

SERVICE AGREEMENT

between

BATTERY PARK CITY AUTHORITY

and

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

Dated as of October 24, 2013

Contract No.12-2098

for

Parks Enforcement Patrol Services

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SERVICE AGREEMENT

SERVICE AGREEMENT (the "Agreement"), dated as of October 24, 2013 and retroactively effective as of February 1, 2013, between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY ("BPCA"), a body corporate and politic, constituting a public benefit corporation, having a place of business at One World Financial Center, 24th Floor, New York, New York 10281 and, THE CITY OF NEW YORK, a municipal corporation formed pursuant to the laws of the State of New York, acting by and through the COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION, having its headquarters at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065 ("Consultant").

WITNESSETH

WHEREAS, BPCA has fee title to certain real property located in the City, County and State of New York, generally known as Battery Park City ("Battery Park City"); and

WHEREAS, BPCA intends to cause (and has already caused) the staged development of Battery Park City, in individual parcels, with the goal of creating a richly diversified mixed use community which will provide residential and commercial space, with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, BPCA is interested in enhancing, maintaining and protecting the public in and around the facilities within Battery Park City's parks, public esplanades and marinas; and

WHEREAS, Parks Enforcement Patrol ("PEP") is a unit responsible for providing security services, law enforcement and enforcement of all applicable laws, rules and regulations in and around the parks under the jurisdiction of the City;

WHEREAS, BPCA intends to retain the services of Consultant, through its on-going Parks Enforcement Patrol, to provide security services, law enforcement and enforcement of all applicable laws, rules and regulations in and around the parks of Battery Park City (the "Work");

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. SCOPE OF WORK

Consultant shall perform and complete the work described in Exhibit A (the "Scope of Work"), attached hereto and made a part hereof. All services to be performed and completed by Consultant, as required in the Scope of Work, are hereinafter collectively referred to as the "Work." BPCA must seek prior written approval from Consultant before increasing or reducing the scope of the Work. Such request to Consultant will specify the nature and extent of such changes. In the event any changes as contemplated herein results in additional expenditure of time by Consultant, BPCA will pay Consultant an additional fee computed upon terms to be agreed upon prior to the commencement of the additional Work.

2. TIME FOR PERFORMANCE

The Work commenced as of February 1, 2013 and shall terminate not later than January 31, 2014 unless BPCA exercises in writing, its agreed upon option to renew this Agreement for up to two (2) one (1) year periods.

3. COMPENSATION

The compensation for Work actually performed under this Agreement shall not exceed TWO MILLION FOUR HUNDRED AND SIXTY-EIGHT THOUSAND AND EIGHT HUNDRED AND FIVE DOLLARS (\$2,468,804) per contract year payable as follows:

(a) BPCA shall compensate Consultant for the Work at a rate of SIX HUNDRED SEVENTEEN THOUSAND AND TWO HUNDRED AND ONE DOLLARS (\$617,201) every three months ("quarterly"), calculated in accordance with the compensation rate schedule attached hereto and made a part hereof as Exhibit B (the "Rate Schedule").

(b) Each quarterly payment shall include a portion of the annual uniform allowance.

(c) The Rate Schedule and fringe rate adjustments, and consequently the quarterly rate in 3(a) above, shall be adjusted in accordance with any applicable collective bargaining agreement.

(d) Consultant will provide invoices at the end of every quarter.

(e) BPCA shall pay Consultant as much of the amount requested as may be approved by BPCA no later than the 30th calendar day (excluding holidays) following BPCA's receipt of a Proper Invoice (pursuant to, and as such term is defined in BPCA's Prompt Payment Policy, a copy of which is attached hereto as Exhibit C).

(f) All requests for payment should be addressed as follows:

Office of the Treasurer
Battery Park City Authority
d/b/a Hugh L. Carey Battery Park City Authority
One World Financial Center, 24th Fl.
New York, NY 10281-1097
Attn: Accounts Payable

4. OUTSIDE LAW ENFORCEMENT

From time to time, as appropriate and in connection with the Work, Consultant shall reasonably cooperate with outside security firms, and local, state, federal and foreign law enforcement personnel, as specific situations may necessitate to ensure security, and maintain, enhance and protect the public in and around the park areas within Battery Park City.

