AGREEMENT

This Agreement (this "Agreement"), dated as of September 15, 2023, is entered into by and between the **City of New York** (the "City") and the **State of New York**, acting by and through the Commissioner of General Services (the "State"). The City and the State may hereinafter be referenced collectively as the "parties" and individually as a "party."

WHEREAS, the City is a party to that certain Lease dated as of September 15, 2023 (the "Lease") by and between the National Park Service ("NPS"), an agency within the U.S. Department of the Interior, and the City whereby the City is leasing from NPS approximately 30 acres of land at Floyd Bennett Field in the Jamaica Bay Unit of the Gateway National Recreation Area in order to provide shelter and services to migrant persons; and

WHEREAS, Section 5 of the Lease requires the City, as Lessee under the Lease, to pay certain amounts as Monthly Rent and Management and Oversight Rent to NPS in accordance with the terms and conditions of the Lease; and

WHEREAS, in order to assist in ameliorating the migrant crisis, the State has agreed to pay, on behalf of the City and to the extent provided herein, all Rent obligations of the Lessee set forth in Section 5 of the Lease; and

WHEREAS, in order to support City's provision of shelter and services to migrant persons, the State has agreed to reimburse the City for certain shelter services as provided herein.

NOW, THEREFORE, in consideration of the of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rent. The State shall pay on behalf of the City the Rent obligations set forth in Section 5 of the Lease, including any interest or penalties that may be due as set forth therein, and agrees to make such payments in accordance with the terms and conditions of that Section. In particular and in accordance with Sections 5.1 and 5.2 of the Lease, Monthly Rent shall be deposited by the State into a segregated account controlled by the State, which funds shall be used by the City to construct the Required Improvements in accordance with Section 5.5 of the Lease. Management and Oversight Rent shall be paid directly to NPS by the State in accordance with Sections 5.1 and 5.3 of the Lease.

2. Third-Party Beneficiary. The parties acknowledge and agree that the NPS is a third-party beneficiary of this Agreement and may bring a claim under this Agreement against the State for its failure to pay Rent on behalf of the City as set forth in Paragraph 1 above. The parties further acknowledge and agree that nothing set forth in this Agreement releases the City from its obligation to pay Rent under the Lease, or the NPS's ability to exercise any and all remedies available to it under the Lease, including filing a claim against the City in federal court for breach of the Lease, if the State fails to pay Rent in accordance with Paragraph 1 above.

3. Records. The City shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly related to its construction of the Required Improvements (the "Records") and shall keep such Records for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State shall have access to the Records during normal business hours at an office of the City or at a mutually agreeable and reasonable location within the State for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under the Freedom of Information Law provided that: (i) the City or its contractor shall timely inform the State, in writing, which Records should not be disclosed; and (ii) such Records shall be sufficiently identified; and (iii) designation of such Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation. The State shall also maintain adequate records of its payments in accordance with Section 5 of the Lease, including those that support the verifiable evidence provided under Section 5.1(b). Such records shall be subject to the terms of Section 7 of the Lease.

4. Limitations. The parties acknowledge and agree that the City shall be solely responsible for the construction of the Required Improvements described in Section 8 of the Lease and that responsibility for the maintenance, repair and operations of the Required Improvements thereafter shall be as set forth in the Lease. In no event shall the State's payment of Rent, and the use of certain of those Rent payments to cover the costs of the Required Improvements, give rise to any claims against the State resulting from, arising out of, or in any way connected with the City's construction of the Required Improvements or the maintenance, repair, and operation of the Required Improvements by NPS, and the City agrees to indemnify the State from any such claim.

5. Operational Expenses. To support the City's provision of shelter and services to migrant persons as described in Section 6 of the Lease, the State shall reimburse the City for all necessary expenses up to $383 per bed per night for up to 2,000 beds for a period not to exceed one year from and after the date that the City begins providing shelter to migrant persons. On a monthly basis, the City shall submit an application for reimbursement to the State that includes documentation reasonably acceptable to the State supporting the application. The State shall reimburse the City within 45 days after the receipt of acceptable supporting documentation. In the event that the need for shelter and services exceeds 2,000 beds and/or one year, the City and State shall meet to discuss in good faith further support from the State. The State's payment of the Rent obligations set forth in Section 5 of the Lease and Paragraph 1 of this Agreement and the State's reimbursement of Operational Expenses set forth in this Paragraph 5 are separate from any other current payments or obligations between the State and the City and shall not decrease nor be decreased by any such other current payments or obligations.

6. Coastal Storms. In the event of a costal storm that causes widespread flooding and during which both the City and State agree that the Premises subject to the Lease must be evacuated, the parties acknowledge and agree that the State will assist the City to identify appropriate space to accommodate migrant persons evacuated from the Premises in a manner consistent with any applicable regional coastal evacuation plans, and further acknowledge and

agree that the State will also assist with any transportation of migrant persons related to such an evacuation.

7. Defined Terms. Any capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

8. Recitals. The unnumbered paragraphs of this Agreement that begin with the word "Whereas" are expressly incorporated by reference and the recitations contained therein constitute part of this Agreement.

9. Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement constitutes the entire agreement and understanding among the parties and supersedes all prior and contemporaneous proposals, understandings, and all other agreements, both oral and written, relating to the subject matter hereof.

10. Amendment. This Agreement may not be changed, modified, discharged, or terminated orally, or in any manner other than by an agreement in writing signed by the parties.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

City of New York:

By: _____
Name: Sheena Wright,
Title: First Deputy Mayor

State of New York:
Acting by and through the Commissioner of General Services

By: _____
for Name: Jeanette M. Moy
Title: Commissioner of General Services

ACKNOWLEDGED BY:

National Park Service

Frank W Lands Digitally signed by FRANK LANDS Date: 2023.09.15 11:27:15 -05'00'

By: _____
Name: Frank Lands
Title: Deputy Director—Operations, National Park Service

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

City of New York:

By: _____
Name: SHESHA WRIGHT
Title: FIRST DEPUTY MAYOR

State of New York:
Acting by and through the Commissioner of General Services

By: _____
Name: Jeanette M. Moy
Title: Commissioner of General Services

ACKNOWLEDGED BY:.

National Park Service

By: _____
Name:
Title: