

AGREEMENT BETWEEN
THE NEW YORK CITY EMERGENCY MANAGEMENT DEPARTMENT
And
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

THIS AGREEMENT ("Agreement"), effective as of Aug 11, 2016, between the New York City Emergency Management Department ("NYC EM"), having its principal office located at 165 Cadman Plaza East, Brooklyn, New York 11201, and the New York City Human Resources Administration ("HRA" or "Agency"), having its principal office located at 4 World Trade Center, 150 Greenwich Street, 38th floor, NY, New York 10007, herein collectively known as the "Parties."

WITNESSETH:

WHEREAS, the City has identified a need for additional mass feeding support for citywide food access during large-scale disasters or other emergencies; and

WHEREAS, the City, acting through HRA, entered into a contract with Whitson's Food Service Corp. ("Whitson") to provide mass feeding services for sheltering and emergency food distribution operations in the City to individuals affected by large-scale disasters or other emergencies; and

WHEREAS, if mass feeding services are needed, the contract is to be activated jointly by NYC EM and HRA; and

WHEREAS, this Agreement is intended to provide guidance to contract managers at HRA and NYC EM on activation, management, and deactivation of the feeding contract;

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

I. TERM OF THE AGREEMENT

- a. The term of this Agreement shall run from the date of execution and terminate on October 31, 2017.
- b. NYC EMD and HRA each have the right to terminate this Agreement upon thirty (30) days written notice during the term of this Agreement.

II. RESPONSIBILITIES OF THE PARTIES

- a. NYC EMD and HRA will act in accordance with the *On-Call Emergency Mass Feeding Services Contract Activation Protocol*, annexed hereto and referred to herein as **Attachment "A"**.
- b. HRA must immediately notify NYC EM if there are any changes in the contract between Whitson's and HRA that would affect this Agreement and/or the understanding between HRA and NYC EM regarding mass feeding.

- c. HRA acknowledges that Whitson's is aware of the relationship between HRA and NYC EM concerning the implementation of this Agreement and its deliverables.

III. 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.

IV. 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 EMD: JOSEPH WHITNEY
Distribution Program Manager
165 Cadman Plaza East
Brooklyn, New York 11201
jwhitnev@oem.nyc.gov
(718) 422-4815

HRA: AMANDA HAYDE
4 World Trade Center
150 Greenwich Street, 38th floor
New York, NY 10007
haydea@hrn.nyc.gov
(929) 221-7334

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:

7/26/16
Date


JONATHAN JENKINS
New York City Emergency Management Department
Assistant Commissioner for Logistics
165 Cadman Plaza East
Brooklyn, New York 11201

8/11/16
Date


~~AMANDA HAYDE~~ VINCENT P. LILLO, Agency Chief Contracting Officer
New York City Human Resources Administration
4 World Trade Center
150 Greenwich Street, 38th floor
New York, NY 10007

ACKNOWLEDGEMENT TO AGREEMENT

Acknowledgment by NYC EMD

STATE OF NEW YORK)

ss.:

COUNTY OF KINGS)

On the 26 day of July in the year 2016 before me, the undersigned, a Notary Public or Commissioner of Deeds in and for said State, personally appeared Jonathan Jenkins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

ROBERT PARKER WILSON
NOTARY PUBLIC, State of New York
No. 02W16305723
Qualified in Richmond County
Commission Expires June 9, 2018

Robert P. Wilson
Notary Public or Commissioner of Deeds

Acknowledgment by HRA

STATE OF NEW YORK)

ss.:

COUNTY OF)

On the 11 day of August in the year 2016 before me, the undersigned, a Notary Public or Commissioner of Deeds in and for said State, personally appeared Vincent Pullo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Sharon James-Leonce
Notary Public or Commissioner of Deeds

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2018

Attachment A

On-Call Emergency Mass Feeding Services Contract Activation Protocol

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I. Executive Summary

As part of the City's continued assessment of citywide food access, after-action work from Hurricane Sandy, a mandate by City Council, and the continued development of citywide emergency management planning, additional mass feeding support needs were identified. As such, the City of New York, acting through the NYC Human Resource Administration (HRA), entered into the On-Call Emergency Mass Feeding Services contract, "Contract," with Whitson's Food Service Corp., "Contractor." The Contract stipulates that the Contractor is to provide mass feeding services for sheltering and emergency food distribution operations in the City to individuals affected by large-scale disasters or other emergencies. The services include hot and cold meal delivery, field staff and site equipment such as, tables and tents to support distribution operations, and any necessary clean-up.

