

A Freedom of Information request has been submitted.

Request date: 04/05/2016

Requested by: Philip Zablocki

Business: Advocates for Equality and Integrity, Inc.

Address: 48 Chestnut Avenue  
Bogota, NJ, Zip: 07603

Contact: Phone: 646-499-1774  
Email: [Phil.Zablocki@gmail.com](mailto:Phil.Zablocki@gmail.com)

Records seeking: All email correspondence, documents along with all of its appendices, contracts along with all of its appendices, leases along with all of its appendices, meeting minutes along with all of its appendices, licensing agreements along with all of its appendices, license agreements along with all of its appendices, memorandums of understanding along with all of its appendices, funding and all other information pertaining to the Port Authority of New York and New Jersey a.k.a. Port Authority of NY&NJ at the Fort Washington Armory from 1990 to the present and pertaining to your agency and the Armory Foundation a.k.a. the Armory Foundation High School Sports Foundation a.k.a the Armory Foundation HS Sports Foundation a.k.a Armory Sports Foundation a.k.a the Armory Project a.k.a Fort Washington Armory Track Center a.k.a. the Armory Track and Field Center a.k.a. 168th Street Armory from 1990 until the present.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng

, Freedom of Information Administrator

Signature:



Date:

06/03/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

Privacy.

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16821-LPA/>

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

AGREEMENT BETWEEN THE PORT AUTHORITY AND THE ARMORY TRACK &  
FIELD FOUNDATION

THIS AGREEMENT, made as of the 13 day of May, 2010 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States, having its principal office at 225 Park Avenue South, New York, New York 10003, hereinafter referred to as the "Port Authority," and the ARMORY FOUNDATION, a not-for-profit corporation incorporated in the State of New York, having its principal office at 216 Fort Washington Avenue, New York, New York 10032, hereinafter referred to as the "Armory Foundation";

**RECITALS**

**WHEREAS**, The Armory Foundation operates the Armory, located in upper Manhattan just south of the George Washington Bridge ("GWB") and GWB Bus Station, which is the premier indoor track and field center in New York City. The Armory is home to the largest after-school activity center in New York, and offers a variety of community support programs in its world-class facility.

**WHEREAS**, the Armory Foundation is undertaking an initiative to construct an advanced classroom to be called "The Port Authority Bridge to Everywhere Classroom," which will provide a permanent home to Armory Prep, a program which targets students from low performing high schools who often have marginal academic records. The Port Authority Bridge to Everywhere Classroom will be a catalyst for future development of the Armory Prep program, will attract more local community involvement, will allow year long use by students for study and college research, will provide a professional setting for counselors, SAT preparation courses and financial planning, and will be a cost effective model for college guidance citywide; and

**WHEREAS**, the development of permanent classroom facilities at The Armory Track and Field Center will aid the Armory Foundation's efforts in targeting high school students from underperforming New York City schools who, despite minimal college preparation and average grades, aspire to the opportunity to secure a place in an institution of higher learning; and

**WHEREAS**, the Board of Commissioners of the Port Authority, at its meeting of October 22, 2009, adopted a Resolution authorizing the Executive Director of the Port Authority to enter into agreements with appropriate entities as may be necessary to effectuate, consistent with existing legislation and agreements with the holders of the Port Authority's obligations, projects designated by the Governor of the State of New York in the New York portion of the Port District in connection with the allocation of the remaining \$15.8 million of funds from previously authorized commitments for projects and initiatives in New York. A copy of this Resolution is attached hereto as Exhibit A; and

**WHEREAS**, in January 2010, Governor David A. Paterson of New York requested that the Port Authority provide \$100,000 from such authorization, consistent with its policy on Civic

and Community Support Programs, toward the Armory Foundation's initiative to develop classroom space for its Armory College Preparation Program at the Armory; and

**WHEREAS**, the Port Authority has agreed to provide the Armory Foundation with funding, pursuant to the above-mentioned authorization and under the terms of this Agreement, in the amount of \$100,000, toward the Armory Foundation's costs in connection with its initiative to develop the aforementioned classroom space at the Armory Track and Field Center.

**NOW, THEREFORE**, the Port Authority and the Armory Foundation hereby agree as follows:

1. Definition of Project-- The "Project," as used in this Agreement, shall refer to the construction of an advanced 900 square-foot classroom in the Armory, to be known as the "Port Authority Bridge to Everywhere Classroom," for primary use by the Armory College Preparation Program.
2. Payments by the Port Authority-- The Port Authority's sole responsibility under this MOU in connection with the Project shall be to allocate and make available to the Armory Foundation, as subsequently requested in properly drawn invoices, up to \$100,000 toward the Armory Foundation's expenditures in connection with the construction of the Project as detailed above.

Payment of funds by the Port Authority to the Armory Foundation in connection with this Agreement shall take place as follows: Upon receipt by the Port Authority of a certified invoice demonstrating expenditures incurred by the Armory Foundation in connection with the Project, and after verifying the accuracy and appropriateness of the invoice, the Port Authority will reimburse the Armory Foundation for its expenditures in the amount of the invoice within 30 days of the Port Authority's receipt of the invoice. In addition to reimbursement of the certified invoices evidencing payments made by the Armory Foundation to outside suppliers, the Armory Foundation will submit for reimbursement an invoice for the work and services provided in connection with the project, which shall include painting, patching, scrapping, installation of equipment and doors, floor refurbishing, bathroom improvement, general repairs, lighting replacement, and similar work and services that may be required. However, there shall be no reimbursement for any general or administrative costs that may be incurred by the Armory Foundation in connection with the Project.

If the Port Authority questions or disputes a charge or charges on an invoice for which payment was made, and it is determined through the dispute resolution procedures provided for in Section 10 of this Agreement that the Armory Foundation is required to reimburse the Port Authority for the disputed charge(s), the Port Authority will deduct such amount from its future reimbursement to the Armory Foundation, or the Armory Foundation will reimburse the Port Authority within 30 days of the Armory Foundation's receipt of notification of the resolution of the dispute.

3. Reporting Requirements-- At the request of the Port Authority, the Armory Foundation shall provide reports, schedules, etc. with respect to utilization of the funds provided by the Port Authority and any other related information that the Port Authority may reasonably request. The Port Authority may, upon reasonable notice, during regular business hours, examine all records of the Armory Foundation relating to any project or contracts financed pursuant to the terms and conditions of this Agreement.
4. No Port Authority Liability-- The Port Authority shall have no responsibility of any kind for any agreement, contract or project utilizing funds provided under this MOU. Without limiting the generality of the foregoing, the Port Authority shall have no responsibility for the design, effectuation, maintenance, ongoing operation or any other aspect of the Project or any contract entered into in connection with the Project (other than this MOU). Between the Port Authority and the Armory Foundation, the Armory Foundation hereby assumes the following risks, whether or not they arise from acts or omissions of the Armory Foundation: all risks of loss or damage to property or injury to or death of persons, and risks of other damages, to whomsoever occurring, arising out of or in any way connected with or related to the Project, including, without limitation, the design, effectuation, maintenance, operation or any other aspect of the Project. The Port Authority shall have no responsibility for providing any monies for the Project except as provided in this MOU.
5. Indemnification of the Port Authority--The Armory Foundation hereby agrees to assume all risk of loss or damage to property or injury to or death of persons, and the risk of all other claims, arising out of or in any way connected with or related to the Project, and to indemnify and save harmless the Port Authority, its successors, Commissioners, officers, agents, and employees, and each of them, from and against claims, suits, and demands, including the costs of legal defense arising therefrom, for any such injury, death, loss, damage, or other claim, whether said claims, suits or demands are just or unjust, fraudulent or not, and irrespective of whether such risks are beyond the control of the Armory Foundation.

The Armory Foundation, in indemnifying the Port Authority, shall, if so requested by the Port Authority, defend against such claims at no cost and expense to the Port Authority, in which event the Armory Foundation shall not, without obtaining express advance written permission from General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the Port Authority, the immunity of the Port Authority, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

6. By execution, delivery, and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Port Authority and the Armory Foundation, respectively. This Agreement constitutes the legal, valid, and binding obligation of the parties hereto.
7. In consideration of the funding provided by the Port Authority pursuant to this Agreement, the Armory Foundation shall be obligated to keep the "Port Authority Bridge

to Everywhere Classroom” in operation for a minimum period of not less than five years from its date of opening. In the event that the Armory Foundation fails to fulfill this obligation, and the “Port Authority Bridge to Everywhere Classroom” is removed from operation prior to the expiration of this five-year period, the Armory Foundation shall return to the Port Authority the percentage of the \$100,000 provided pursuant to this Agreement that is proportionate to the unexpired portion of the five-year period.

8. No payment, approval, failure to approve or make payment, act, or omission to act on the part of either the Port Authority or the Armory Foundation shall preclude either party from subsequently asserting that any payment, approval, or act on its part was incorrect and requesting an adjustment to remedy same or seeking all remedies allowed by law.
9. (a) No Commissioner, officer, agent, or employee of the Port Authority shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.  
  
(b) No official, agent or employee of the Armory Foundation shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.
10. All disagreements under this Agreement shall be submitted to the Executive Director of the Port Authority and the Chief Executive Officer of the Armory Foundation for their review and decision, which decision shall be binding upon the parties. In the event that the Executive Director of the Port Authority and the Chief Executive Officer of the Armory Foundation shall disagree, then either party may seek all legal or equitable remedies in the Superior Court of New York to the extent permitted by law.
11. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.
12. Any notices or demands given hereunder shall be addressed to:

The Port Authority:                      The Port Authority of New York and New Jersey  
1 Madison Avenue, 7<sup>th</sup> Floor  
New York, NY 10010  
Attn: Cruz C. Russell, Director, Office of Strategic  
Initiatives

The Armory Foundation:                The Armory Foundation  
216 Fort Washington Avenue  
New York, NY 10032  
Attn: Dr. Norbert Sander, Executive Director

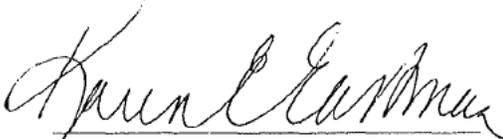
With a copy to:  
Frankfurt Kurnit Klein & Selz  
488 Madison Avenue  
New York, NY 10022  
Attn: Michael P. Frankfurt, Esq.

13. If any provision of this Agreement shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it this Agreement would not have been made by the parties, it shall not be deemed to form a part hereof but the balance of this Agreement shall remain in full force and effect.
14. This Agreement shall not be construed to create any rights on behalf of any party other than the Port Authority and the Armory Foundation. Neither this Agreement nor any rights or duties may be assigned or delegated by either party hereto without the written consent of the other party, and any such purported assignment or delegation shall be null and void and of no force or effect.
15. The entire agreement between the parties is contained herein and no change or modification, termination or discharge of this Agreement shall be effective unless in writing and signed by both parties.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, sealed and attested as of the date, year and month first mentioned above.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

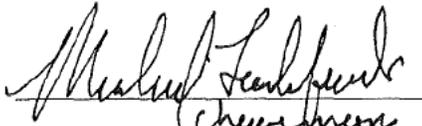
 By:   
Secretary Christopher O. Ward  
Executive Director

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	

DATE: \_\_\_\_\_

ATTEST:

THE ARMORY FOUNDATION

 By:   
Chairman Dr. Norbert Sander  
Executive Director

DATE: 4.22.10

EXHIBIT A

October 22, 2009 Resolution of the Board of Commissioners of the Port Authority

Allocation of Project Development Funds for New York and New Jersey

## ALLOCATION OF PROJECT DEVELOPMENT FUNDS FOR NEW YORK AND NEW JERSEY

It was recommended that the Board authorize the Executive Director and the Deputy Executive Director, each individually, to enter into agreements with appropriate entities necessary to effectuate projects in New York and New Jersey designated, respectively, by the Governor of the State of New York and the Governor of the State of New Jersey, in connection with the allocation of funds from previously authorized commitments for various projects and initiatives in the two States. Under the proposed authorization, \$15.8 million would be made available for projects in the State of New York and \$2.2 million for projects in the State of New Jersey, consistent with existing legislation and agreements with the holders of the Port Authority's obligations.

From time to time, the Board has authorized the provision of funds for various projects and initiatives in the two States. At its meeting of February 24, 2005, the Board authorized the allocation of \$30 million for projects in New Jersey to be designated by the Governor of New Jersey.

