

**MEMORANDUM OF UNDERSTANDING**

relating to the

**HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT**

between the

**NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES**

and the

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

for the

**INLAND AND SHORELINE RECOVERY AT PARKS (ISRP) PROJECT**

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This **MEMORANDUM OF UNDERSTANDING** (“MOU”) dated 10/9, 2014, is entered into between the **New York City Department of Small Business Services (“SBS”)**, with offices located at 110 William Street, 7<sup>th</sup> Floor, New York, New York 10038, and the **New York City Department of Parks and Recreation (“DPR”)**, with its principal office located at 830 Fifth Avenue, New York, New York 10065 (each, a “Party” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, in order to aid in the recovery of the disaster-impacted areas caused by Hurricane Sandy, restore public infrastructure and services so that regular business and employment activities can resume, and work on projects that provide humanitarian assistance to victims of the disaster, the Secretary of the United States Department of Labor (“USDOL”) awarded a disaster National Emergency Grant (“NEG” or “Grant”) to the New York State Department of Labor (“NYSDOL”) to hire temporary workers to assist in the recovery of damages caused by Hurricane Sandy, and to assist with humanitarian efforts to aid the community, in the following disaster impacted New York State Counties: Bronx, Kings, Nassau, New York Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester; and

**WHEREAS**, pursuant to the above-referenced USDOL NEG award, NYSDOL issues *Notices of Obligational Authority for Local Workforce Investment Area (LWIA)-New York City (“NOA” or “NOAs”)* authorizing NEG Disaster Grant Program Year 2012 funding (“Grant Funding”) to Mayor Bloomberg on behalf of the City of New York (the “City”) for identified NYSDOL-approved Project(s) through which funds are used for the provision of NEG eligible services at NEG eligible worksites; to pay (offset) wages of existing employees who directly supervise NEG workers, determined by the percentage of time they spend on such supervision; and to purchase work-related items for eligible individuals hired as NEG workers; and

**WHEREAS**, on June 21, 2013, the USDOL Employment and Training Administration extended the NEG Disaster Grant Program Year 2012 Funding Period from September 30, 2013 to December 31, 2013; and

**WHEREAS**, on December 30, 2013, the USDOL Employment and Training Administration extended the NEG Disaster Grant Program Year 2012 Funding Period from December 31, 2013 to June 30, 2014; and

**WHEREAS**, on June 27, 2014, the USDOL Employment and Training Administration extended the NEG Disaster Grant Program Year 2012 Funding Period from June 30, 2014 to March 31, 2015; and

**WHEREAS**, on September 4, 2014, NYSDOL issued an NOA, attached hereto as Exhibit A, approving up to \$6,987,613.98 in Grant Funding for the NYSDOL-approved DPR Inland and Shoreline Recovery at Parks (“ISRP”) Project as more fully described herein; and

**WHEREAS**, DPR is ready, willing and able to use the Grant funding to provide the eligible services and activities related to the NYSDOL-approved Project(s) and SBS, as the designated distributor of funds for the City's LWIA and the agency responsible for reporting to NYSDOL on all of the City's LWIA Projects under the Hurricane Sandy Disaster National Emergency Grant, agrees to reimburse DPR for said services and activities in accordance with the processes and requirements described in this MOU<sup>1</sup>;

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

**ARTICLE 1**  
**TERM**

The "**Term**" of this MOU shall commence on September 4, 2014 and shall expire on March 31, 2015, unless sooner terminated or extended pursuant to Article 4 below.