If services are needed for emergency situations, this Contract will be executed jointly by HRA and the NYC Emergency Management Department (NYCEM). This document is intended to provide guidance to the contract managers at HRA and NYCEM on issuing a Notice to Proceed and on methods to track, record, and deactivate the On-Call Emergency Mass Feeding Services contract.

II. Activation of Contract

The recommendation to activate the Contract is subject to the opening of General Population Shelters, Special Medical Needs Shelters or the recommendation of the Food Access Lead Team (FALT). If activated by the FALT, the Contract should only be executed if the post-disaster assessment concludes that the FALT's feeding capacity is deemed to be insufficient to meet the citywide feeding demand after the incident.

The final determination to activate the Contract will be made by the Commissioners of HRA and NYCEM, or their direct designee (i.e. Emergency Operations Center [EOC]/Logistics Center [LC] leadership). If the

request is made for the Contractor to support multiple feeding operations, the EOC will prioritize the order in which each operation is serviced.

To ensure that the Contractor receives the required notifications at the necessary times, the following timelines need to be adhered to. After the Contractor receives the written activation notice, they have 24 hours to mobilize and 24 hours for deliveries to begin. This gives a total of 48 hours for meals to be delivered. To avoid unnecessary delays in feeding operations this timeline needs to be considered and the activation notice should be sent accordingly.

If the determination to activate the contract is made in response to a coastal storm and the determination is made prior to landfall of the coastal storm, the following activation steps should be taken:

Table 1

Coastal Storm Timeline	Responsibilities for Activation of Contract	NYCEM	HRA
-120 Hours Before Landfall	<input type="checkbox"/> NYCEM and HRA Contract Managers convene a conference call to confirm the need to activate the Contract	X	X
	<input type="checkbox"/> HRA Contract Manager sends an email to the Contractor to alert them in writing of a potential Contract activation.		X
	<input type="checkbox"/> HRA convenes a conference call between HRA, NYCEM and the Contractor		X
	<input type="checkbox"/> Conference call participants establish primary points of contact for the Contractor, NYCEM and HRA for the incident		
-96 Hours Before Landfall	<input type="checkbox"/> NYCEM Human Services and NYCEM Logistics (or other appropriate EOC Leadership) provide HRA and the Contractor with an initial assessment of the situation	X	
	<input type="checkbox"/> HRA and NYCEM Contract Managers, EOC staff, and the Contractor discuss the projected feeding demand and supply capacity	X	X
	<input type="checkbox"/> Contract Managers issue a Notice to Proceed to the Contractor, refer to Appendix A, Notice to Proceed Template, for explanation of what is to be included	X	X
	<input type="checkbox"/> Contract Managers and Contractor set up a schedule for daily check-in calls to discuss the specifics of the next operational period	X	X
	<input type="checkbox"/> Contract Managers and Contractor assign and activate pre-determined tracking and invoicing procedures	X	X

If the determination to activate the contract is not made prior to landfall of a coastal storm or the contract is activated in response to a no-notice event, the above steps are still required but the timeline will be dictated by the Contractor's response time of 48 hours outlined in the Contract.

III. Contract Management

The On-Call Emergency Mass Feeding Services Contract is held by the HRA. However, if activated, HRA and NYCEM will each provide a Contract Manager to oversee, coordinate and document the services provided by the Contractor.

Table 2

Responsibilities for Contract Management During an Activation	NYCEM	HRA
<input type="checkbox"/> The Contractor receives all pertinent information required for optimal service provision, such as daily updates on scale, location and type of required meals	X	X
<input type="checkbox"/> The Contractor provides all requested information and documentation to NYCEM and HRA, such as schedules of numbers of meals delivered	X	X
<input type="checkbox"/> The NYCEM Contract Manager will track and document the Contractor services at the feeding sites to provide validation of services to HRA	X	
<input type="checkbox"/> The HRA Contract Manager ensures appropriate compliances with all requirements for post-incident evaluations, audits, invoicing and provides payments for services to the Contractor		X

IV. Demobilization

The EOC Leadership, the Human Services and Logistics ESF Coordinators will monitor for indicators that the service provision by the Contractor should be deactivated. When it has been determined that shelter operations are being demobilized and the emergency feeding capacities of the FALT are sufficient without the feeding services of the Contractor, a recommendation for the closure date of the Contract will be provided to the Executive Management at HRA and NYCEM. The Executive Management at HRA and NYCEM will determine the final contract closure date. Once the decision to deactivate the Contract has been made, the Contract Managers will hold a conference call with the Contractor to discuss the following:

