

INTRA-CITY AGREEMENT BETWEEN
NEW YORK CITY EMERGENCY MANAGEMENT
And
THE NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

INTRA-CITY AGREEMENT (the “**Agreement**”), effective as of September 17, 2018, between **New York City Emergency Management (“NYC EM”)**, having its principal office located at 165 Cadman Plaza East, Brooklyn, New York 11201, and the **New York City Department of Parks & Recreation (“Parks”)**, having its principal office located at The Arsenal, 830 5th Avenue, New York, NY 10065, who will at times collectively be known as the “**Parties**” and individually as “**Party**.”

WITNESSETH:

WHEREAS, pursuant to the New York City Charter, NYC EM is tasked with coordinating, preparing for and responding to emergency conditions and potential incidents, including but not limited to large scale disasters and catastrophic events; and

WHEREAS, during certain emergencies, NYC EM may require the use of spaces for Logistics Staging Areas, Temporary Debris Storage & Reduction Sites, Emergency Fueling Sites, Family Assistance Centers, Service Centers, and Emergency Operations Sites, the purpose of which will be to respond to the emergency and thereafter, to mitigate the effects of such emergency; and

WHEREAS, Parks is integral to the City of New York’s (“**City**”) emergency response and provides space in which to conduct the above mentioned operations; and

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree as follows:

I. SCOPE OF WORK

Parks grants NYC EM, as well as its partners, including but not limited to local, state, federal, and private partners (“**Partners**”), the right to enter properties throughout the City after consultation and approval by Parks for the purpose of establishing:

- A. Logistic Staging Areas (“**LSA**”) to coordinate, organize and respond to the logistical needs caused by the effects of a Citywide emergency;
- B. Temporary Debris Storage & Reduction (“**TDSR**”) Sites for vegetative debris and, with the prior written approval of Parks, mixed debris;
- C. Emergency Fueling Site (“**EFS**”) to provide liquid fuel for emergency equipment and vehicles for City, state, federal, and private partners;
- D. Family Assistance Centers (“**FAC**”) for missing person and victim accounting services, family briefings, financial assistance, social services, mental health care, and other critical services;
- E. Service Centers for financial assistance, housing assistance, social services, mental health care, and critical services; and/or
- F. Emergency Operations Site (“**EOS**”) to conduct additional emergency operations that are mutually agreed upon by the Parties in writing.

The manner in which each property will be utilized will be in accordance with the *Site Matrix*, annexed hereto and made apart hereof as **Attachment "A"**. **Attachment "A"** may be updated periodically by Parks, after consultation with NYC EM.

II. TERM & TERMINATION

- A. This Agreement shall commence immediately on the date the last Party signs this Agreement.
- B. This Agreement may be terminated by Parks upon thirty (30) days written notice to NYC EM or at any time upon the written mutual consent of the Parties. In circumstances where there is an imminent threat of or an ongoing emergency or disaster, the thirty (30) notice period will be tolled until the conclusion of the emergency or disaster or the site(s) is no longer available for emergency or disaster operations, as determined by Parks, after consultation with NYC EM.

III. SITE OCCUPANCY & RESTORATION

- A. NYC EM and its Partners will take any and all steps required to vacate the properties as expeditiously as possible post emergency response and recovery; and shall thereafter, proceed to remove all of its equipment, property, personnel, and any other material that it has brought onto the property.
- B. Upon the removal of all such material and personnel, NYC EM and its Partners will take the steps necessary to effectuate and provide for the restoration of the property to the conditions prevailing immediately prior to the commencement of the occupancy. These conditions will have been documented by the Parties in the *Pre- and Post-Occupancy Site Checklist*, annexed hereto and made apart hereof as **Attachment "B"**. The pre-occupancy walkthrough will be conducted by those authorized to sign **Attachment "B"** on behalf of the Parties and as close to occupancy as practicable under the circumstances.
- C. Clean up and any subsequently required remediation of the properties, or of other areas affected by the activities shall be the responsibility of NYC EM and its Partners, shall be accomplished in a manner satisfactory to Parks, and shall be accomplished in accordance with applicable law, regulation, and policy, including all environmental laws, orders, and regulations. Such acceptance by Parks shall not be unreasonably withheld.
- D. NYC EM shall require all of its contractors and subcontractors to obtain commercial liability insurance naming the City of New York, together with its agents, representatives, and employees as additional insured.
- E. NYC EM shall require all of its contractors, subcontractors, representatives, and agents to defend, indemnify, and hold harmless the City of New York and their officers, agents, representatives, and employees from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses, and judgments of whatever kind or nature, known or unknown, contingent or otherwise for injuries to any person or persons, including death, or any damages to the properties of any nature in connection with or arising out of, in whole or in part, any negligent act(s) or omissions of its contractors, subcontractors, representatives, or agents in connection with the use of the properties.