5. TERMINATION

(a) Consultant acknowledges that BPCA may cancel or terminate this Agreement at any time, for no reason, without incurring any penalty or damages on account of such cancellation or termination

upon thirty (30) days written notice, in which event, except as otherwise provided herein and unless Consultant cures the applicable breach or default within the thirty (30) days after receiving such notice from BPCA of cancellation or termination, all of BPCA's liability hereunder shall cease and terminate as of the date specified in such notice.

(b) BPCA acknowledges that Consultant may cancel or terminate this Agreement at any time, for no reason, without incurring any penalty or damages on account of such cancellation or termination upon ninety (90) days written notice.

(c) In the event of such termination mentioned in Section 5(a) or (b) above, Consultant will submit a final and complete invoice to BPCA within forty-five (45) days from said termination in the full amount of the compensation due and owing to it and which has not theretofore been paid, provided, however, that BPCA shall deduct from any such amount all additional costs and expenses which BPCA may incur over those which BPCA would have incurred in connection with the Work if BPCA had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to BPCA by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by BPCA by reasons of Consultant's default hereunder and which BPCA would not have otherwise incurred if Consultant had not defaulted hereunder.

(d) Upon any termination of this Agreement in accordance with the provisions of this Section 5, Consultant shall, with respect to the Work:

(i) discontinue all its services from and after the date of the notice of termination, except as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) transfer to BPCA in the manner, to the extent, and at the time directed by BPCA, all supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iii) take such other action as BPCA may reasonably direct.

6. ASSIGNMENT

Consultant shall have no right to assign, transfer, convey, pledge or otherwise dispose of Consultant's interest in this Agreement without the prior express written consent of BPCA.

7. INSURANCE

Consultant represents and BPCA acknowledges that the City of New York is a self-insured municipality and that such self insurance includes the activities of Consultant pursuant to the terms of this Agreement.

8. AUTHORITY OF BPCA

Under no circumstances will BPCA have any authority or control over Consultant's personnel, including Officers, the work functions or activities of such personnel or the day-to-day or administrative matters relating to such personnel. Specifically, BPCA will have no authority or control over, nor involvement with, including, but not limited to, the recruitment, selection, hire,

deployment, redeployment, transfer, relocation, assignment, reassignment, review, promotion or termination of Consultant's personnel

9. ENTIRE AGREEMENT

This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding between BPCA and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous, oral or written, express or implied representations, understandings, inducements, conditions and agreements of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage inconsistent with any of the terms hereof.

10. CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant shall provide the services to BPCA as an independent contractor and the relationship between BPCA and the Consultant created by this Agreement shall be that of an independent contractor and shall not be considered in any way an employment relationship. Consultant is not a servant, agent or employee of BPCA and shall have no power or authority to bind BPCA or to assume or create any obligations or responsibility, express or implied, on BPCA's behalf or in its name, nor shall Consultant represent to any person that it is not a servant, agent or employee of BPCA and has such power or authority except as expressly provided in this Agreement or as may be expressly agreed to in writing by BPCA.

11. MAINTENANCE, AUDIT AND EXAMINATION OF ACCOUNTS

Consultant shall, until the earlier of six (6) years after completion of the performance of the Work or six (6) years after the expiration or other termination of this Agreement, maintain complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to BPCA or its authorized representatives for review and audit at all such reasonable times as BPCA from time to time may request. In the event that Consultant shall fail to comply with the provisions of this Section 11, and as a result thereof shall be unable to provide reasonable evidence of such compliance, BPCA shall not be required to pay any portion of the quarterly payment then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, BPCA may require Consultant to refund any such payment made. Any excessive audit costs incurred by BPCA due to Consultant's failure to maintain adequate records shall be borne by Consultant.

12. ACCEPTANCE OF FINAL PAYMENT; RELEASE AND DISCHARGE

Subject to the provisions of Section 13, the acceptance by Consultant of the final payment under this Agreement, or any final payment due or paid on earlier termination of this Agreement under Section 5 hereof, shall constitute a full and complete waiver and release of BPCA from any and all claims, demands and causes of action whatsoever which Consultant, and/or its successors and assigns have, or may have, against BPCA under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon BPCA not later than the making of the final payment. It is expressly understood and agreed that BPCA's or Consultant's termination of this Agreement shall not give rise to any claim against BPCA for damages, compensation or otherwise as a result of such termination, and that under such circumstances BPCA's responsibility to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 5

hereof.