With respect to funding commitments to the State of New York, currently there is approximately \$5.8 million remaining from two prior authorizations. At its meeting of December 10, 1992, the Board authorized \$10 million for the development of an Intelligent Transportation System, of which \$5 million remains unspent. An additional \$812,000 remains from an authorization by the Board, at its meeting of March 7, 1987, to fund traffic distribution improvements in Manhattan. Moreover, an existing \$10 million commitment for use by the State of New York is in the approved ten-year capital plan, and would be included within this authorization.

With regard to funding commitments to the State of New Jersey, currently there is \$2.2 million remaining from prior authorizations. At its meeting of September 14, 1989, the Board authorized \$27 million for various marine-related projects in New Jersey, of which \$1.8 million remains unspent. On July 26, 2001, the Board authorized the provision of \$1 million to fund transportation planning studies to address congestion in the surface transportation network in certain portions of Hudson County, of which \$400,000 remains unspent.

Periodically, the Governor of New York and the Governor of New Jersey, respectively, would submit a project or list of projects for which Port Authority funding would be requested through this initiative. Agreements would be entered into with appropriate entities to provide funding for eligible designated projects, up to the limit of the then remaining available funds, and consistent with existing legislation and agreements with the holders of the Port Authority's obligations.

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

**RESOLVED**, that the Executive Director and the Deputy Executive Director, each individually, be and they hereby are authorized, for and on behalf of the Port Authority, to enter into such agreements with appropriate entities as are

necessary to effectuate, consistent with existing legislation and agreements with the holders of the Port Authority's obligations: (1) projects in the State of New York designated by the Governor of the State of New York in connection with the allocation of the remaining \$15.8 million of funds from previously authorized commitments for projects and initiatives in New York; and (2) projects in the State of New Jersey designated by the Governor of the State of New Jersey in connection with the allocation of the remaining \$2.2 million of funds for previously authorized commitments for projects and initiatives in the State of New Jersey; and it is further

**RESOLVED**, that the form of all agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

The Port Authority of New York and New Jersey  
Payments by Vendor

( \*\* ) Indicates withholding tax and/or cash discount taken.

Note that Invoice amount column is the gross amount excluding withholding tax or cash discount.

Document	Check	Payment Dt	Invoice Doc	Self Doc	Invoice Amt	PO Number	GLD	PA	Account No	Cost Ctr	Federal Org	WBS Element
Vendor	409675	THE ARMORY HIGH SCHOOL SPORT										
02/02/2001	0772323	02/26/2001	5100264979	5K RUN 2001	2,500.00	4400079324	1000	X	595224	038G01		
02/02/2001	0772323	02/26/2001	5100264979	5K RUN 2001	2,500.00	4400079324	1000	X	595224	550T01		
02/05/2002	0820423	02/07/2002	5200041146	CONTRIBUTION	2,500.00	4400112287	1000	X	595224	038G01		
02/05/2002	0820423	02/07/2002	5200041146	CONTRIBUTION	2,500.00	4400112287	1000	X	595224	161B04		
02/24/2003	0873473	02/26/2003	5200151307	CONTRIBUTION	5,000.00	4400150738	1000	X	595224	038G01		
01/14/2004	0918313	01/16/2004	5200242441	CONTRIBUTION	5,000.00	4400184802	1000	X	595224	038G01		
11/09/2005	1005769	12/15/2005	5200422479	CONTRIBUTION	5,000.00	4400254220	1000	X	595224	038G01		
02/23/2009	1137085	02/25/2009	5200693022	CONTRIBUTION	5,000.00	4400354015	1000	X	595224	038G01		
03/08/2011	1207544	03/15/2011	5200852523	CONTRIBUTION	2,500.00	4400404200	1000	X	595224	038G01		
12/05/2009	1173409	03/02/2010	5200773091	COOGAN'S 5K	5,000.00	4400378763	1000	X	595224	038G01		
05/09/2005	0979867	05/11/2005	5200368944	DONATION	5,000.00	4400232738	1000	X	595224	038G01		
02/23/2007	1059439	04/04/2007	5200540660	SPONSOR	5,000.00	4400303100	1000	X	595224	038G01		
Sub Total :					47,500.00							
Grand Total:					47,500.00							