Table 3

Demobilization Conference Call Checklist	NYCEM	HRA
<input type="checkbox"/> Inform the contractor about the closure date of the contract	X	X
<input type="checkbox"/> Coordinate with the Contractor the logistics for the demobilization of the feeding sites (e.g., site clean ups, return of equipment, etc.)	X	X
<input type="checkbox"/> Setting up a final contract closure call prior to the last delivery date to assure that demobilization indicators are still met	X	
<input type="checkbox"/> Assure that all required documentation has been collected for invoicing prior to site demobilization	X	X

V. Payment and Invoicing

The management of the administrative responsibilities of the Contract falls under the purview of the HRA. The administrative responsibilities include the assurance that the Contractor and the HRA follow the payment and invoicing procedures stipulated in the Contract.

Table 4

Invoicing Procedures
<input type="checkbox"/> The format and content of all invoices submitted by the Contractor will be reviewed by the HRA
<input type="checkbox"/> Each invoice must indicate the address of the service sites and the number of persons served at each site, including the number of "special meals" served
<input type="checkbox"/> At each meal delivery, the Contractor will submit a Bill of Lading, specifying the date, time, location and number of meals of each type
<input type="checkbox"/> The Bill of Lading shall be signed by the appropriate City designee
<input type="checkbox"/> The Contractor will submit monthly invoices with all Bills of Lading that were signed by the City

Table 5

Payment Procedures
<input type="checkbox"/> Payment is contingent upon HRA's approval and certification of invoices
<input type="checkbox"/> Payment will be based on a price per meal provided and on approved bills of lading
<input type="checkbox"/> Prices per person for breakfast, lunch and dinner may not exceed agreed upon pricing
<input type="checkbox"/> Diabetic Meals will be provided at the same prices as standard meals
<input type="checkbox"/> The contractor will provide special meals for the agreed upon pricing as described in the Contract

VI. Contract Overview

A. Service Description

1. The Contractor will prepare, deliver, and distribute up to three (3) meals, including at least one (1) hot meal, per day to each person at the assigned operational sites. The hot meal shall be available for pick up at the service site at lunch time.
2. The Contractor will be expected to provide meals for as long as the need exists at the service sites, although the number of meals required and the locations may change, requiring the Contractor to scale up or down.
3. The Contractor will provide a minimum of six (6) staff for each CDP site to support unloading the meals, positioning the meals on the site for distribution, and to ensure that distribution staff have an adequate supply of meals within reach to hand out to the public.
4. The Contractor will demobilize and assist in the clean-up of their own materials (e.g., pallets, bins, packaging, tables, tents, etc.). The staff is to provide support at each CDP site for 8 hours or until meals from the contractor are exhausted. For general population shelters and SMNS, the Contractor will provide adequate staff to support off-loading, management of food pallets or containers, and clean up.

5. The Contractor provides management supervision at all times, and maintains constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.

B. Meal Specifications:

1. All meals shall be either freshly prepared or frozen and reheated. The Contractor shall not distribute long-shelf-life meals or Meals-Ready-to-Eat.
2. Upon request, 15% of total meals can be diabetic and "special meals".
 - o Diabetic Meals : The Contractor will be capable of providing meals for people with diabetes that emphasize protein and vegetables with smaller amounts of high fiber, starchy carbohydrates and fruit (including whole grains and beans, and fresh fruit or canned fruit without added sugar) upon request.
 - o Special Meals: The Contractor will be capable of providing kosher, halal, vegetarian and allergen-free options upon request. During the daily planning and ordering process at the command center The Contractor's representative will be notified of the number of special meal requests for the following day.

C. Service Sites:

The Contractor will provide mass feeding services at three types of locations, described below:

1. **Commodity Distribution Points (CDPs):**

A CDP is a location where temporarily unavailable life-sustaining commodities (e.g., food and water) are distributed to the public. CDPs may be located in parks, parking lots, or other large open spaces most likely on City property and will be accessible to members of the public arriving on foot or in vehicles. CDPs are managed by City-trained staff under the supervision of a CDP Site Manager. The Contractor will be responsible for providing tables, tents, and any other items they deem necessary for food distribution and will follow the directions of the CDP Site Manager on set-up and other logistics. The Contractor will be expected to begin feeding services at CDPs approximately 48 hours after a large-scale disaster and to continue as long as the need exists. It is expected that there will be up to fifty-nine (59) total CDPs, one in each of the City's community districts. Each CDP has a maximum estimated capacity of 20,000 people.
2. **General Population Shelters:**