IV. MISCELLANEOUS

- A. **Modification.** No modification, amendment, waiver, or release of any provision of this Agreement shall be valid or binding, for any purpose, unless in writing and duly executed by the Parties.
- B. **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.
- C. **Authorized Signatories.** The individuals executing this Agreement represent that they are duly authorized to, and are, executing this Agreement on behalf of the Parties.
- D. NYC EM and its Partners acquire no right, title, or interest in the properties permitted to be used herein and it is expressly understood that said use is temporary.
- E. This Agreement shall be binding upon and for the benefit of the Parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof.

V. POINTS OF CONTACT/NOTICES

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:

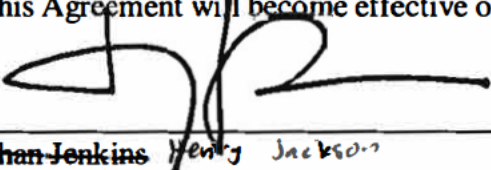
NYC EM: Justin Diehl
LSA and Operational Sites Program Manager
New York City Emergency Management
165 Cadman Plaza East
Brooklyn, New York 11201
[REDACTED]
[REDACTED]

Parks: Michael Dockett
Assistant Commissioner Urban Park Service
New York City Department of Parks & Recreation
Arsenal North
1234 Fifth Avenue
New York, NY 10029
[REDACTED]
[REDACTED]


IN WITNESSETH WHEREOF, the Parties hereto have executed the Agreement of the dates appearing opposite their respective signatures. The terms of this Agreement will become effective on the date that the last Party signs this Agreement:

9/20/18
Date

Deputy


~~Jonathan Jenkins~~ ~~Henry Jackson~~
Assistant Commissioner for Logistics
New York City Emergency Management
165 Cadman Plaza East
Brooklyn, New York 11201

9/17/18
Date


Michael Dockett
Assistant Commissioner Urban Park Service
New York City Department of Parks & Recreation
Arsenal North
1234 Fifth Avenue
New York, NY 10029

ATTACHMENT A:
NYC Department of Parks & Recreation Sites Identified for use by NYCEM as operational sites

	Car Pool Staging Area
Bronx	Orchard Beach
Brooklyn	MCU Parking Lot <i>(Requires prior authorization from concession)</i>
Queens	Alley Athletic Alley Picnic Alley Springfield Astoria Park <i>Citifield (Requires prior authorization from NY Mets)</i> Crocheron Park Cunningham Park FMCP Kissena Park Little Bay Park
Staten Island	Midland Beach Lot 4 Midland Beach Lot 8 Midland Beach Lot 9

	CDP Command Center
Bronx	Ranaqua
Brooklyn	St. John's Recreation Center
Manhattan	Arsenal West Central Communications Randalls Island
Staten Island	Greenbelt Recreation Center

	Commodity Distribution Point
Bronx	Arcilla Playground / JHS 145 Bufano Park Burns Playground Cedar Playground <i>Prospect Playground (under construction late 2018-2019)</i> Riverdale Playground St. James Park <i>St. Mary's Park (under construction in 2019)</i> Stebbins Playground
Brooklyn	Andries Playground Betsy Head Playground Bildersee Playground Col. David Marcus Memorial Playground Dyker Beach Park Harry Maze Memorial Park Kaiser Park Lincoln Terrace Park Linden Park Marc and Jason Playground Maria Hernandez Park McCarren Park Pena Herrera Playground Potomac Playground Seth Low Playground William E. Kelly Memorial Park

Manhattan	Cpl John Seravalli Playground Pete's Field PS 175 Henry H. Garnet Riverside Park Samuel Seabury Park / PS198 Isador E. Ida Straus South Street Seaport Public Parking Union Square Greenmarket White Playground
Queens	Albert Montbellier Park Astoria Heights Playground CC Moore Homestead Playground Cunningham Park Daniel A Haggerty Park Forest Park Frederick B Judge Memorial Playground Idlewild Park Joseph F. Mafera Park Maurice Fitzgerald Playground PS 220 Playground Torsney / Lou Lodati Playground Travers Park Utopia Playground Willeys Point Playground Worlds Fair Playground
Staten Island	Wolfe's Pond

	Vegetative Debris
Bronx	<i>Bronx Zoo (Requires prior authorization from Wildlife Conservation Society)</i> Orchard Beach
Brooklyn	<i>Manhattan Beach (Requires prior authorization from concession)</i> <i>MCU Parking Lot (Requires prior authorization from concession)</i>
Manhattan	Randalls Island
Queens	Cunningham Park FMCP
Staten Island	Midland Beach Lot 8 Wolfe's Pond