**ARTICLE 2**  
**SCOPE OF SERVICES**

- A. **Scope of Services.** During the Term, DPR shall use the Grant funding to administer the Project(s) set forth in the "**Project Proposal**" (attached hereto as Exhibit B) initially approved by NYSDOL in the September 4, 2014 NOA (Exhibit A). Unless otherwise approved by SBS in advance, DPR's use of the Grant Funding to administer the Project(s) identified in the Project Proposal shall be limited to: (1) the hiring of temporary workers whose total work hours include regular work hours plus overtime work hours; (2) purchasing disaster related supplies including small equipment; (3) providing humanitarian assistance, clean up, demolition, repair and renovation related to public facilities, structures and lands; (4) paying for related administrative costs; and (5) paying for supervisory costs, transportation costs and costs related to employee uniforms and trailers (collectively, "**Services**" or "**Project Services**"). During the Term, DPR shall provide all Project Services in accordance with the applicable NOAs, Project Proposal, and the Project Budget described in Article 3 below. In addition, DPR's provision of Project Services pursuant to this MOU and the Grant shall comply with all applicable Federal, state and city rules, regulations, guidelines and policies, including the *General Terms and Conditions Applicable to Disaster Grants* and NYSDOL's *Disaster NEG Desk Guide*.
- B. **Eligibility Criteria for Disaster NEG Supported Workers.** SBS shall ensure that all "Disaster NEG Supported Workers" meet the eligibility criteria established by NYSDOL under the Grant before they perform any work under the NYSDOL-approved ISRP Project.

**ARTICLE 3**  
**PAYMENT**

- A. **Maximum Funding Level.** During the Term, the maximum funding approved by NYSDOL for the designated ISRP Project shall not exceed Six Million Nine Hundred Eighty Seven Thousand Six Hundred Thirteen Dollars and Ninety Eight Cents (\$6,987,613.98) ("**Maximum Funding Level**"). Unless otherwise approved by SBS in advance, the "NYSDOL-Approved Project Budget" and "NYSDOL-Approved LWIA Administrative Budget," which comprises the Maximum Funding Level, shall not exceed the values set forth in Table 1 below.
- B. **Maximum Reimbursable Amount.** The maximum reimbursable amount for Project Services provided by DPR during the Term and pursuant to this MOU shall not exceed Six Million Four Hundred Ninety Eight Thousand Four Hundred Eighty One Dollars (\$6,498,481.00) ("**Maximum Reimbursable Amount**") as set forth in the "Project Budget," attached hereto as Exhibit C. Unless otherwise approved by SBS in advance, the "Total DPR Project Costs" and "Total DPR Admin. Costs," which comprise of the Maximum Reimbursable Amount, shall not

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<sup>1</sup>SBS' mission it is to make it easier for businesses in the City start, operate and expand by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce.

exceed the values set forth in Table 1 below. All payments shall be made in accordance with the “Cost Reimbursement” provisions set forth in Section C of this Article 3 below.

<b>Table 1</b>	
<b>Summary of Maximum Funding Level and Maximum Reimbursable Amount</b>	
<b>MOU Cost Category</b>	<b>Value (\$)</b>
<b>Maximum Funding Level</b>	<b>\$6,987,613.98</b>
<i>NYSDOL – Approved Project Budget</i>	<i>\$6,498,481.00</i>
<i>NYSDOL – Approved LWIA Administrative Budget</i>	<i>\$489,132.98</i>
<b>Maximum Approved Reimbursable Amount under MOU</b>	<b>\$6,498,481.00</b>
<i>Total DPR Project Costs</i>	<i>\$6,047,743.00</i>
<i>Total DPR Admin Costs</i>	<i>\$450,738.00</i>

C. **Cost Reimbursement for Eligible Expenses.** SBS will establish an intra-city modification in the not to exceed Maximum Reimbursable Amount to effectuate the transfer of funds pursuant to this MOU. SBS shall not be obligated to reimburse DPR in an aggregate amount that exceeds the Maximum Reimbursable Amount during the Term of this MOU. During the Term of this MOU, SBS shall approve DPR vouchers and invoices (“**Invoices**”) for DPR-eligible WIA Grant funding expenses incurred during the Term in accordance with the following:

1. Invoices shall be submitted by DPR to SBS by the tenth (10<sup>th</sup>) day of each month to cover the previous month’s expenses.
2. The Invoices shall include an itemization of actual expenditures incurred, and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by SBS to validate expenses.
3. SBS shall review each Invoice submitted by DPR in accordance with the Project Proposal, Project Budget, applicable NYSDOL-issued NOA(s) and all other applicable rules, guidelines and procedures pertaining to reimbursements and payments under the Grant. Once the Invoice is approved by SBS (either in whole or in part), the approved reimbursement amount shall be paid to DPR through an electronic interagency transfer of funds. SBS may disallow for payment any expenses or charges which were not authorized or documented in accordance with the terms of this MOU (including the Project Proposal and Project Budget), applicable NOA(s), the NYSDOL *Disaster NEG Desk Guide* and the *General Terms and Conditions Applicable to Disaster Grants*.

D. **Additional Payment Provisions.** The Parties expressly acknowledge and understand that the Maximum Funding Level and Maximum Reimbursable Amount do not represent a commitment by NYSDOL to release to SBS the full amounts set forth in Table 1 above. Furthermore, the Parties expressly acknowledge and understand that SBS is serving solely as distributor of funds provided under the Workforce Investment Act (“**WIA**”) for this Grant and that SBS is not obligated to disburse monies from general funds or otherwise to make payments described herein to DPR, and further, that this distribution is contingent upon the receipt of WIA Grant funds by NYSDOL.

#### **ARTICLE 4. MODIFICATION**

- A. **MODIFICATION.** This MOU may only be amended by the written consent of both SBS and DPR.
- B. **TERMINATION.** Both SBS and DPR shall have the right to terminate this MOU without cause upon thirty (30) days written notice to the other Party.

## **ARTICLE 5. RECORDKEEPING, REPORTING REQUIREMENTS & PROJECT MONITORING**

- A. **Maintenance of Records.** DPR agrees to maintain any and all books, records, documentation, justifications and other evidence which sufficiently and properly reflect all costs expended in connection with this MOU as well as any other documents or information deemed necessary by SBS for SBS to comply with certain NYSDOL reporting requirements related to the Grant including, but not limited to the following (collectively, “**Records**”):
1. **Case Management System.** The recording and timely entering of NEG-Funded Participant Services in NYSDOL’s case management system; and
  2. **Monthly Report Submissions.** The Records and related information provided by DPR to SBS for the completion and submission of NYSDOL-required Monthly Reports shall include sufficient information and supporting documentation for SBS to address the following areas:
    - a. Summarize the activities conducted;
    - b. Identify new worksite initiated;
    - c. Identify temporary workers hired/assigned to worksites;
    - d. Summarize local monitoring conducted; and
    - e. Identify accrued expenditures.
- B. **Retention and Availability of Records for Inspection.** DPR agrees to retain all Records for a period of six (6) years after the expiration or termination of this MOU, or for a period otherwise prescribed by Law, whichever is later (“**Retention Period**”). Additionally, during the Term or Retention Period and upon reasonable notice to DPR, DPR shall make available to SBS as well as applicable City, State and federal agencies and auditors all Records maintained or retained by DPR in connection with this MOU.
- C. **NEG Project Monitoring.** During the Term, SBS shall perform the NEG monitoring activities set forth in the *Hurricane Sandy NEG Monitoring Guide; Local Government Agency, Non-profit or Public Education Entity Receiving Grant.*

## **ARTICLE 6. MISCELLANEOUS**

- A. All notices required by this MOU shall be delivered to the other Party at the following addresses:

**To DPR:**

The Arsenal-830 Fifth Avenue  
New York, NY 10065  
Attn: Robert Garafola, Deputy Commissioner of Management and Budget OR  
Email: Robert.Garafola@parks.nyc.gov

**To SBS:**

110 William Street, 7th Floor  
New York, New York 10038  
Attn: Andrew Schwartz, General Counsel OR  
Email: ASchwartz@sbs.nyc.gov

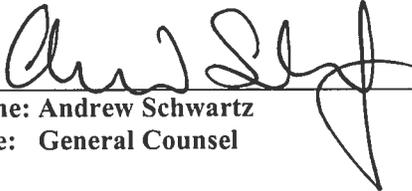
- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. The Services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws.
- D. This written MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties, nor to vary any of its terms.
- E. Neither Party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to emergencies or weather conditions, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the

party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.

- F. Neither Party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior consent of the other Party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned. In addition, DPR is prohibited from undertaking any of the following actions without the prior written approval of SBS: (1) Changing worksite locations; (2) transferring workers to different worksite locations; and/or (3) transferring the management of these worksite locations, including management of the workers and the Project in general, to another agency or entity.
- G. The Parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the Services set forth in the MOU.

IN WITNESS WHEREOF, both Parties have duly executed this MOU on the date herein written.

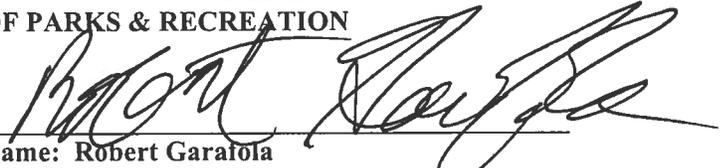
**NEW YORK CITY DEPARTMENT OF  
SMALL BUSINESS SERVICES**



Name: Andrew Schwartz  
Title: General Counsel

Date

**NEW YORK CITY DEPARTMENT  
OF PARKS & RECREATION**



Name: Robert Garafola  
Title: Deputy Commissioner of Management  
and Budget

Date

10/2/2014

ACKNOWLEDGMENTS

State of New York     )  
                                  ) SS.:  
County of New York    )

On this 9<sup>th</sup> day of OCTOBER, 2014, before me personally came Andrew Schwartz, to me known, and known to me to be the General Counsel of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Michelle Tulino  
Notary Public



State of *New York*     )  
                                  ) SS.:  
County of *New York*    )

On this 2 day of oct., 2014, before me personally came Robert Garafola, to me known, and known to me to be the Deputy Commissioner for Management and Budget of the New York City Department of Parks and Recreation, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Michael Kaplan  
Notary Public

**MICHAEL KAPLAN**  
Notary Public, State of New York  
No. 01KA6245725  
Qualified in Queens County  
Commission Expires Aug. 01, 2015



**EXHIBIT A**  
**NOTICE OF OBLIGATIONAL AUTHORITY**

**New York State Department of Labor**  
 Andrew M. Cuomo, *Governor*  
 Peter M. Rivera, *Commissioner*

September 4, 2014

The Honorable Bill de Blasio  
 Mayor  
 City of New York  
 City Hall  
 New York, New York 10007

Dear Mayor de Blasio:

Attached is Notice of Obligational Authority (NOA) for Local Workforce Investment Area (LWIA) - New York City. This NOA identifies funding for the Inland and Shoreline Recovery at Parks (ISRP) project. NYSDOL will issue additional NOAs to provide funding for all approved expenses up to the approved budget request incurred on or before March 31, 2015 for all approved NEG Projects.

Disaster NEG supported workers must meet the eligibility criteria as established under this grant. Funds can only be used to hire temporary workers and to purchase disaster-related supplies. Available funds may be used to provide humanitarian assistance, clean-up, demolition, repair and renovation related to public facilities, structures and lands. All charges against this program must be reported monthly to PeopleSoft Program 187 and 189 as follows:

<i>NEG Hurricane expense</i>	<i>Peoplesoft Account/Description</i>
LWIA Administration	516000 Administration
Participant Wages	516100 Wages
Participant Fringe Benefits	516101 Fringe
Supplies and Transportation	516107 Other
Supervisor Wages, Fringe, Prgm Oper Admin	511000 General