13. COVENANTS

Consultant covenants and agrees that:

(a) Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(b) The personnel assigned by Consultant in the performance of its obligations hereunder shall be qualified in all respects for such assignment, employment and use;

(c) Consultant, in the performance of its obligations hereunder, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(d) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(e) Should any claim be made or any action be brought against BPCA which is in any way related to the Work, Consultant shall reasonably render to BPCA any and all assistance which may be required by BPCA as a result thereof, to the extent that it does not compromise Consultant's position; and

(f) Except in cases of emergency, solely as it relates to this Agreement, Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by BPCA.

14. INDEMNITY

Each party to this Agreement acknowledges it is responsible for the acts, errors or omissions of its employees, agents and contractors in connection with, or arising out of, the Work performed under this Agreement, and each party is responsible for its own liability, whether alleged to be negligence, recklessness or intentional conduct, for claims for loss, damage, or injury (including death) to persons or property of whatever kind or nature. The provisions of this Section 14 shall survive the termination of the Agreement as well as the acceptance by Parks of a final payment described in Section 12.

15. CONFIDENTIALITY

(a) Consultant hereby agrees that data, information, documents, recommendations, reports and other materials developed or obtained or used in the course of the Work are strictly confidential between Consultant and BPCA and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations, documents or reports in whole or in part to any third party without first obtaining written approval from BPCA. The obligations pursuant to this Section 15 shall survive the termination of this Agreement.

(b) Notwithstanding the above limitation, Consultant may disclose documents, data,

recommendations, reports and other material developed or obtained or used in the course of the Work that are subject to the Freedom of Information Law, Public Officers Law §84 et seq., or as otherwise required by law or a court of competent jurisdiction.

16. MODIFICATION

No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties.

17. WAIVER

Except as otherwise provided in Section 13 hereof, any party hereto may waive any of its rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of any provisions of or default under this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default, whether or not similar.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or in any circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is found to be invalid or unenforceable, shall in no way be affected thereby, and each term and provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

19. NEW YORK LAW/FORUM SELECTION/JURISDICTION

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant and its successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant's address hereinabove set forth and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

20. PROVISIONS REQUIRED BY LAW

All provisions required by law to be included in this Agreement shall be deemed to be included herein with the same effect as if set forth in full herein.

21. NOTICES

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto, each such notice, demand, request,

consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served as follows:

- (a) If to BPCA, by hand with proof of delivery, by delivery by an overnight courier service which obtains receipts, or by mailing the same to BPCA by express or certified mail, postage prepaid, return receipt requested, addressed to:

Battery Park City Authority
One World Financial Center (24th floor)
New York, NY 10281
Attention: Senior Vice President, Real Property Development and
Management

with a copy to:

Battery Park City Authority
One World Financial Center (24th floor)
New York, NY 10281
Attention: General Counsel

or to such other addresses and attorneys as BPCA may from time to time designate in the manner set forth above.

- (b) If to Consultant, by hand with proof of delivery, by delivery by an overnight courier service which obtains receipts, or by mailing the same to Consultant by express or certified mail, postage prepaid, return receipt requested, addressed to:

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065
Attention: General Counsel

with a copy to:

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065
Attention: Assistant Commissioner for Budget and Fiscal
Management

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065
Attention: Assistant Commissioner for Urban Park Services

or to such other addresses and attorneys as Consultant may from time to time designate in the manner set forth above.

22. NO USE OF SUB-CONSULTANTS

Consultant shall not employ, contract with or use the services of any contractors, assignees, successors or other third parties (collectively, "Sub-Consultants") in connection with the performance of its obligations hereunder unless as agreed upon in writing by BPCA, except Consultant may employ, contract with or use the services of Sub-Consultants for training purposes.

23. EMPLOYMENT AND DIVERSITY

23.1. Definition of Minority Group Member

Minority Group Member shall have the meaning set forth below for the purposes of this Section 23:

A United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- (1) Black persons having origins in any of the Black African racial groups;
- (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- (3) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

23.2. Equal Employment Opportunities for Minority Group Members and Women

During the performance of the Work, Consultant agrees as follows:

- (1) Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status; shall undertake or continue existing programs of diversity to ensure that Minority Group Members and women are afforded equal employment opportunities without discrimination; and shall make and document its good faith effort to achieve prompt and full utilization of Minority Group Members and women at all levels and in all segments of its work force where deficiencies exist.
- (2) At the request of BPCA, Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Consultant's obligations herein.
- (3) Consultant shall state in all solicitations or advertisements for employees that in the performance of the Work, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

23.3 Workforce Participation WAIVED

23.4 Minority Business Enterprise (MBE) Participation and Women's Business Enterprise (WBE) Participation WAIVED

23.5 Miscellaneous

(1) The provisions of this Section shall not be binding upon Consultant in the performance of any other work or the providing of services, or any other activities that are unrelated, separate or distinct from this Agreement as expressed by its terms.

