

INTRA-CITY AGREEMENT
between
NEW YORK CITY EMERGENCY MANAGEMENT
and
NEW YORK CITY DEPARTMENT OF EDUCATION

This Intra-City Funding Agreement (“**Agreement**”) dated MARCH 23, 2022 by and between New York City Emergency Management (“**NYC EM**”), having its principal office located at 165 Cadman Plaza East, Brooklyn, NY 11201, and the New York City Department of Education (“**DOE**”), having its principal office located at 52 Chambers Street, New York, New York 10007. NYC EM and DOE may collectively be referred herein collectively as “Parties” and individually as “Party.”

NYC EM and DOE agree as follows:

1. The purpose of this Agreement is to provide funding and define the terms under which DOE shall provide space (the “Space”) on the Michael J. Petrides Education Complex, in administrative space, for NYC EM’s Response Division. This Space will allow NYC EM to more expeditiously respond to emergency conditions in Richmond County. Additionally, NYC EM will utilize exterior space to store portable emergency equipment, including, but not limited to portable light towers, generators and dewatering pumps.

2. TERM & TERMINATION

- 2.1. **Term.** This Agreement shall commence on the date that the last Party signs this Agreement and shall remain in effect for 3 years.
- 2.2. **Termination.** This Agreement may be terminated if DOE requires use of the Space for educational purposes; provided that, in the event of such termination, DOE will work with NYC EM to identify additional administrative space suitable for their needs.
- 2.3. **Termination Notice.** The date of termination shall be 90 days after the date of NYC EM’s receipt of the Notice of Termination from DOE.

3. FUNDING & COSTS

- 3.1. **Fiscal Year.** The City fiscal years applicable to this Agreement are FY22-25.
- 3.2. **Cost.** The DOE shall not incur any costs as a result of this agreement, including any preparation and/or modification of the space. NYC EM shall provide all funds required for preparation and/or modification of the Space.
- 3.3. **Transfer of Funds.** NYC EM will transfer funds to DOE, as needed via an interagency

fund transfer. Funds transferred to DOE shall be used solely for the expenses related to the space provided by DOE through this Agreement.

4. RESPONSIBILITIES OF THE PARTIES

4.1. NYCEM.

- a) NYCEM will provide DOE with its space needs and desired layout for the Space.
- b) NYCEM will identify and notify DOE of any need for modifications to the Space and submit plans and budget for funds required to complete such modifications by April 30, 2022.
- c) As soon as practicable, NYCEM will transfer funds for all required and requested modifications to the Space pursuant to 4.1.a.
- d) NYCEM agrees to apply for and comply with DOE extended use permit(s) for occupancy of the Space and DOE shall not charge any fee for such permit.

4.2. DOE.

- a) DOE will work with NYCEM to identify the administrative space intended for use that is not within a school building.
- b) DOE will provide a space with at least 2 work stations, sufficient electric and locked storage space for IT equipment. The DOE shall not be responsible for the securing of NYCEM equipment on the premises.
- c) In the event of an activation requiring use of a Borough Coordination Center, the DOE will provide NYCEM with temporary expansion to compensate personnel, if available.

5. MISCELLANEOUS

5.1. Modification. No modification, amendment, waiver, or release of any provision of this Agreement shall be effective unless in writing and duly executed by the Parties.

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

5.3. Retention of Records. Parties agree to maintain for six (6) years from the termination of this Agreement, copies of all financial and work reports, audits which reflect the services

rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies upon request.

- 5.4. Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, and all such counterparts together shall constitute one and the same instrument.
- 5.5. Notice and Points of Contact.** All notices and requests hereunder by either Party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the Parties as follows:

NYC EM:

John Grimm
Deputy Commissioner of Response
165 Cadman Plaza East
Brooklyn, New York 11201
[REDACTED]
[REDACTED]

DOE:

Keith Grossman
Director of Emergency Management
44-36 Vernon Blvd
Long Island City, NY 11101
[REDACTED]
[REDACTED]

The terms of this Agreement will become effective on the date that the last Party signs this Agreement:

NYC Emergency Management

BY: John Grimm
John Grimm, Dep. Comm. Response

Date: 3/23/2022

NYC Department of Education

BY: [Signature]
John T. Shea, Chief Exec Officer, DSF

Date: 3/23/22

BY: [Signature]
Keith Grossman
Director Emerg. Management, NYCDOE

Date: 3/23/2022