General Population Shelter is a shelter that houses members of the population displaced due to a large-scale disaster. The City anticipates opening General Population Shelters in all boroughs affected by an emergency incident. The combined maximum capacity of the General Population Shelters to be served by the Contractor is estimated at 6,000 people, though individual sites may vary in size and based on event. General Population Shelters may be opened up to 48 hours prior to a large-scale disaster and may remain open for up to 30 days post-disaster.
3. **Special Medical Needs Shelters (SMNS):**

An SMNS is a temporary emergency facility capable of providing care to residents whose medical condition exceeds the capabilities of a General Population Shelter, but is not severe enough to require hospitalization or nursing home care. The City anticipates that SMNS sites may be opened in each borough, with some boroughs having more than one, for total of eight (8) SMNS across the

entire city. The combined maximum capacity of the SMNS to be served by the Contractor is estimated at 8,000 people, though individual sites may vary in size. SMNS may be opened up to 48 hours prior to a large-scale disaster and may remain open for up to 30 days post-disaster.

D. Mobilization Time:

1. At the time of the event, the Contractor will activate services on 48 hours' notice (24 hours for mobilization and an additional 24 hours for deliveries to begin) from the City specifying the sites to be served and the number of people or meals to be served at each site.

E. Service Availability:

1. The Contractor will be capable of providing the required food service 24 hours per day, seven days per week (including all weekends and holidays) as directed by the City. The City reserves the right to adjust or change emergency feeding locations. All sites will be located in the five (5) boroughs of New York City.
2. The Contractor will be capable of operating within a post-disaster setting and should have a contingency plan to be activated if its capacity is impacted by a disaster event.

Appendix A

Notice to Proceed Template

Date: MM/DD/YYYY

Submit the Notice to Proceed via email or fax to the following:

Whitson's Culinary Group
1800 Motot Pkwy, Islandia, NY 11749
631-750-1423

Subject: Notice to Proceed for On-Call Emergency Feeding Services

Dear Whitson's Program Manager,

You are hereby notified to proceed with the On-Call Emergency Feeding Services in accordance with the terms of the HRA contract.

I. Directive

1. NYCEM and HRA hereby provides Whitson's with this Notice to Proceed, after which Whitson's will commence preparation, transport, and delivery of food services.
2. Whitson's will accomplish delivery of food services within 48 hours (24 hours for mobilization and 24 hours for deliveries) of receiving this Notice to Proceed to the service sites specified herein for the number of people requested for each site.

II. Authorization and Reference

1. HRA point of contact:
 - a. Name: XXX
 - b. Phone: XXX
 - c. Email: XXX
2. NYCEM point of contact:
 - a. Name: XXX
 - b. Phone: XXX
 - c. Email: XXX
3. Whitson's point of contact:
 - a. Name: XXX
 - b. Phone: XXX

- c. Email: XXX
- 4. Authorized Approver: XXX, HRA
- 5. Authorized Approver: XXX, NYCEM
- 6. Authorized Receiver: XXX, Whitson's
- 7. E-Team #: XXX
- 8. Attachments:
 - a. YES
 - b. NO

III. Delivery Details

- 1. Boroughs Mobilized:
 - a. Manhattan – MN
 - b. Brooklyn – BK
 - c. Bronx – BX
 - d. Queens – QN
 - e. Staten Island - SI
- 2. Number of service sites: XXX
- 3. Service site information (include map identifying delivery location)
 - a. Site name: XXX
 - b. Site Address: XXX
 - c. Location of exact delivery point (e.g., loading dock, access point, main entrance):
XXX
 - d. Date feeding services requested to be delivered: XXX
 - e. Description of feeding site(s): Commodity Distribution Point, General Population Shelter or Special Medical Needs Shelter: XXX
 - f. Initial quantity of meals required: XXX
 - g. Quantity and type of required diabetic and/or special meals: XXX
 - h. Expected duration of feeding operations: XXX

- i. Site point of contact: XXX
 - j. For each site, provide a map showing the exact location of the delivery point (e.g., loading dock, access point, main entrance)
4. See table below for requesting meals for multiple feeding sites.

Please review and return receipt of this letter.

Sincerely,
(Insert Name)

Site Number	Site Name	Site Address	Date/Time of requested meal delivery	Initial Quantity of meals	Initial quantity and type of diabetic and/or special meals	Expected duration of feeding operations	Point of contact	Description of site(s): Commodity Distribution Point, General Population Shelter or Special Medical Needs Shelter
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

For each site, provide a map showing the exact location of the delivery point (e.g., loading dock, access point, main entrance)