(2) The requirements of this Section shall not apply to any employment outside New York State, or application for employment outside such state, or solicitations, or advertisements therefore, or any existing programs of diversity regarding employment outside New York State and the effect of contract provisions required by this Section shall be so limited.

(3) The parties agree to be bound by provisions of Article 15-A of the Executive Law of the State of New York and by the regulations promulgated pursuant thereunder.

24. INTEREST OF OTHERS

Nothing in this Agreement shall be construed to give any person other than BPCA and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of BPCA and Consultant.

25. EXECUTORY CONTRACT

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to BPCA and no liability on account thereof shall be incurred by BPCA beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant against any member, officer, employee, representative, lessee, consultant or agent of BPCA, Battery Park City Parks Conservancy Corporation ("BPCPC"), or the State of New York. By execution of this Agreement, Consultant agrees to look solely to BPCA with respect to any claim which may arise.

26. TERMINATION FOR FAILURE TO DISCLOSE UNDER NYS FINANCE LAW SECTION 139-K

BPCA reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, BPCA may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement. If a contract is terminated in accordance with State Finance Law §139-k(5), BPCA will include a statement in its procurement record describing the basis for any action taken under the termination provision.

27. IRAN DIVESTMENT ACT

By entering into this Agreement, Consultant certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on this Agreement any subconsultant that is identified on the Prohibited Entities List. Consultant agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Consultant also agrees that any proposed assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Agreement.

During the Term of this Agreement, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Consultant in default.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with Consultant should it appear on the Prohibited Entities List hereafter.

28. FORM OF AGREEMENT NOT AN OFFER

Notwithstanding anything herein to the contrary, the submission of this form of Agreement by BPCA to Consultant shall not constitute an offer, and execution hereof by Consultant shall not be considered acceptance of an offer. A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

30. SECTION HEADINGS

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

31. SUBORDINATION OF TERMS IN THE EXHIBITS

In the event of a conflict of terms, the terms stated in Sections §1-30 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

32. NEW YORK STATE COMPTROLLER APPROVAL

In accordance with Public Authorities Law §2879-a as this contract was determined by the State Comptroller to be subject to the Comptroller's prior approval, this contract shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BATTERY PARK CITY AUTHORITY
(d/b/a. Hugh L. Carey-Battery Park City Authority)
By: RM Sempico
Name: Robert M. Sempico
Title: CFO

NEW YORK CITY DEPARTMENT OF PARKS
AND RECREATION
By: Vernon M. Wilbur
Name:
Title:

STATE OF NEW YORK)

[Consultant]

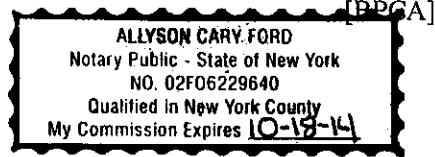
) ss:

COUNTY OF NEW YORK)

On the 24th day of October, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Serpico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Allyson Cary Ford

Notary Public



STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On the 24th day of October, before me, the undersigned, a Notary Public in and for said State, personally appeared Veronica White, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SMQ

Notary Public



EXHIBIT A

SCOPE OF WORK

- i. Consultant shall provide BPCA with a total of forty-five (45) Officers (as hereinafter defined), including but not limited to twenty-eight (28) Urban Park Rangers (“UPR”), four (4) sergeants or Associate Urban Park Rangers (“AUPR”), one (1) captain, five (5) command desk City Seasonal Aides (“CSA”), three (3) year round CSAs and four (4) additional CSAs from April 1 until October 31 to perform the Work. The term “Officers” shall apply to UPRs, AUPRs, CSAs and the captain collectively. The Officers will provide 24 hour coverage.
- ii. Patrol Areas:
“Patrol areas” shall be defined as those areas on BPCA properties where all such Officers shall be exclusively assigned. Officers are not required to patrol building lobbies or enter the water. Patrol areas include, but are not limited to the following sites:
 - Wagner Park
 - West Thames Park
 - Museum of Jewish Heritage’s perimeter
 - The Esplanade, North & South Coves
 - Ring Road
 - Nelson Rockefeller Park
 - Tear Drop Parks (North & South)
- iii. Any changes to shift assignments and hours will be determined by Consultant. All such Officers shall be fully trained by Consultant to patrol Battery Park City by foot. Certain qualified Officers may at Consultant’s sole option, be trained to patrol by bicycle, scooter and other motorized park vehicles. Officers shall routinely patrol all areas of Battery Park City with a primary focus on the Patrol Areas. Such routine Patrol Areas may be reviewed from time to time by Consultant. Such Patrol Areas are not intended to preclude Officers from patrolling other areas of Battery Park City or from responding to emergency calls as may be warranted.
- iv. Consultant shall provide Officers with any safety training or license training required to operate equipment (excluding bicycles, scooters or other motorized vehicles) used within Battery Park City. Consultant shall also provide Officers, including CSA’s, with uniforms per Consultant’s standard policies.
- v. Officers duties shall include:
 - Patrolling the 35 acres of Battery Park City parks for safety.
 - Enforcing parking regulations, in relation, but not limited, to tourist buses, school buses and black cars.
 - Checking for any suspicious activity or suspicious packages.

- Disseminating information to the public regarding local attractions and permit applications.
 - Enforcing “dog free” zones.
 - Ensuring the lawns are properly utilized.
 - Checking for proper use of permits.
 - Writing summonses and making arrests.
 - Arranging for first aid to the public by calling for emergency services when needed.
 - Providing security for events that are held in Battery Park City parks.
 - Ensuring that all of their fellow Officers make diligent efforts to become aware of security concerns in and around the facilities of Battery Park City, including, but not limited to, any coordination that may arise and be subject to the provisions of Section 4 of the Agreement.
 - Enforcing New York City Parks and BPCA Rules and Regulations, and any other procedures which may be mutually agreed upon by Consultant and BPCA, provided that such procedures shall not be inconsistent with local, state and federal laws, PEP policies and procedures or BPCA Rules and Regulations. BPCA will make every reasonable effort to ensure that these rules and regulations are properly posted at each site, and that BPCA and BPCPC employees cooperate fully in the enforcement of these rules and regulations.
 - Enforcement of bicycle restrictions.
 - Assist NYC Department of Homeless Services with management of homeless clients in Battery Park City.
- vi. Consultant shall require the Captain to coordinate all activities of Officers for the purposes of executing their duties under the Agreement.
- vii. Officers and PEP management may, on occasion, be required to attend Town Hall and Community Board 1 meetings for the purpose for providing information regarding PEP activities in Battery Park City. Where possible, BPCA will tender such request in writing to Consultant within forty-eight (48) hours of a request from Community Board 1 that such attendance is required.
- viii. The Officers will be recruited, selected, paid, trained and supervised solely by Consultant according to its standard procedures. Consultant shall be completely

responsible for the work of its Officers. BPCA shall not direct the Officers in the performance of their duties under the Agreement.

- ix. BPCA will provide the Officers with reasonable access to male and female locker rooms, bathrooms, office space, telephones and computers.
- x. Consultant shall designate in writing one individual, within 5 days of execution of this document, who shall be the key person responsible for coordinating all of the services to be rendered by Consultant and who shall be BPCA's point of contact with Consultant on matters relating to such services.
- xi. BPCA will be notified within 10 business days in the event of any changes to Consultant's policies and procedures that relate to the provisions of services under the Agreement.
- xii. Consultant reserves the right to temporarily reassign Officers away from Battery Park City in cases of emergencies. Such determination shall be made at the discretion of PEP senior supervisory staff and notification to BPCA shall be made in writing forty-eight (48) hours in advance whenever possible. In the event Consultant is unable to provide such advance notice, Consultant agrees to notify BPCA in writing within twenty-four (24) hours after any temporary assignment of Officers away from Battery Park City.
- xiii. With the exception of Officers assigned to the PEP basic training, Consultant agrees to back-fill any position open due to yearly leave scheduled for longer than four (4) weeks. Consultant will coordinate all training schedules with BPCA in order not to unduly interfere with BPCA's operations. Consultant further agrees that CSAs will not be seasonally reassigned from the Premises nor used to fill vacancies of year-round Officers for longer than twelve (12) weeks.

EXHIBIT B

OFFICERS RATE SCHEDULE

OFFICERS RATE SCHEDULE

**BATTERY PARK CITY AUTHORITY
STAFFING PROJECTION**

Contract Positions - Total	Title	Rate	Base Salary per Officer	46% Fringe	Total Fringe	Total Salary	Total Base Cost per Officer	10% Night Diff. (1)	150% Hot Prem Cost per Officer	Total Suppl Cost per Officer	Annual Base Cost	Annual Suppl Cost	Total Annual Cost
Contract Positions - Total													
Shifts													
Officer Shifts: 7 hrs													
8:00am - 4:00pm	9	20.75	37,907	17,437	156,933	341,163	55,344	0	2,396	2,396	498,096	21,564	519,660
4:00pm - 12:00am	11	20.75	37,907	17,437	191,807	416,977	55,344	3,249	2,396	5,645	608,784	62,095	670,879
12:00am - 8:00am	8	20.75	37,907	17,437	139,498	303,256	55,344	3,791	2,396	6,187	442,752	49,498	492,248
	28							7,040	7,188		1,549,632	133,155	1,682,787
Sergeant Shifts: 8 hrs													
7:30am - 4:00pm	1	24.20	50,530	23,244	23,244	50,530	73,774	0	3,194	3,194	73,774	3,194	76,968
3:30pm - 12:00am	1	24.20	50,530	23,244	23,244	50,530	73,774	3,790	3,194	6,984	73,774	6,984	80,758
11:30pm - 8:00am	1	24.20	50,530	23,244	23,244	50,530	73,774	5,053	3,194	8,247	73,774	8,247	82,021
7:30am - 12:00am (2)	1	24.20	50,530	23,244	23,244	50,530	73,774	0	3,194	3,194	73,774	3,194	76,968
	4							8,843	12,776		295,096	21,619	316,715
Captain Shift: 7 hrs													
10:00am - 6:00pm	1	37.54	68,579	31,546	31,546	68,579	100,125	0	4,335	4,335	100,125	4,335	104,460
	1							0	4,335		100,125	4,335	104,460
Subtotal	33				566,270	1,231,035		15,883	24,299		1,844,653	159,109	2,103,962
Seasonal CSA-PEPs: 8 hrs (6 months)													
8:30am - 6:00pm	4	14.97	15,829	7,189	28,756	62,516	22,816	0	719	719	91,272	2,876	94,148
Command Desk CSA: 8 hrs													
7:30am - 4:00pm	1	14.97	31,257	14,378	14,378	31,257	45,635	0	1,976	1,976	45,635	1,976	47,611
3:30pm - 12:00am	2	14.97	31,257	14,378	28,756	62,514	45,635	2,344	1,976	4,320	91,270	8,640	99,910
11:30pm - 8:00am	2	14.97	31,257	14,378	28,756	62,514	45,635	3,126	1,976	5,102	91,270	10,204	101,474
Subtotal	5							5,470	5,928	11,398	228,175	20,820	249,055
Y/R CSA-PEPs: 8 hrs													
7:30am - 4:00pm	1	14.97	31,257	14,378	14,378	31,257	45,635	0	1,976	1,976	45,635	1,976	47,611
3:30pm - 12:00am	1	14.97	31,257	14,378	14,378	31,257	45,635	2,344	1,976	4,320	45,635	4,320	49,955
11:30pm - 8:00am	1	14.97	31,257	14,378	14,378	31,257	45,635	3,126	1,976	5,102	45,635	5,102	50,737
Subtotal	3							5,470	5,928	11,398	136,905	11,398	148,303
Subtotal	12				143,780	312,572		10,940	12,575	23,515	456,352	35,094	491,446
Total					710,050	1,543,607		26,823	36,874	23,515	2,401,205	194,203	2,595,408
										Administrative Cost @ 5.25%			136,259
										Grand Total			2,731,667
												10% Discount	273,167
												Uniform Allowance	10,304
												Annual payment	2,465,804
												Ctry. Rate	617,201

(1) Night Shift will cover all hours worked between 6:00 P.M. and 6:00 A.M.

(2) Swing shift, flexible start time.

NB. Projection does not include overtime.

EXHIBIT C

HUGH L. CAREY BATTERY PARK CITY AUTHORITY
PROMPT PAYMENT POLICY

Section 9002.1

Statement of Policy and Purpose. This Prompt Payment Policy is adopted pursuant to Section 2880 of the Public Authorities Law, requiring each public benefit corporation to promulgate rules and regulations detailing its policy with respect to making prompt payment to contractors.