	Construction Debris
Brooklyn	<i>Manhattan Beach (Requires prior authorization from concession)</i> <i>MCU Parking Lot (Requires prior authorization from concession)</i>
Manhattan	Randalls Island
Staten Island	Midland Beach Lot 8

	Snow Dump Site
Bronx	Orchard Beach
Brooklyn	Calvert Vaux Park
Manhattan	Riverside Park
Queens	Astoria Park Booth Memorial – Kissena Cunningham Park FMCP Forest Park Idlewild Park
Staten Island	Midland Beach Lot 8

	Emergency Fueling
Bronx	Orchard Beach
Brooklyn	<i>Marine Park/Highway 2 (NYPD Jurisdiction)</i>
Manhattan	Randalls Island
Queens	FMCP

	Logistics Staging Area
Bronx	<i>Bronx Zoo (Requires prior authorization from Wildlife Conservation Society)</i>
	Orchard Beach
Brooklyn	<i>Manhattan Beach (Requires prior authorization from concession)</i>
	<i>MCU Parking Lot (Requires prior authorization from concession)</i>
Manhattan	Randalls Island
Queens	<i>Citifield (Requires prior authorization from NY Mets)</i>
	FMCP

ATTACHMENT B:
NYC Department of Parks and Recreation & NYC Emergency Management
Pre- and Post-Occupancy Site Check List

This attachment shall serve as the site pre- and post-activation checklist. This checklist outlines the actions that will be taken at the time of site activation, operations, and demobilization as well as the condition of the site at the time of the activation and immediately following demobilization.

☐ Initial Activation ☐ Additional Activation Date: _____

A. Primary project liaison for NYC DPR and NYC Emergency Management activation.

Liaison:	24 HR Phone:
NYC DPR _____	_____
NYC EM _____	_____
Site Contact _____	_____

B. The following site, _____ has been identified by NYC DPR Management for use by NYC EM as an operational site:

- | 1. Site Type: | Agency & Function: |
|--|--------------------|
| <input type="checkbox"/> Snow Dump Site: | _____ |
| <input type="checkbox"/> Car Pool Staging Area: | _____ |
| <input type="checkbox"/> CDP Command Center: | _____ |
| <input type="checkbox"/> CDP Site: | _____ |
| <input type="checkbox"/> Vegetative Debris Site: | _____ |
| <input type="checkbox"/> Construction Debris: | _____ |
| <input type="checkbox"/> Emergency Fueling: | _____ |
| <input type="checkbox"/> Logistics Staging Area: | _____ |
| <input type="checkbox"/> Agency Staging: | _____ |
2. Entrance to be used:
- | | |
|---|-------|
| <input type="checkbox"/> Entrance : _____ | _____ |
| <input type="checkbox"/> Entrance : _____ | _____ |
| <input type="checkbox"/> Entrance : _____ | _____ |
| <input type="checkbox"/> Entrance : _____ | _____ |

C. Duration / Hours of Operation:

1. NYC EM is requesting access to the site(s) from _____ to _____.
2. Site(s) will most likely be operational for 24 hours during the period listed above, with 12-hour operational periods, and heavier staffing during daylight hours.
3. NYC EM will coordinate situation reports for the Operational Site twice daily at _____ & _____.
4. NYCEM Operational Site Manager Contact Name: _____ Phone #: _____.

D. Resources that may be brought in for Debris, Fuel, LSA, or other Operational Site:

Actual requirements for an Operational Site are determined by scope of the event; therefore, resources being brought into the Operational Site may include, but are not limited to:

ATTACHMENT B:
NYC Department of Parks and Recreation & NYC Emergency Management
Pre- and Post-Occupancy Site Check List

- LSA Start-up Pack Type I, Conex Container
- Mobile Command Vehicle/Trailer
- Barrier (French or Jersey)
- Forklifts/Pallet Jack
- Gator/Golf Cart
- Large Event Tents
- Trailer Restrooms
- Trailer Bunk Facilities
- Truck Ramp
- Vacuum Truck
- Light Towers
- Tractor Trailers
- Flatbed Trucks
- Fuel Truck
- Generators
- Front End Loaders
- Plows

E. Site Walk-Through:

- ☐ A site walk-thru is requested with the Site Manager / Property Owner specifically addressing pre-activation site conditions for the Operational Site.

Pre-activation damage _____

Post-activation damage _____

F. Site Security:

- ☐ If requested by the site owner, NYC EM will coordinate to provide security.

NYC EM/ NYC DPR Management pre-activation walk-through conducted on

NYC EM/ NYC DPR Management post-activation walk-through conducted on

APPROVED/ACCEPTED BY:

NYC DPR Management

Date

NYC EM Management

Date