Duffy, Daniel

From: lbs4@columbia.edu
Sent: Friday, March 02, 2012 11:23 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lynne
Last Name: Sagalyn
Company: academic
Mailing Address 1: Columbia University
Mailing Address 2: 3022 Broadway 816 Uris
City: New York
State: NY
Zip Code: 10027
Email Address: lbs4@columbia.edu
Phone: 212.854.3380
Required copies of the records: Yes

List of specific record(s):
1 1282005 Pre-Negotiation Agreement between the Port Authority and WTC Properties LLC referenced in teh 4262006 Conceptual Framework document 2 2008 Memorandum of Understanding on the Police and Security Services Agreement between the Port Authority and the City of New York 3 2010 Policy and Security Services Agreement between the Port Authority and the City of New York.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

July 17, 2014

Ms. Lynne Sagalyn
Columbia University
3022 Broadway 816 Uris
New York, NY 10027

Re: Freedom of Information Reference No. 13043

Dear Ms. Sagalyn:

This is in response to your March 2, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the 2005 Pre-negotiation Agreement between the Port Authority and WTC Properties LLC referenced in the April 26, 2006 Conceptual Framework Document, the 2008 Memorandum of Understanding on the Police and Security Services Agreement between the Port Authority and the City of New York and the 2010 Policy and the Security Services Agreement between the Port Authority and the City of New York.

Material responsive to your request for the 2005 Pre-negotiation Agreement between the Port Authority and WTC Properties LLC and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13043-WTC.pdf. Paper copies of the available records are available upon request.

The material responsive to the remainder of your request is exempt from disclosure pursuant to exemption (4) of the Code. The publicly available documents related to the material are also available by clicking on the link above.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

PRE-NEGOTIATION AGREEMENT

PRE-NEGOTIATION AGREEMENT (this "Agreement") dated as of December 8, 2005, between The Port Authority of New York and New Jersey (the "Port Authority") and World Trade Center Properties LLC (collectively, "WTC-LLC").

RECITALS

WHEREAS, the parties wish to enter into negotiations with regard to their respective roles, rights and responsibilities in the redevelopment of the World Trade Center (the "Negotiations") under the protection of the terms and conditions set forth in this Agreement; and

WHEREAS, the parties are parties to certain litigation and other claims and wish to enter into settlement discussions in connection therewith as an integral part of the Negotiations;

WHEREAS, the parties wish to facilitate open discussions and exchanges of ideas in the Negotiations and recognize that the framework created by this Agreement will be helpful in that regard;

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. Written or oral statements or communications made by the parties or their representatives in the course of the Negotiations and materials of any kind furnished by any party or its representatives to the other in the course of Negotiations (collectively, "Negotiation Communications") shall not be used in any litigation, claim, action, arbitration, insurance adjustment proceeding or administrative proceeding (unless such Negotiation Communication was or becomes publicly available outside the scope of the Negotiations).

2. The Negotiations shall be without prejudice to any rights the parties might have, and entry into the Negotiations shall not be construed as a waiver by either party of any rights such party might have. The parties expressly reserve their respective rights and remedies under the existing leases and other existing agreements between them.

3. The Negotiation Communications shall be exempt from public disclosure by the Port Authority to the fullest extent permitted by the Port Authority Freedom of Information policy. Subject thereto and to applicable law, the Negotiation Communications and the substance of the Negotiations shall be maintained in confidence by the parties. Each party understands that public disclosure of the substance of the Negotiations could have a detrimental effect on their outcome and will seek to avoid such public disclosure to the greatest extent practicable, subject to applicable law and the Port Authority Freedom of Information policy. Notwithstanding the foregoing, however, the provisions of this paragraph 3 shall not restrict the parties from responding to press inquiries or press stories with respect to the substance of the Negotiations or the Negotiation Communications to the extent required to correct any inaccurate information that the press might have with respect thereto (provided that the party responding to any such press inquiry shall notify the other of the press inquiry and its response).

4. No understanding or agreement that may be reached during the Negotiations shall be binding upon either party until a final written agreement with respect thereto shall have been executed by both parties.

5. Either party may terminate the Negotiations at any time and for any reason. The provisions of this Agreement shall not apply to any negotiations, discussions or communications that occur after the Negotiations shall have been so terminated.

