

Memorandum of Agreement

Between

Friends of Gantry Plaza State Park, Inc. A/K/A Hunters Point Parks Conservancy

And

The New York State Office of Parks, Recreation and Historic Preservation

By this Agreement, the Friends of Gantry Plaza State Park, Inc. A/K/A Hunters Point Parks Conservancy and the New York State Office of Parks, Recreation and Historic Preservation confirm and acknowledge the following:

1. The Friends of Gantry Plaza State Park, Inc. A/K/A Hunters Point Parks Conservancy (“Friends”), a charitable organization incorporated under the laws of New York State, and the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”), an agency within the Executive Department of New York State government, have mutual and complementary interests in the support, operation, and stewardship of Gantry Plaza State Park (“Facility”), as set forth in their respective governing documents.
2. The Friends and OPRHP shall utilize this affiliation Agreement to support, promote and accomplish their mutual goals.
3. The Friends acknowledge OPRHP’s liaison with the Friends for all programmatic and business relations shall be the Regional Director or his/her designee (“Parks Contact”), who shall be invited to attend all meetings of the Friends that are open to the general membership. The Parks Contact (or any current OPRHP officer or employee) can neither serve as a director nor an ex-officio member of the Board of Directors of the Friends. The Parks Contact is Leslie Wright, NYC Regional Director, OPRHP, 163 West 125th Street, 17th Floor, New York, NY 10027, Phone: 212-866-2720, Fax: 212-866-2727, Leslie.Wright@parks.ny.gov.
4. OPRHP acknowledges that the Friends Representative for all official programmatic and business relations shall be the President of the Friends or the President’s designee. The Friends Representative is Rob Basch, President, Friends of Gantry Plaza State Park, Inc. A/K/A Hunters Point Parks Conservancy, 2-17 51st Avenue #903, Long Island City, NY 11101, rbasch@hunterspointparks.org.
5. The Friends agree to abide by all applicable federal, state, and local laws and regulations, including New York’s Nonprofit Revitalization Act.
6. The Friends shall obtain, adopt and/or maintain the following governing documents: (1) Certificate of Incorporation and/or Certificates of Amendment; (2) Mission Statement; (3) By-Laws; (4) Internal Revenue Service Determination Letter; (5)

Conflict of Interest Policy; (6) Financial and/or Accounting Policy or Procedures; (7) Anti-Discrimination Policy; and (8) Sexual Harassment Prevention Policy.

7. The Friends shall not undertake or conduct any activity contrary to their governing documents referenced above in section (6).
8. The parties shall keep each other fully informed of their respective activities, plans, and proposals regarding the Facility through the representatives designated herein.
9. In the event that there is an access fee to the Facility, members of the Friends shall have access to the Facility at no charge provided the members are entering the Facility in connection with pre-approved volunteer activities at the Facility and with the approval of the Parks Contact.
10. The Friends understand that certain activities it may wish to undertake or conduct at the Facility will require the issuance of an OPRHP permit(s) and/or a supplementary agreement with OPRHP. The determination of whether a proposed activity rises to that level is within the sole discretion of OPRHP. The Friends shall not undertake or conduct such activities, including activities that generally require a permit or involve bringing any property to the Facility, without the prior approval of OPRHP.
11. When OPRHP receives such requests for approval of activities at the Facility or permit applications, OPRHP shall determine whether general liability insurance shall be required of the Friends for that activity. Any such or other insurance required to be held by the Friends pursuant to this Agreement shall be the primary coverage for the volunteers.
12. All volunteers of the Friends shall register as volunteers by submitting to OPRHP a completed Volunteer Service Agreement (“VSA”). OPRHP shall, during the period of service indicated in the VSA, provide each registered volunteer with Worker’s Compensation coverage to the extent provided by law. Each registered volunteer may receive defense and indemnification pursuant to the Public Officers Law §17 for incidents arising out of their volunteer service. Registered volunteers of the Friends agree to promptly notify OPRHP of any injuries or incidents in a timely manner for processing. This paragraph does not apply to paid employees of the Friends.
13. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other federal and state constitutional and statutory non-discrimination provisions, in conducting activities pursuant to this Agreement, the Friends shall not discriminate against any person because of age, creed, disability, domestic violence victim status, gender identity or expression, familial status, marital status, military status, national origin, predisposing genetic characteristics, pregnancy-related condition, prior arrest or conviction record, race/color, sex, sexual orientation, or retaliation unlawful discriminatory practices.

