

EXHIBIT A

**NEW YORK CITY POLICE DEPARTMENT
PAID DETAIL AGREEMENT**

This AGREEMENT ("Agreement") made and entered into between the New York City Police Department ("Department") and the below named Paid Detail Program Vendor ("Vendor"). Witnesseth that, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration received, the undersigned Vendor hereby agrees to be bound by the following terms and conditions pertaining to any request for paid police details:

1. Police Officers assigned to the Paid Detail Program are bound by the rules and procedures (i.e., Patrol Guide) of the Department as well as the laws of the United States, State of New York and City of New York.

2. The following is a schedule of hourly rates, effective September 9, 2015, based upon the rank of the officer(s):

1.	Police Officer/Detective	<u>\$37.00</u> per hour
2.	Sergeant	<u>\$46.00</u> per hour
3.	Lieutenant	<u>\$52.00</u> per hour
4.	Captain and above	<u>\$66.00</u> per hour

In the future, these rates may be subject to change. Vendors will be notified in writing prior to the date that the rates will change.

3. The Department has no obligation to include the Vendor in the Paid Detail Program and may remove the Vendor from the program at its discretion.

4. The Department agrees to make a good faith effort to supply an officer(s) to a paid detail. The Department, however, makes no representations, or guarantees, that an

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officer will in fact appear at a paid detail. There may be situations, beyond the control of the Paid Detail Unit, where an officer is unable to appear at a paid detail.

4a. In the event of an emergency situation, the program may be suspended at the discretion of the Police Commissioner, First Deputy Commissioner or Chief of Personnel.

5. The Vendor agrees not to contact officers directly to fill or augment a paid detail assignment. Vendors are prohibited from formulating details or scheduling assignments except through the Paid Detail Unit.

6. Vendor will indemnify and hold the NYPD and/or the City of New York, their successors, assigns, employees, and agents harmless from any judgments, awards, debts, expenses, damages, executor's claims, and demands, and attorney's fees and costs assessed against the NYPD and or the City of New York, their successors, assigns, employees, and agents during and/or arising out of this Agreement and any/all activities related thereto.

7. The NYPD shall forward a copy of all litigation documents relating to any claims arising under this Agreement to the Vendor as soon as the NYPD has actual notice that the documents have been served.

8. A copy of this Agreement will accompany the litigation documents. The Vendor shall provide defense counsel and shall confer with the City of New York regarding the defense and/or settlement of any/all claims made against the NYPD and/or the City of New York, their successors, assigns, employees, and agents during and/or arising out of this Agreement and any/all activities related thereto. The City of New York will cooperate in the defense of any such action.

9. The NYPD shall not commence performing services under this Agreement unless and until the Vendor obtains all insurance required by The City of New York, including general commercial liability insurance, and that such insurance is in effect for the Vendor and its sub-contractors for the entire period of this Agreement. All certificates shall name the NYPD and the City of New York as additional insureds. Vendor represents, and the NYPD/City of New York acknowledge, that this insurance shall pertain to claims made during and/or arising out of this Agreement and any/all activities related thereto, including any claims made against any NYPD personnel in his or her official and individual capacity, and any claims against the NYPD and/or the City of New York.

10. Vendor shall ensure continuous insurance coverage in the manner, form, and limits required by the City of New York throughout the term of the Agreement. Vendor shall provide a certificate of insurance demonstrating such coverage, and upon expiration of said certificate shall immediately provide the NYPD with a renewal certificate/s. Failure of the Vendor to provide said renewal certificates does not remove Vendor's insurance obligations under this Agreement.

11. The Department may set staffing levels, for the safety and supervision of police officers at its discretion. The cost of the supervision will be paid by the Vendor pursuant to the Paid Detail Program.

12. Payment for work performed will be made by check, as set forth below, payable to the individual officer(s).

13. The NYPD may require the Vendor to place funds in an escrow account to guarantee payment.

14. In consideration of the Department's administration of the program, the Vendor agrees to pay to the Department an amount equal to ten percent (10%) of the total gross amount of payments made to the officer(s) assigned to the specific paid detail. Such payment shall be made to the Paid Detail Unit by check made payable to "The City of New York."

15. All checks, to the Officer(s) and the City, will be forwarded to the Paid Detail Unit located at One Police Plaza, New York, New York 10038 within fourteen (14) days of the work performed. Each check will specify date service was performed, and in the case of Vendors with multiple locations, specific locations where service was performed.

16. All payments made hereunder shall be made in the form of a valid business check, certified check drawn on, or an official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York. No endorsed checks will be accepted as payment.

17. To ensure payment, the Department reserves the right to require the Vendor to forward all payments, or any part thereof, to the Paid Detail Unit prior to the date of the Paid Detail. Checks to officers will be held by the Department and not distributed until completion of the Paid Detail Assignment. The Department reserves the right to cancel the Paid Detail Assignment if the payment is not received prior to the date of the assignment.

18. The Vendor will issue 1099's to the participating officers, by name, in care of the Paid Detail Unit. The Paid Detail Unit will be responsible for forwarding these forms to the individual officers. The Vendor agrees to accept the officer's information contained

on the blue copy of the Paid Detail Card for Taxpayer Identification Number (TIN) reporting purposes, in lieu of the preparation of form W-9.

18a. The Vendor agrees to accept the blue copy of the Paid Detail Card as an invoice for officer payment and associated administrative fee, and agrees to safeguard and treat the blue copy as it would any other business document, instrument, or invoice.

19. Vendor agrees that authorized personnel will be designated to sign Paid Detail Card for officer's particular paid detail at the end of the shift. Vendor further agrees to maintain on premises a sign-in/sign-out log, provided by the Department to include the names and signatures of officers and dates and times service was performed and to keep such records for at least one year from the date of the detail. The log will be made available for inspection upon request from any properly identified ranking member of the New York City Police Department.

20. If payment is not received by the Paid Detail Unit within thirty (30) days of the paid detail, the Vendor shall be considered delinquent and subject to all remedies at law, including but not limited to suspension and/or removal from the Paid Detail Program. Furthermore, Vendor shall be liable to the Department for any and all costs including reasonable attorneys fees, incurred in the collection of any past due amount(s). Interest, at a rate of 9% per annum, will be charged for any late payments (pay to police officers and administrative charge).

21. This agreement may not be changed or modified except in writing.

I, the undersigned Vendor or Agent, have read and understand the foregoing terms and conditions and have the authority to bind the vendor to the terms of the agreement.

Date: 12/29/2015

Bloomberg LP
Name of Vendor

William J. Bratton
New York City Police Department

Lauren Eckhart Smith
Signature of Vendor or Authorized Agent

LAUREN ECKHART SMITH
GLOBAL WORKSPACE OPERATIONS
Title and Name of Authorized Agent

REDACTED
Social Security # or Federal Tax ID#

REDACTED
Address/Telephone Number/E-mail **REDACTED**

Corporate Seal: