FOI# 13335

From: Duffy, Daniel
Sent: Friday, July 13, 2012 9:46 AM
To: Torres Rojas, Genara
Subject: RE: 5 or 17

From: Boburg, Shawn [mailto:Boburg@northjersey.com]
Sent: Wednesday, July 11, 2012 6:02 PM
To: Duffy, Daniel
Subject: 5 or 17

I am requesting copies of the following contract, as identified by their reference numbers on the Port Authority web site, on the contracting activity page:
APLAW12006, a$150,000 contract awarded to an unidentified professional firm in Niskayuna, NY for Expert Professional Services

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

October 4, 2012

Mr. Shawn Boburg
The Record
1 Garret Mountain Plaza
Woodland Park, NJ 07424

Re: Freedom of Information Reference No. 13335

Dear Mr. Boburg:

This is a response to your July 11, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of Contract No. APLAW12006 for Expert Professional Services.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13335-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (1) of the Code.

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
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

Daniel Buchbinder, General Counsel

January 23, 2012

LAW-12-006

David Grandeau, Esq.
David Grandeau and Associates
12 Valleywood Drive
Niskayuna, New York 12309

RE: Code of Ethics and Financial Disclosure
Provision of Expert Professional Services

Dear Mr. Grandeau:

This will confirm the arrangement governing the retention, as of February 1, 2012, of David Grandeau and Associates ("Grandeau") by The Port Authority of New York and New Jersey and its wholly-owned subsidiaries, including, but not limited to, Port Authority Trans-Hudson Corporation (collectively referred to as the "Port Authority"), to assist the Law Department with

a) a benchmarking study of the Code of Ethics and Financial Disclosure (AI 20-1.15, revised April 21, 1996; the "Code") against codes of ethics of comparable public and private sector entities, including recommendations for improvements, if any;

b) a review of the financial disclosure filing process under the Code from the perspective of the definition of those employees who are required to file annually); and

c) a review of the Financial Disclosure Statement form used under the Code, and the process by which such forms are filed, including a proposal on filing paper versus electronic forms, and recommendations on how to implement an electronic filing process.

All materials prepared by Grandeau in connection with these services shall be provided directly to General Counsel of the Port Authority (or his designee), on a confidential basis. This retainer may be terminated by either party upon five business days' written notice to the other party.

The Port Authority will pay to Grandeau for all services provided under this retainer, fees on the basis of $10,000 per month, payable in arrears. The Port Authority will also pay to Grandeau all reasonable and necessary expenses paid or incurred by Grandeau in

connection with the provision of services under this retainer; provided, however, that any proposed single item of expense in excess of $150 shall require the prior written consent of General Counsel (or his designee). Grandeau will bill the Port Authority for such services and expenses monthly, and shall maintain accurate records substantiating all items for which compensation is sought. Such records shall be available for inspection by General Counsel (or his designee) upon reasonable prior notice to Grandeau.

This retainer is made upon the understanding that (i) Grandeau will not accept employment or be otherwise retained by any other party whose interests may be in conflict with those of the Port Authority; (ii) neither any Commissioner nor any officer, agent, representative or employee of the Port Authority shall be held personally liable by the Grandeau under any term or provision of this retainer or because of the execution or attempted execution of this retainer by the Port Authority or because of any breach thereof; and (iii) this retainer shall be governed by and construed in accordance with the laws of the State of New York.

This retainer shall be effective from and after February 1, 2012.

Please confirm the foregoing arrangements by indicating your acceptance on the enclosed counterpart of this letter and returning such counterpart to me.

Very truly yours,

Amy

Darrell Buchbinder
General Counsel

ACCEPTED:

DAVID GRANDEAU AND ASSOCIATES

By: _____
David Grandeau, Esq.

Date: 1/25/12

Tax ID No. (Ex. 1)