14. To the extent it does not conflict with applicable laws, rules, and regulations, OPRHP reserves the right to recommend Friends discipline, re-train or replace any employee or volunteer whose actions are inconsistent with the mission of OPRHP.
15. Friends agree that all funds and property received by the Friends will be expended, distributed and applied in a manner consistent with the provisions of their governing documents referenced above in section (7) and any other laws, regulations, or other legal restrictions.
16. The parties shall cooperate by keeping each other informed of their respective activities, plans, and proposals regarding the Facility. In regard to OPRHP's future activities, plans and proposals regarding the Facility, upon request OPRHP shall provide any publicly available documents related thereto.
17. To ensure the Friends' goals are aligned with those of OPRHP, the Friends shall share proposals relating to the physical and/or programmatic development of the Facility, which may include planning documents, grant applications to entities other than OPRHP, and other such initiatives. Prior to taking any final action on such a proposal or submitting to an outside entity, the Friends shall allow reasonable time for OPRHP's review and approval.
18. All supplies, materials, equipment, exhibits, collections, or other items which are donated by the Friends to OPRHP shall be transferred in accordance with OPRHP's applicable procedures and/or tax forms depending on the type of donation.
19. Upon OPRHP's reasonable prior notice and request, the Friends agree to provide in a timely manner, an annual report describing the Friends' operations, revenue, expenditures, and assets in support of the Facility.
20. The Friends agree that all required federal and state filings, including tax filings, will be timely submitted to their respective agencies.
21. This Agreement supersedes and terminates any prior agreement between the parties. The term of this Agreement shall be five (5) years. This Agreement shall take effect when both OPRHP and the Friends have executed same and delivered electronic counterparts of such signatures to the other party. Either party may terminate this Agreement at any time prior to the expiration of the five (5) year term upon ninety (90) days written notice to the other party. This Agreement shall terminate automatically in the event of the dissolution of the Friends and/or, if applicable, Friends' loss of Federal 501(c)(3) tax exempt status and/or New York State education corporation or not-for-profit corporation status.
22. This Agreement may not be amended, modified, or otherwise changed unless done in writing and signed by both parties.
23. The Friends shall defend, indemnify, and hold harmless the State of New York, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP), and

their officers, employees, and agents from all claims, suits, losses, property damage, or injury to any person, of whatsoever kind and nature, whether direct or indirect, that are caused or contributed to by the Friends or the Friends' vendors, employees, agents, and invitees and that arise out of the Friends' conduct or performance of this Agreement.

24. This Agreement and any amendments thereto may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. Signatures delivered by facsimile or other electronic means shall be accepted as original signatures.
25. The Friends shall hold general liability insurance with coverage minimums of \$1,000,000 per occurrence and \$2,000,000 for general aggregate and shall name the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents as an additional insured. Such insurance shall be the primary coverage for all incidents arising out of the operation of this Agreement. Insurance coverage shall be provided only by an insurer duly licensed in New York State. All insurance coverage shall be written such that OPRHP is afforded at least thirty (30) days prior notice of cancellation of any insurance policy or of material alteration thereto. The Friends shall provide to OPRHP a Certificate of Liability Insurance and/or a copy of the insurance policy and specific endorsements issued by the authorized representative of the insurance carrier or producer. Merely designating the State of New York, OPRHP, and their officers, agents, and employees as a "certificate holder" on a Certificate of Liability Insurance shall not constitute compliance with this section.

****Signature Page Follows****

****Signature Page****

10/27/2021

Date

DocuSigned by:
Rob Basch
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Rob Basch
President, Friends of Gantry Plaza
State Park A/K/A Hunters Point
Parks Conservancy
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(917) 282-4123

10/27/2021

Date

DocuSigned by:
Leslie Wright
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Leslie Wright
Regional Director
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10/27/2021

Date

DocuSigned by:
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Tom Alworth
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