

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NEW YORK CITY DEPARTMENT OF HEALTH AND METAL HYGIENE

AND

THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

HAZARDOUS MATERIALS EMERGENCY RESPONSE PROGRAM

Pin #: 21EN060201R0X00

MEMORANDUM OF UNDERSTANDING (“Agreement”), dated as of July 1, 2020 between the **NEW YORK CITY (“City”) DEPARTMENT OF HEALTH AND METAL HYGIENE** (“DOHMH” or “Department”), Gotham Center, 42-09 28 Street, Long Island City, New York 11101 and the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”), 59-17 Junction Boulevard, Flushing, New York, 11373. DOHMH and DEP may be referred to collectively as the “parties” and each individually as a “party”.

W I T N E S S E T H:

WHEREAS, the Department recognizes the need to avert potentially dangerous situations involving hazardous materials by remediating existing emergencies and coordinating the approach to future emergency situations; and

WHEREAS, DEP has the experience and expertise to identify, alleviate, and remediate emergencies expeditiously and to coordinate its actions with those of other City Agencies, and

WHEREAS, DOHMH and DEP entered into an agreement dated July 1, 1998 (the “Original Agreement”) wherein DEP agreed to operate a hazardous materials emergency program (“service”) which service is intended to enhance the public health, and

WHEREAS, pursuant to the Original Agreement, DOHMH agreed to reimburse DEP for a portion of the cost of providing such service up to a maximum reimbursement amount as determined annually by the state of New York; and

WHEREAS, DOHMH and DEP desire to provide for the continuation of the service; and

WHEREAS, all previous memoranda of understanding regarding the subject matter of this Agreement are deemed terminated and of no further force and effect; and

NOW, THEREFORE, in consideration of the foregoing recitals and other mutual understandings, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2020 through June 30, 2022, unless sooner terminated pursuant to Article V1 of this Agreement.

ARTICLE II **SCOPE OF SERVICES**

In accordance with Title 10 NYCRR-40-2.220, DEP shall operate a program, the goal of which is to maintain a response protocol for chemical as well as other hazardous materials emergencies, as described in Attachment A, attached hereto and incorporated herein by this reference.

ARTICLE III **REIMBURSEMENT AND FINANCIAL REPORTS**

(A) Maximum Reimbursable Amount

For the period of July 1, 2020 through June 30, 2021, DOHMH agrees to pay and DEP agrees to accept for the service an amount not to exceed \$351,086 in accordance with the line item budget in Attachment B, which is attached hereto and is hereby made a part of this Agreement. The Maximum Reimbursable Amount for the second budget period of July 1, 2021 to June 30, 2022 shall also be \$351,086. Therefore, the total two-year Maximum Reimbursable Amount for this Agreement shall be **\$702,172.00**. Expenditures by DEP shall be in accordance with Attachment B.

(B) Schedule of Payments

The Department shall make yearly payments to DEP in an amount equal to DEP's approved yearly expense in accord with Attachment B, which shall be detailed in the Final Financial Report submitted pursuant to Section (C) below. The Department's yearly payment will be remitted after receipt and approval of DEP's Final Financial Report.

(C) Financial Reports

1. Final Financial Report

DEP shall submit, no later than 60 days after the expiration of each City Fiscal Year of the Agreement, a Financial Report detailing all of its cumulative expenses applicable to the Agreement, in accord with the line item budget contained in Attachment B. The Final Financial Report shall be accompanied by appropriate documentation.

2. Financial Report Review

The Department shall review the Final Financial Reports and supporting documentation as required, and may request additional supporting documentation.

(D) Modifications

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.

ARTICLE V NOTICE

Notices

All notices and requests hereunder by either party shall be in writing, and, except otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Department of Health and Mental Hygiene
Division of Environmental Health
125 Worth Street
New York, NY 10013

NYC Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, NY 11373
Attn: Joseph P. Murin
Title: Chief Financial Officer

Att: Corinne Schiff

NYC Department of Environmental Protection
Bureau of Police & Security
59-17 Junction Boulevard, 9th Floor
Flushing, NY 11373
Attn: Deputy Commissioner
Title:

Title: Deputy Commissioner

With a copy to:
NYC Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, NY 11373
Attn: General Counsel

ARTICLE VI TERMINATION

Either party may terminate this Agreement, in whole or in part, for any reason, upon thirty (30) days written notice to the address(es) designated in Article V. Such notice will specify the date of such termination, which should not be less than thirty (30) days from the date of receipt of the termination notice. In such event, DEP shall be paid for work performed in connection with the

service, expenses incurred and the non-cancellable commitments made or incurred prior to the date of termination.

ARTICLE VII NO THIRD PARTY BENEFICIARY

Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the parties hereto, their successors and assigns, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing alongside their respective signatures.

New York City Department of Health and Mental Hygiene

By: Judi Rich Sohren

Dated: 05-10-2021

Title: Chief Contracting Officer

New York City Department of Environmental Protection

By: Joseph P. Murin

Dated: 05/21/2021

Title: Chief Financial Officer