This Agreement may only be amended in writing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns and shall be governed by New York law, without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Pre-Negotiation Agreement as of the date and year first referenced above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name: Kenneth J. Ringler, Jr.
Title: Executive Director

WORLD TRADE CENTER PROPERTIES LLC

By: _____
Name:
Title:

4. No understanding or agreement that may be reached during the Negotiations shall be binding upon either party until a final written agreement with respect thereto shall have been executed by both parties.

5. Either party may terminate the Negotiations at any time and for any reason. The provisions of this Agreement shall not apply to any negotiations, discussions or communications that occur after the Negotiations shall have been so terminated.

This Agreement may only be amended in writing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns and shall be governed by New York law, without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Pre-Negotiation Agreement as of the date and year first referenced above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

WORLD TRADE CENTER PROPERTIES LLC

By: Silverstein WTC Properties LLC, its manager

By: Silverstein WTC LLC, its manager

By: _____
Name: Larry A. Silverstein
Title: President

WORLD TRADE CENTER AREA – POLICE AND SECURITY SERVICES AGREEMENT WITH THE CITY OF NEW YORK

It was recommended that the Board authorize the Executive Director to enter into an agreement with the City of New York that would set forth certain understandings between the Port Authority and the City with respect to police and security services to be provided within an area of New York City with a northern boundary of Murray Street, a southern boundary of Rector Street, a western boundary of the Hudson River and an eastern boundary of the centerline of Broadway (the World Trade Center Area).

The City would form a dedicated police and security unit (the WTC Unit) for the World Trade Center Area on a schedule to be established by the New York City Police Department (NYPD) as part of a security plan for the World Trade Center Area to be developed by NYPD, with the concurrence of the Port Authority (the Security Plan). The Security Plan would also provide for the WTC Unit's management of the security operations control center and oversight of security operations, personnel and technologies, including screening procedures and vehicular access, at the World Trade Center, as well as the interface with the Port Authority with respect to the Port Authority's law enforcement and security activities at the World Trade Center to be implemented through a Port Authority World Trade Center command center. The Port Authority would have primary responsibility for all law enforcement and security activities at the World Trade Center Transportation Hub, would exercise command and control over Port Authority police personnel at the World Trade Center Transportation Hub, would participate in and conduct police and security operations with respect to all office towers, and memorial and cultural facilities at the World Trade Center in accordance with the Security Plan, and would directly or through its tenants be responsible for, and bear the costs of, the installation and maintenance of all security equipment at the World Trade Center.

To provide for seamless law enforcement activities undertaken in the World Trade Center Area, the WTC Unit would have access to all areas, buildings and facilities under the Port Authority's ownership or control at the World Trade Center, including the World Trade Center Transportation Hub, to the same extent as the Port Authority for policing and security purposes on a phased-in basis as the construction of such buildings and facilities is completed or upon such other mutually agreed to timeframe.

In the event the number of NYPD sworn law enforcement personnel assigned to the WTC Unit was reduced and the Port Authority incurred any increased costs for police and/or security services within the World Trade Center Area, the Port Authority would be entitled to offset such increased costs as a credit against payments-in-lieu-of-taxes with respect to the World Trade Center, to the extent that such costs are a direct result of the reduction in the WTC Unit and the Port Authority provides, prior to taking any offset, sufficient detail of such costs to be incurred, for the City's approval.

The Port Authority and the City would establish a World Trade Center Area security advisory committee, consisting of a representative of the City, the Port Authority, the Governor of the State of New York and the Governor of the State of New Jersey, that would meet on a regular basis to review any and all relevant reports and consider law enforcement and security

related matters pertaining to the World Trade Center Area and coordinate interagency cooperation with respect to such matters.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Blakeman, Chasanoff, Coscia, Ferer, Holmes, Pocino, Sartor and Steiner voting in favor; none against:

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into an agreement with the City of New York that would set forth certain understandings between the Port Authority and the City with respect to police and security services to be provided within an area of New York City with a northern boundary of Murray Street, a southern boundary of Rector Street, a western boundary of the Hudson River and an eastern boundary of the centerline of Broadway (the World Trade Center Area), consistent with the foregoing report to the Board; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take any and all action to effectuate the foregoing, including the execution of agreements, contracts and other documents, together with amendments and supplements thereof, or amendments and supplements to existing agreements, contracts and other documents, and to take action in accordance with the terms of such agreements, contracts and other documents, as may be necessary in connection therewith; and it is further

RESOLVED, that the form of all agreements, contracts and other documents, in each case, in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

THE PORT AUTHORITY OF NY & NJ

Press Release Article

PORT AUTHORITY, CITY OF NEW YORK REACH AGREEMENT ON POLICING OF WORLD TRADE CENTER SITE

Date: Jul 24, 2008
Press Release Number: 82-2008

Mayor Michael R. Bloomberg and the Port Authority today announced that the City of New York and the Port Authority of New York and New Jersey have agreed on a plan to jointly police and secure the World Trade Center site.

The agreement marks a milestone in the rebuilding effort, under which the NYPD, working with the Port Authority, will develop and implement a comprehensive security plan for the site and the surrounding area.

To ensure that security operations at the site are seamless, NYPD will have access to all Port Authority facilities within the area, and the NYPD and the Port Authority will develop a plan that addresses both the public streets and transportation facilities, as well as the private office towers and other public facilities at the site, including the World Trade Center Memorial.

"The security of the World Trade Center site is intimately tied to the security of all of Lower Manhattan and New York City," said Mayor Bloomberg. "Today's agreement provides a clear delineation of responsibility so that the City and the Port Authority can work together to ensure seamless security that will keep the World Trade Center site safe and accessible for residents, businesses and the millions of people who will come to visit the World Trade Center Memorial. I'd like to thank Deputy Mayor Edward Skyler, Police Commissioner Ray Kelly, the Port Authority and their staffs for the hard work that went into this agreement, which will accelerate the rebuilding of the entire site."

The City will form a dedicated police and security unit for the World Trade Center Area on a schedule to be established by the NYPD as part of a security plan for the World Trade Center Area to be developed by NYPD, with the concurrence of the Port Authority. The Security Plan will also provide for the WTC Unit's management of the security operations control center and oversight of security operations, personnel and technologies, including screening procedures and vehicular access, at the World Trade Center, as well as the interface with the Port Authority with respect to the Port Authority's law enforcement and security activities at the World Trade Center, to be implemented through a Port Authority World Trade Center Command Center.

The Port Authority will have primary responsibility for all law enforcement and security activities at the World Trade Center Transportation Hub, will exercise command and control over Port Authority police personnel at the World Trade Center Transportation Hub, will participate in and conduct police and security operations with respect to all office

towers, and memorial and cultural facilities at the World Trade Center in accordance with the Security Plan, and will directly or through its tenants be responsible for, and bear the costs of, the installation and maintenance of all security equipment at the World Trade Center.

To foster security coordination between the law enforcement agencies, the Port Authority and the City will form a World Trade Center Area security advisory committee. The committee will meet on a regular basis to review reports and consider law enforcement and security related matters pertaining to the World Trade Center. The committee will include a representative of the City, the Port Authority, the Governor of New York and the Governor of New Jersey.

"Considering the history of this site and the ongoing threat of terrorism, it only makes sense that the NYPD devote significant resources to protect the World Trade Center," said Police Commissioner Raymond W. Kelly.

"We are committed to working in partnership with the NYPD to ensure the highest safety and security standards for the World Trade Center site," said Port Authority Superintendent of Police/Director of Public Safety Samuel J. Plumeri Jr. "Our police agencies are among the best in the nation, and this cooperative agreement will allow us to properly secure the site for decades to come. We've worked together successfully in the past at the airports, tunnels, bridges and bus terminals, and this will continue that successful partnership."

CONTACT:
Port Authority of New York and New Jersey
Steve Coleman or Candace McAdams, 212 435-7777

Office of Mayor Michael R. Bloomberg
Stu Loeser / Jason Post (212) 788-2958

The Port Authority of New York and New Jersey operates many of the busiest and most important transportation links in the region. They include John F. Kennedy International, Newark Liberty International, LaGuardia, Stewart International and Teterboro airports; AirTrain JFK and AirTrain Newark; the George Washington Bridge and Bus Station; the Lincoln and Holland tunnels; the three bridges between Staten Island and New Jersey; the PATH (Port Authority Trans-Hudson) rapid-transit system; the Port Authority-Downtown Manhattan Heliport; Port Newark; the Elizabeth-Port Authority Marine Terminal; the Howland Hook Marine Terminal on Staten Island; the Brooklyn Piers/Red Hook Container Terminal; and the Port Authority Bus Terminal in midtown Manhattan. The agency also owns the 16-acre World Trade Center site in Lower Manhattan.

The Port Authority is financially self-supporting and receives no tax revenue from either state.