This NOA reflects the following projects approved for your LWIA under NEG Sandy phase 1, PeopleSoft program 187.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	6,816,445.00	513,065.75	-0-	-0-	-0-
NYC SBS	522,023.00	39,292.05	-0-	-0-	-0-
NYC direct hire	15,000,000.00	1,129,032.26	4,370,273.24	-0-	4,370,273.24
NYC DHS	324,800.00	24,447.31	47,475.64	-0-	47,475.64
NYC MOCS	167,395.79	12,599.68	4,240.46	-0-	4,240.46
NYC JBRC	4,523,596.00	340,485.72	3,042,557.37	-0-	3,042,557.37
NYC DYCD	1,416,093.38	106,587.67	772,154.40	-0-	772,154.40
NYC DFTA	150,864.86	11,355.42	48,977.47	-0-	48,977.47
NYC DSNY	562,105.26	42,309.00	371,481.14	-0-	371,481.14
NYC DOB	249,365.00	18,769.41	252,530.11	-0-	252,530.11
NYCDHS cleanup	5,849,968.00	440,320.17	1,167,068.82	-0-	1,167,068.82
NYC Parks (PRR)	6,073,404.00	270,315.01	-0-	-0-	-0-
NYC Parks (ISRP)	6,498,481.00	489,132.98	-0-	6,987,613.98	6,987,613.98
<b>Totals</b>	<b>48,154,541.29</b>	<b>3,437,712.43</b>	<b>10,076,758.65</b>	<b>6,987,613.98</b>	<b>17,064,372.63</b>

EXHIBIT A - NOTICE OF OBLIGATIONAL AUTHORITY

- 2 -

This NOA reflects the following projects approved for your LWIA under NEG Sandy phase 2, PeopleSoft program 189.

Project name	Budget request	LWIA Admin	NOA prior level	Change this NOA	NOA new level
NYCHA	6,816,445.00	513,065.75	6,094,055.05	-0-	6,094,055.05
NYC SBS	522,023.00	39,292.05	-0-	-0-	-0-
NYC direct hire	15,000,000.00	1,129,032.26	6,821,256.83	-0-	6,821,256.83
NYC DHS	324,800.00	24,447.31	135,565.75	-0-	135,565.75
NYC MOCS	167,395.79	12,599.68	98,207.86	-0-	98,207.86
NYC JBRC	4,523,596.00	340,485.72	318,452.93	-0-	318,452.93
NYC DYCD	1,416,093.38	106,587.67	561,798.71	-0-	561,798.71
NYC DFTA	150,864.86	11,355.42	22.86	-0-	22.86
NYC DSNY	562,105.26	42,309.00	232,933.11	-0-	232,933.11
NYC DOB	249,365.00	18,769.41	556.85	-0-	556.85
NYCDHS cleanup	5,849,968.00	440,320.17	2,072,572.04	-0-	2,072,572.04
NYC Parks (PRR)	6,073,404.00	270,315.01	3,861,643.01	-0-	3,861,643.01
NYC Parks (ISRP)	6,498,481.00	489,132.98	-0-	-0-	-0-
Totals	48,154,541.29	3,437,712.43	20,197,065.00	-0-	20,197,065.00

NEG funded participant services must be properly recorded and entered timely into our case management system. The Department created a Disaster NEG desk guide which is located on the internet at: <http://labor.ny.gov/workforcenypartners/osos-desk-guide-neg-disaster.pdf>.

A monthly report summarizing activities conducted, new worksites initiated, temporary workers hired/assigned to worksites, local monitoring conducted and accrued expenditures will be required for this project.

Any questions concerning this information should be directed to Mr. Jeffrey Martin, State Representative at 212-775-3352.

Sincerely,



Karen A. Coleman  
Deputy Commissioner  
for Workforce Development

Attachment

cc: Mr. Ismail Mohamed  
Ms. Katy Gaul-Stigge  
Mr. Jeffrey Martin

## EXHIBIT A - NOTICE OF OBLIGATIONAL AUTHORITY

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 67

NOA #PY12- 26

LWIA: New York City  
 Grantee: Bill de Blasio  
 Mayor, New York City

GRANTOR: The Governor of New York through  
 the New York State Department  
 of Labor

