas are matched with scientific information and analysis gained by following a federal National Environmental Protection Act process. Impacts to the social, cultural and natural environments in the park and surrounding areas will be taken into consideration. After several rounds of public comment and internal analysis are completed, the GMP is finalized with an Act of Congress.

For more information, please reference the NPS web site here:
<http://parkplanning.nps.gov/projectHome.cfm?projectID=16091>

[illegible]

H. Map of Fort Tilden and Riis Landing



I. Reference Materials

Hudson-Raritan Estuary, Comprehensive Restoration Plan

U.S. Army Corps of Engineers – New York District

<http://www.nan.usace.army.mil/harbor/index.php?crp>

New York City Wetlands Strategy

NYC Mayor's Office

http://www.nyc.gov/html/planyc2030/downloads/pdf/nyc_wetlands_strategy.pdf

Jamaica Bay Watershed Protection Plan

NYC Department of Environmental Protection

http://www.nyc.gov/html/dep/html/dep_projects/jamaica_bay.shtml

http://www.nyc.gov/html/dep/pdf/jamaica_bay/jbwpp_update_10012010.pdf

Vision 2020: New York City Comprehensive Waterfront Plan

NYC Department of City Planning

http://www.nyc.gov/html/dcp/pdf/cwp/vision2020_nyc_cwp.pdf

NYC Green Infrastructure Plan

NYC Department of Environmental Protection

http://www.nyc.gov/html/dep/html/stormwater/nyc_green_infrastructure_plan.shtml

New York-New Jersey Harbor & Estuary Program

U.S. Environmental Protection Agency

<http://www.harborestuary.org/>

Gateway National Recreation Area General Management Plan

National Park Service

<http://www.nps.gov/gate/parkmgmt/gmp-2012.htm>