Section 9002.2

Definitions. For the purpose of this Part, the following terms shall have the following meanings unless the context shall clearly indicate otherwise:

- (a) "Authority" shall mean the Hugh L. Carey Battery Park City Authority.
- (b) "Contract" shall mean an enforceable agreement entered into by the Authority and a Consultant, including purchase orders. Bond resolutions and any leases to which the Authority is a party, including any leases between the Authority and any of its tenants or subtenants, as well as any related agreements which are an integral part of such leases or subleases, are not Contracts within the meaning of this Section.
- (c) "Consultant" shall mean any person, partnership, private corporation or association providing or performing any of the following pursuant to a Contract:
 - (i) selling materials, equipment or supplies or leasing property or equipment to the Authority;
 - (ii) constructing, reconstructing, rehabilitating or repairing buildings, streets or other improvements for or on behalf of the Authority; or
 - (iii) rendering or providing services to the Authority.
- (d) "Designated Payment Office" shall mean that department within the Authority to which a proper invoice is to be submitted by a Consultant; unless otherwise, specified, the Designated Payment Office shall be:

Office of the Chief Financial Officer
Hugh L. Carey Battery Park City Authority
One World Financial Center, 24th Floor
New York, New York 10281-1097
Attention: Accounts Payable

- (e) "Prompt Payment" shall mean payment of a debt due and owing by the Authority pursuant to a Contract before interest accrues thereon pursuant to the provisions of this Part.

- (f) "Proper Invoice" shall mean a written request or invoice for contract payment setting forth the description, price and quantity of goods, property or services provided by a Consultant, such request or invoice being both in accordance with the terms of the Contract and in such form, and supported by such other substantiating documentation, as the Authority may reasonably require.
- (g) "Receipt of a Proper Invoice" shall mean either:
 - (i) The date on which a Proper Invoice is received by the Designated Payment Office or
 - (ii) The date on which the Authority receives the purchased goods, property or services covered by the Proper Invoice, whichever is later.
- (h) "Set-off" shall mean the reduction by the Authority of a payment due to a Consultant by an amount equal to the amount of an unpaid legally enforceable debt owed by the Consultant to the Authority.

Section 9002.3

Applicability. This Part shall apply to all Contracts entered into on or after April 29, 1988.

Section 9002.4

- (a) Payment Request Procedure. Consultants owed money by the Authority shall deliver a Proper Invoice to the Designated Payment Office. The Designated Payment Office will log the receipt date of each invoice, and send it to the department unit within the Authority that received the goods, property or services from the Consultant for review and verification of the Consultant's performance in accordance with the Contract. Consultants with Contracts which provide for payment at specific dates or intervals shall also be required to provide a Proper Invoice which certifies that the obligations required under such Contract have been performed prior to such date(s) or during such interval(s) and review and verification of the work of these Consultants will take place upon receipt of such Proper Invoice; payment shall be made in accordance with the terms of such Contracts.
- (b) Prompt Payment Schedule. The schedule of the time in which the Authority will make prompt payment under a Contract is as follows:
 - (i) For invoices received on or after July 1, 1989, payment will be made by the Authority within 30 calendar days, excluding legal holidays, after Receipt of a Proper Invoice.
 - (ii) For Contracts which provide for payment at one or more specific dates or intervals, payment will be made in accordance with the terms of such Contracts, but interest shall only be payable if payment is not made within the time provided as in (i) above.
 - (iii) This schedule will not apply in those instances where payment is being delayed by reason of any of the exceptions listed in Section 9002.4(e) or where the time in which to make payment is being tolled for any of the reasons listed in Section 9002.4(f) herein, in which cases the time for payment shall be there provided.