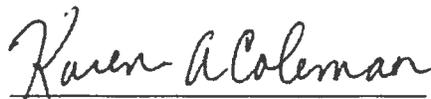
This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14)  
 NEG Hurricane Sandy phase 1 (10/30/12 - 3/31/15)  
 Dislocated Worker Supplemental Funds (07/01/12 through 09/30/13)  
 Rapid Response-Discretionary - Dislocated Worker (10/30/12 through 12/31/13)  
 NEG Hurricane Sandy phase 2 (1/29/13 - 3/31/15)

NYSDOL Contacts: Jeff Martin

TELEPHONE: (212) 775-3352

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$18,999,810.90	\$0.00	\$18,999,810.90
CFDA# 17.258,17.259,17.278 T-1B Admin	\$5,997,330.00	\$0.00	\$5,997,330.00
CFDA# 17.258 T-1B Adult	\$20,450,578.50	\$0.00	\$20,450,578.50
CFDA# 17.278 T-1B Dislocated Worker	\$12,925,580.60	\$0.00	\$12,925,580.60
CFDA# 17.277 T-1B NEG Disaster (Hurricane Sandy Ph 1)	\$10,076,758.65	\$6,987,613.98	\$17,064,372.63
CFDA# 17.278 T-1B Dislocated Worker Supplemental Funds	\$394,693.00	\$0.00	\$394,693.00
CFDA# 17.278 T-1B Rapid Response Discretionary DW	\$474,693.00	\$0.00	\$474,693.00
CFDA# 17.278 T-1B Dislocated Worker Transferred for Adult Activities	\$1,600,000.00	\$0.00	\$1,600,000.00
CFDA# 17.284 T-1B NEG Disaster (Hurricane Sandy Ph 2)	\$20,197,065.00	\$0.00	\$20,197,065.00

Approved by:



Karen A. Coleman

Deputy Commissioner for Workforce Development

09/04/14

## **EXHIBIT B – PROJECT PROPOSAL**

### **Request for NEG Funding for Inland and Shoreline Recovery at Parks (ISRP)**

#### **Overview and History**

The United States Department of Labor (USDOL) has authorized the New York State Department of Labor (NYSDOL) to utilize funding to support Superstorm Sandy clean-up efforts through a National Emergency Grant (NEG). The New York City Department of Parks and Recreation (NYC Parks) has worked with the Department of Small Business Services (SBS) and the Human Resources Administration (HRA) to identify priority projects and develop a plan to hire temporary staff.

NYC Parks respectfully requests funding for the period of September 2014 to March 2015 for a new NEG project to build on its previous NEG projects. With generous NEG funding, each project has played a vital role in restoring the areas most dramatically affected by Superstorm Sandy. This new project will continue that important work by focusing on three key areas listed in order of approximate workload, starting with the largest amount: resiliency of shorelines, debris removal of inland wooded areas, and community engagement.

#### **Background**

After Superstorm Sandy struck in the fall of 2012, NYC Parks primarily focused on the removal of organic and inorganic debris to allow for the safe passage of Parks patrons on our properties in hard-hit areas of Brooklyn, Queens and Staten Island. The initial round of NEG funding ensured the hiring of seasonal employees who cleared our properties and shorefront of all remaining debris. In the months following, the first JBRC program was created to provide staff and resources to complete similar work in Jamaica Bay/Rockaway Parks, an area where destruction was vast. Most recently, we have expanded the work location of JBRC and developed the Parks Recovery and Resiliency (PRR) program, which focused on the repair of storm-damaged shorefronts and greenstreets in the Bronx, Brooklyn, Manhattan and Queens.

In response to the actionable items laid out in the city's plan, "A Stronger, More Resilient New York," we are working to repair damage to our coastline and assets with an eye towards ensuring our parks and properties are protected from future storms. Within the plan, NYC Parks is an important player in the "Citywide Infrastructure and the Built Environment" category, with initiatives to be executed by the agency over the next three years. Within this category, there are specific areas of work where temporary staff will be crucial during the fall 2014 and winter 2015 seasons. This timeframe is the ideal period for continued repair, restoration, and re-planting.

