

DAVIS



Hudson River Park Trust

Friday, October 01, 2004

Margarita Lopez
Council Member
2nd Council District
237 First Avenue, Room 405
New York, NY 10003

Margarita Lopez
Council Member
City Hall Office - 2nd Council District
250 Broadway, 15th Floor
New York, NY 10007

RE: Freedom of Information Law Request
HRPT File: FR09901

RECEIVED OCT 08 2004

Subject: Agreement between Hudson River Park Trust and New York Police Department for use of Pier 57 during the RNC

In response to a request made 10/1/2004; pursuant to the New York State Freedom of Information Law, and the items requested on your letter dated 9/27/2004, please be apprized as follows.

Enclosed per your request:

1. Memorandum of Understanding between the Hudson River Park Trust and the New York City Police Department, totaling 3 pages.

If further information is required, please indicate the HRPT FOIL request number when corresponding on this matter. Any additional requests will require either an email or a response in writing mailed to this office.

Regards,


Ayisha Cox
Records Coordinator

By Mail

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Hudson River Park Trust
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HUDSON RIVER PARK TRUST
AND
THE NEW YORK CITY POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into between the Hudson River Park Trust (Trust), with offices at Pier 40, Second Floor, West Houston Street, New York, New York 10014, and the New York City Police Department (NYPD), with headquarters at 1 Police Plaza, New York, New York 10038.

1. The Trust, through this MOU, grants the NYPD the right to exclusively occupy and use the entire first floor of the facility located on Pier 57 (first floor Pier 57), an area consisting of approximately 140,000 square feet, for the period August 2 through September 7, 2004. The first floor Pier 57 shall be used as a secondary arrest processing and temporary holding center for detainees. In addition, the NYPD shall be permitted to use a parking area located within the first floor in connection with detainees.

2. The NYPD acknowledges that it has inspected the first floor Pier 57 and the pier, knows their condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the Trust. The premises are accepted as is.

3. The Trust consents to the NYPD performing repairs, installations, and modifications to the first floor Pier 57 and specified pier locations in order to prepare them for temporary use as a secondary arrest processing center and holding facility.

4. Prior to the commencement of repairs, installations, and modifications by the NYPD, the NYPD shall submit a written scope of work, including proposed temporary structural changes, to the Trust's designated representative, who shall have the authority on behalf of the Trust to approve the scope of work. All repairs, installations, and modifications shall be made in accordance with the approved scope of work. The approved scope of work is incorporated by reference into this MOU and is an enforceable element of this MOU.

5. The repairs, installations, and modifications shall include:

- Razor wire security fencing at specified locations within the first floor of Pier 57;
- Repair of first floor Pier 57 lighting;
- Repair of first floor Pier 57 ventilation fans;
- Installation of an auxiliary electric power generator, if pier conditions permit;
- Painting of specified areas of the first floor Pier 57;
- Installation of telephone lines;
- Installation of portable toilets.

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6. All work shall be performed by the NYPD at no cost to the Trust. In order to prepare the first floor Pier 57 for its temporary use as a secondary arrest processing center, the NYPD shall have unrestricted access to the pier and first floor Pier 57 upon execution of this document by both parties.

7. During its exclusive use and occupancy of the first floor Pier 57, the NYPD shall be responsible for payment of one half of the operating costs of the pier which include metered utility costs and salary for personnel. The Trust shall provide copies of the meter readings and/or utility bills to the NYPD as verification of the costs.

8. While the NYPD has exclusive use and occupancy of the first floor Pier 57, it shall be responsible for trash and garbage removal at its own expense.

9. Prior to vacating the premises, the NYPD shall, at its own expense and without cost or expense to the Trust, restore the first floor Pier 57 to satisfactory condition and shall remove the security fencing from the pier. Where necessary, the NYPD shall repair damage to the pier caused by the security fencing.

1. a. Throughout the term of this MOU, Trust personnel shall have access to Pier 57 and the portion of the facility occupied by the NYPD. Upon presentation of identification to NYPD officers, Trust personnel shall be admitted and escorted around Pier 57 and the facility.

b. The NYPD shall use its best efforts at all times to conduct its activities with minimal or no impact on the public's use of the bikeway and walkway located in front of Pier 57.

11. Nothing in this MOU shall be construed as obligating the NYPD to pay any monetary consideration for use and occupancy of the first floor Pier 57, the parking area, or any other area of the pier, except as specified in paragraph 7.

12. The rights given to the NYPD by the Trust in this MOU are granted upon the express condition that the Trust, its agents, and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the NYPD or other City of New York personnel or property, or to third parties, from any cause whatsoever arising from any activities conducted by the NYPD pursuant to the terms of this MOU. The City of New York hereby agrees to indemnify, defend, save, and hold harmless the Trust, its agents and employees, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, and each of their respective commissioners, officers, agents, employees, successors and assigns from all liabilities, expenses, and costs on account of or by reason of any injuries, deaths, claims, suits or losses however occurring or damages arising out of the same.

13. It is anticipated that on Sunday, August 29, 2004, there will be a mass demonstration of

approximately 250,000 marchers on the west side of Manhattan in the vicinity of Pier 57. Due to the Trust's concerns, the NYPD agrees that on August 29, Pier 57 will not be used as a secondary arrest processing and detention center. However, in the event of a public safety emergency on August 29, it may become necessary for the NYPD, in the interests of public security, to use Pier 57 as an arrest processing and detention center in order to control and stabilize the situation. The NYPD will notify the Trust as quickly as possible of its decision to use Pier 57.

14. This MOU sets forth the entire agreement between the parties and may not be altered or modified except in a writing signed by the parties.

The authorized representatives of the parties have executed this MOU on the dates indicated below.

HUDSON RIVER PARK TRUST

By _____
Signature Date

Title

NEW YORK CITY POLICE DEPARTMENT

by Donald W. Kelly July 28, 2004
Signature Date
Police Commissioner
Title

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

By Steve Stein Cohen JUL 26 2004
Signature Date
Acting Corporation Counsel
Title