- (c) Interest Computation. If the Authority fails to make payment in accordance with the prompt payment schedule set forth in Section 9002.4(b) above, the Authority will pay interest to the affected Consultant at the rate equal to that set by the State Tax Commission for corporate taxes pursuant to Section 1096(e) of the Tax Law.
- (d) Funds Available to Pay Interest Penalties. The Authority will pay interest as provided herein with monies available to the Authority for operating and administrative expenses pursuant to its approved budget.
- (e) Extension of Payment Time. Any of the following facts, conditions or situations are determined by the Authority to be exceptions to the prompt payment schedule set forth in Section 9002.4(b) and to justify extensions of the time by which payment must be made (the amount of time of such extension being as established by the Authority's Treasurer consistent with this Part, with notice provided to the Consultant):
 - (i) Statutory or Contract provisions requiring an inspection period or an audit prior to payment;
 - (ii) The absence of a state appropriation which is necessary to authorize payment;
 - (iii) A requirement for federal government examination of a Proper Invoice prior to payment;
 - (iv) Extraordinary delay between the time of the provision of goods, property or services by a Consultant and the receipt of a Proper Invoice by the Authority;
 - (v) Failure by a Consultant to submit documents required by the Contract or reasonably required by the Authority prior to payment;
 - (vi) Where time is taken in the processing of an invoice by the State Department of Taxation and Finance, the State Division of the Budget, the Office of the State Comptroller, or any other entity external to the Authority that is or may be required by statute, regulation or Contract to approve or process Authority payments.
- (f) Defects or Improprieties. The following facts or conditions toll the prompt payment schedule set forth in Section 9002.4(b):
 - (i) A reasonable belief by the Authority in the existence of any defects(s), including any incompleteness or failure of compliance with the terms of the Contract, in or with respect to the goods, property or services delivered;
 - (ii) A reasonable belief by the Authority in the existence of any defect(s) in the invoice; or
 - (iii) A reasonable belief by the Authority in suspected impropriety of any kind. In order to toll the prompt payment schedule without penalty, the Authority has fifteen calendar days after receipt of an invoice to send a Consultant notification of such defects or improprieties. Authority notification shall be by letter to the Consultant, setting forth any such defect or impropriety in reasonable detail, sent to the address indicated for notices under the Contract or, if no such address is provided, sent to the address set forth in the invoice provided that, in the event that the Authority fails to so notify the

Consultant within such fifteen days, the sole effect of such failure to so notify the Consultant shall be that the number of days allowed for payment shall be reduced by the number of days between such fifteenth day and the date of the Authority's transmitting such notifications. In the event that the Authority fails to provide reasonable grounds for its contention that any such defect or impropriety exists, the date by which Contract payment shall be made shall be calculated from the date of receipt of an invoice.

Section 9002.5

- (a) Annual Report. The Authority shall prepare an annual report on the scope and implementation of this prompt payment policy. The report shall include, but not be limited to, the following:
 - (i) A listing of the types or categories of contracts which the Authority entered into during the twelve-month fiscal year covered by the report with an indication whether each such type or category of contract was subject to this prompt payment policy, and if it was not, the reason(s) why not;
 - (ii) The number and amount of interest payments made for contracts, arranged according to each such type or category;
 - (iii) The number of interest chargeable days, and the total number of days taken to process each late contract payment; and
 - (iv) A summary of the principal reasons why such late payments occurred.
- (b) Within ninety (90) days after the completion of each such fiscal year, copies of this annual report shall be filed with the State Comptroller, the State Director of the Budget, the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.
- (c) Copies of its annual report shall be made available to the public upon reasonable request at the Authority's main office.

Section 9002.6

- (a) Amendment. The Authority shall have the power to amend this Part by promulgating amended rules and regulations at any time, and within thirty days of the adoption of any such amendments hereto, the Authority shall file copies with the State Comptroller, the State Director of the Budget, the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.
- (b) Contract Incorporation. The policy statement in effect at the time that a Contract is entered into is hereby incorporated into and made a part of that Contract.
- (c) Public Access. The Authority shall make copies of this policy statement available to the public upon reasonable request at the Authority's main office. The Authority shall also provide a copy of this policy statement to each Consultant at or prior to the time a Contract is entered into.

- (d) **Inapplicability.** This policy is not applicable to payments due and owing by the Authority to any other governmental entity, agency, public benefit corporation or the employees thereof when acting in or incidental to their public employment capacity, to interest on judgments rendered by a court against the Authority pursuant to any other provision of law, or to situations where the Authority exercises a legally authorized Set-off against all or part of a payment due a Consultant.
- (e) **Legal Processes.** The Authority is under no liability to pay interest pursuant to this policy for any period after a Consultant has filed a claim, given notice of an intention to file a claim or commenced legal action seeking any payment of interest; interest during such period shall only be paid as directed by the court in accordance with such other provisions of law as may be applicable.
- (f) **Interpretation.** This Part shall be interpreted consistent with and to fulfill the purposes of Section 2880 of the Public Authority Law.