Parks comprise 14% of New York City's land area, or about 29,000 acres, including inland wooded trails and beaches. Given the sheer size of the City's parkland, NYC Parks has prioritized property repair post-Sandy based largely on the volume of visitors. Thus, many properties still have storm damage that has not been repaired even nearly two years after Sandy. Further, significant restoration needs to take place for many of New York City's public beaches, which remain closed off during the summer months due to heavy usage by the public.

#### **Project Areas:**

This recovery and resiliency work will focus mainly on the three areas described below:

**Resiliency: NYC Parks Shorelines and Inland Wooded Areas, approximately 50% of time:**

## **EXHIBIT B – PROJECT PROPOSAL**

While debris has been removed from these locations, our focus is on replanting destroyed organic material while increasing our resiliency against future storms. NYC Parks proposes hiring staff to perform the following activities:

### *Shoreline Work:*

- Perform beach erosion restoration through sand replacement and dune organization and replanting on shorelines, which will be facilitated with the use of mobi mats (details are listed in the budget section)
- Encourage re-growth of native coastal forest species
- Improve the nutrient balance in soils that have had high saline inputs from salt water inundation during Sandy through mulching
- Replace newly-grown beach grass in the inundation areas

### *Inland Work:*

- Perform cutting and spreading of wood associated with blow-downs from the storm to discourage further break-up of the canopy in these locations. Install replacement plantings where there has been storm-related mortality
- Perform cuttings of vine drape on trees along park edges where vine weight has exacerbated or tends to exacerbate the damage and risk associated with high winds

### **Debris Removal: NYC Parks Inland Wooded Areas (approximately 30% of the time):**

NYC Parks still has a significant quantity of organic debris, caused by Superstorm Sandy, that it must remove from inland wooded areas, particularly those areas that receive a low volume of visitors. NYC Parks proposes hiring staff to:

- Remove tidal and inorganic debris
- Clean up planting sites that suffered from inundation or downed trees during the storm
- Conduct clean-up of invasive species to encourage native plant growth
- Clean up downed wood and perform weeding (especially of vines that have a tendency to climb quickly over downed wood)

### **Community Rebuilding: Public Safety and Access to Shorelines (approximately 20% of the time):**

Often, NYC Parks cannot open all areas of a beach or property because on-going rebuilding efforts endanger the public, or access points were destroyed from the storm and are not yet rebuilt (e.g., Rockaway Boardwalk). We propose hiring staff to perform work at the Coney Island, Rockaway, and Staten Island Shorefronts to:

- Alert community residents and beach-goers where the contingency access points are on the beach are located
- Distribute information about upcoming rebuilding projects where locals can volunteer in their storm-damaged communities, e.g., publicizing dune planting events
- Preparation and cleanup for "Community Rebuilding" events in Sandy-affected areas – e.g., digging preparatory holes for tree planting events

## **EXHIBIT B – PROJECT PROPOSAL**

### **Locations**

An important aspect of the recovery plan involves ensuring that the restoration projects contain a strategy for resiliency for the following properties that lie in the floodplain or the "At Risk Areas", which have been designated through FEMA's Risk Mapping, Assessment and Planning process:

**Brooklyn:** Waterfront parks such as Red Hook Park, Shore Road Park, Dreier Offerman Park, Jamaica Bay properties (Marine Park, Canarsie Park, Paedergeat Park, Fresh Creek, Spring Creek), and greenstreets throughout the floodplain

**Bronx:** Waterfront parks such as Orchard Beach, Pelham Bay Park, City Island Parks, Baretto Park, Cement Plant Park, Bronx River Park, Pugsley Creek Park, Starlight Park, Soundview Park and greenstreets throughout the floodplain

**Manhattan:** Waterfront parks such as East River Park and Promenade, Fort Washington Park, Riverside Park, Battery Park, West Harlem Piers Park, Inwood Hill Park, and greenstreets throughout the floodplain

**Queens:** The Rockaway Peninsula and Jamaica Bay properties (Bayswater Park, Rockaway Community Park, Idlewild Park, Dubos Point, Broad Channel), trails in Forest Park, Cunningham Park and Highland Park and Greenstreets throughout the floodplain

**Staten Island:** Inland trails throughout Staten Island, South Beach, Midland Beach, Conference House Park

### **Program Details**

PRR Crew Members will be unemployed, former Parks Opportunity Program graduates who will be hired as City Seasonal Aides earning \$11.62/hour for a 40 hour work week. They will work from September through the expiration of the NEG funding on 3/31/2015.

### **Recruitment**

NYC Parks will review all Parks Opportunity Program August and September graduates who have not yet secured post-program employment and screen them for hire. Selected candidates will complete a NEG eligibility form provided by SBS and, if eligible, will fill out hiring paperwork and be given start dates as City Seasonal Aides. Their start date will be during the middle to end of September 2014.

### **Program Budget**

A detailed budget indicating PS and OTPS costs is listed below. Please note the costs of the mobi mats below. Mobi mats are a unique tool that provide traction for both workers and vehicles over sand dunes, and significantly facilitate their ability to perform work in sand. All beach work, specifically in the area of beach erosion restoration, will rely upon the use of these mats. NYC Parks has attempted to resolve the safe passage issue with less expensive mats as well as mats made of alternative materials, and none are able to meet the need. These mats need to be able to withstand heavy use as well as variables such as weather, foot and vehicle traffic, and mobi mats are the only brand able to endure these factors.

**EXHIBIT C  
BUDGET**

**ISRP 2015**

10/9/2014

**Project Budget**

<b>DPR Personnel</b>	<b>Number</b>	<b>DOL Cap*</b>	<b>Base Rate</b>	<b>Rate (6 Months)*</b>	<b>Total</b>
City Seasonal Aides (approx. 5.9 months)*	400	12,000	11.62/HR	\$12,131	4,800,000
Crew Chiefs (approx. 5.7 months)*	40	22,026	46,067/YR	\$23,034	881,040
Attrition Savings (16.45%)					(789,839)
Fringe (9.1%)					445,099
Crew Chief Overtime					70,483
<b>PS Subtotal</b>					\$ 5,406,783

\* DOL Cap amount was used to calculate totals since 6-month rate for both CSAs and Crew Chiefs would exceed the cap. The DOL cap rate will allow us to hire CSAs and Crew Chiefs for approximately 5.9 months and 5.7 months, respectively.

**OTPS**

Contractual Services (trailers)	82,037
Misc. Equip Rentals (porto-sans, containers, etc.)	41,018
Furniture (tables, chairs, lockers, etc.)	30,764
Equipment	43,068
Uniforms (coveralls, caps, winter hats)	61,527
Maintenance Supplies (hand and power tools, etc.)	83,945
Supplies (garbage bags, rubber gloves, masks, paintbrushes, rakes, shovels)	98,601
Mobi Mats	200,000
<b>OTPS Subtotal</b>	\$ 640,960

**Project Subtotal** \$ 6,047,743

**Admin Budget**

<b>Onboarding Process</b>	<b>Number</b>	<b>Annual Rate</b>	<b>Daily Rate</b>	<b>Days Worked for Program</b>	<b>Total</b>
Interviewers	8	45,000	172	10	13,793
Training Staff	4	55,000	211	10	8,429
Fringe (48.1%)					10,689
<b>Onboarding Process Subtotal</b>					32,911

<b>Program Management</b>	<b>Number</b>	<b>Allocated to</b>	<b>Annual Rate</b>	<b>6 Month Rate</b>	<b>Total</b>
Program Coordinator	1	100%	50,000	25,000	25,000
Parks Supervisor	4	85%	72,000	36,000	122,400
Parks Manager	3	85%	79,000	39,500	100,725
Timekeeper	1	100%	46,000	23,000	23,000
Analyst/Admin	2	20%	55,000	27,500	11,000
Fringe (48.1%)					135,702
<b>Project Management Subtotal</b>					417,827

**Admin Subtotal** 450,738

**Total** 6,498,481