



**Randall's Island Park Alliance  
Conflict of Interest Policy  
Re-Adopted by the Board of Trustees on January 21, 2025**

**A. Policy**

It is the policy of the Randall's Island Park Alliance Inc. (also referred to as "the Alliance") (1) to identify conflicts of interest involving the Alliance as well as situations which may give rise to an appearance of conflict of interest and (2) to address these situations in a manner that will protect the integrity and reputation of the Alliance.

**B. Purpose**

The purpose of this policy is to ensure that the Alliance will operate in compliance with the highest standards of conduct and live up to its fiduciary obligations. In many instances, conflicts of interest can be resolved by disclosure, while in others they must be managed or eliminated. Situations which present potential conflicts of interest are not uncommon. Their existence does not constitute wrongdoing. It is the reaction to the conflict-causing situation that must be addressed in such a way that an independent observer could not reasonably question the integrity of an individual's actions and determine them to be for personal gain to the detriment of the Alliance or the public.

**C. Persons Covered by this Policy**

All employees, officers, trustees, and agents of the Alliance, whether full-time or part-time.

**D. Definition**

A "conflict of interest" is any situation where

- (a) Your personal interests, or
- (b) The interests of a close friend, family member or a person with whom there is a romantic relationship, business associate, an organization in which you or any of the above is an officer, or employee or holds a significant interest, or a person to whom you owe an obligation (each, a "Related Party"), could influence your decisions and impair your ability to
  - (i) Act in the best interests of the Alliance, or
  - (ii) Represent the Alliance fairly, impartially and without bias.

Because the Alliance's mission is to "provide an innovative and exciting destination through a wide range of sports venues, cultural events, and environmental explorations," the interests of the Alliance and the interests of Randall's Island Park (also referred to in this policy as "the Park") will coincide in most cases, and this policy should be interpreted in that light. Any exceptions should be considered by the Board of Trustees (also referred to in this policy as the "Board").

Many of the Alliance's officers, trustees, employees, and agents live in New York City and/or use the Park's facilities. They thus benefit from improvements to the Park along with other residents of the same neighborhood or users of the same facilities. An interest of this type ordinarily does not constitute a disqualifying conflict of interest, although when a matter would affect a particular person more closely than other Park users taken together, that impact should be disclosed. For example, a



trustee who plays soccer on field X, should inform the Chair if the Board is discussing upgrades to field X; a staff member who regularly bicycles on weekends in the Park along the northern pathways, should inform the President if asked to make decisions regarding that section of the Park.

**E. Guidelines for Certain Specific Situations**

1. **Employment.** No one shall participate in the employment, promotion, supervision or evaluation of any person that would create a conflict of interest. It is presumed that a conflict of interest exists with regard to Related Parties.
2. **Confidential Information.** Confidential information acquired as a result of a position with the Alliance may be used only for Alliance-related purposes, and it is presumed to be a conflict of interest to do otherwise.
3. **Alliance Activities.** All Alliance trustees, officers, employees and agents are obligated to act in the best interest of Randall's Island Park Alliance, and in the performance of their duties should seek the furtherance of Randall's Island Park Alliance's mission and not any personal obligation or interest. They are prohibited from using their job title, the Alliance's name, or property for private profit or benefit.
4. **Vendors and Contractors.**
  - (a) No one may either solicit or accept personal gratuities, favors, or anything of monetary value from contractors/vendors of the Alliance. This is not intended to preclude bona-fide fund-raising activities on behalf of the Alliance.
  - (b) No one with a conflict of interest shall participate in the selection, award, or administration of any purchase from or contract with a vendor of the Alliance. A conflict of interest is presumed if any of the following has a financial interest in that purchase or contract:
    - (i) A trustee, officer, employee, or agent of the Alliance;
    - (ii) Any Related Party to an officer, trustee, employee, or agent of the Alliance; or
    - (iii) A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment.

**F. Implementation**

1. **Disclosure.** Any possible conflict of interest, along with all relevant information concerning the transaction or arrangement that gives rise to the possible conflict of interest, shall be disclosed. If the person involved is an employee, or agent of the Alliance disclosure should be to the President. If the person involved is an officer or trustee, disclosure should be to the Chair or the Board. If the person involved is the Chair, disclosure should be to the Board.
2. **Determination.** The President or the Chair (or, in the case of the Chair, the Board) shall determine how to implement this policy in a particular case, including whether to make an exception. All exceptions should be documented in writing and provided to the Audit Committee.
3. **Criteria.** In evaluating potential conflict situations in order to determine an appropriate course of action, the President, Chair, and Board shall be guided by the following criteria and considerations:
  - Compliance with the letter and the spirit of all applicable laws;
  - Adherence to the policies and procedures of the Alliance;
  - Avoidance of private benefit;
  - Transparency;
  - Benefits to the Alliance likely to be achieved; and
  - Consequences to the Alliance from the decision.
4. **Participation.** An interested person shall not participate in any deliberation, decision or vote on any matter involving a conflict in which they are interested. If the President or the Chair (or, in the case of the Chair, the Board) determines that the Alliance may proceed with the proposed transaction or arrangement, the interested person shall not participate on behalf of the Alliance in any negotiations in connection with such transaction or arrangement.
5. **Relation to By-Laws.** This policy supplements and does not replace § 9.2 of By-Laws of the Alliance.
6. **Certification.** At least annually, the President will arrange for each trustee, officer and employee of the Alliance to acknowledge receipt and compliance with this policy, by completing and submitting the form attached hereto as Annex A.



**ANNEX A**

**RANDALL'S ISLAND PARK ALLIANCE**

Annual Conflict of Interest Statement

I have been provided with a copy of, and I have read, the Randall's Island Park Alliance Conflict of Interest Policy.

To the best of my knowledge and belief, except as disclosed herewith, neither I nor any of my Related Parties (as defined under the policy) has any conflict of interest (as defined under the policy) involving any transaction or arrangement with the Randall's Island Park Alliance. The foregoing statement is true (check only one):

☐ Without exception OR

☐ Subject to the exceptions set forth below or in an attached statement.

Disclosure of conflict of interest or appearance of a conflict of interest:

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I hereby acknowledge my obligation to notify the Randall's Island Park Alliance promptly if at any time the facts as stated herein should change.

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_