

**INTERMUNICIPAL LICENSE AGREEMENT** made this 14<sup>th</sup> day  
of January, 2021 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County"),

and

**TOWN OF MT. PLEASANT**, a municipal corporation of the State of New York, having an office at Town Hall Plaza, Valhalla, New York 10504 (hereinafter referred to as the "Licensee").

**WITNESSETH:**

**WHEREAS**, the County, acting through the Commissioner of Parks, Recreation and Conservation (the "Commissioner") desires to grant a license the Licensee to enter onto, to operate and maintain the property known as "Pat Henry Field"; and

**WHEREAS**, the Licensee desires to accept the License upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. The County hereby licenses to the Licensee and the Licensee hereby licenses from the County the land as described in Sheet 30 of the Bronx River Parkway Maps as Parcels 42 and 43 and a portion of Parcel 52 and in Sheet 29 of the Bronx River Parkway Maps as a portion of Parcel 40 (hereinafter "Licensed Premises") as detailed in the area outlined in red on the drawing attached hereto and made a part hereof as Schedule "A".

The Licensee accepts the Licensed Premises "as is" in their present condition. The Licensed Premises shall be used and operated by the Licensee solely and exclusively for municipal recreation purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be used, operated and maintained by the Licensee solely and exclusively as and for municipal recreational purposes subject to all the terms, conditions and covenants herein. The Licensed Premises shall be open to all County residents.

2. The term of this License shall be for five (5) years commencing on May 1, 2020 and terminating on April 30, 2025, unless terminated sooner as hereinafter provided.

3. The Licensee shall pay to the County for the term of this License an annual license fee of Two Hundred (\$200.00) Dollars on the commencement date of this License and on each anniversary date thereof at the address herein provided.

While the Licensed Premises are presently exempt from real property taxes and other special assessments under the Real Property Tax Law, in the event that such law is changed, or in the event that the Licensed Premises become subject to taxation under the cited or any other federal, state or local law, the Licensee, as additional rental, shall pay and discharge (when due and payable) any and all real estate taxes, assessments, water meter (including any expenses incident to the installation, repair or replacement of any water meter) and sewer rents and all other such charges, taxes, assessments, rents license fees, levies and sums of every kind, nature and description, which may become and payable with respect to the licensed premises during the licensed term.

4. The Licensee shall not assign this License or sublet the Licensed Premises or any part thereof without the prior written consent of the County. However, no assignment of rights or delegation of any duties, in whole or part, shall relieve the Licensee of any of its obligations hereunder.

5. The Licensee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department of Parks, Recreation and Conservation and of all their departments and bureaus applicable to the said premises for the prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises, and shall also comply with all sanitary rules and regulations of the State and County Health Departments.

6. The Licensee shall not sell, offer for sale nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Demised Premises or charge a fee for parking without the prior written consent of the Commissioner.

7. The Licensee shall not charge, impose or collect any fees for entrance into or for use of the Licensed Premises without the prior written consent of the Commissioner.

8. The Licensee shall not erect nor allow the erection of any structures of any kind or any advertising signs in or on the Licensed Premises, nor perform nor allow to be performed any improvement, change or alteration to the Licensed Premises, without obtaining the prior written approval of the Commissioner. Title to any approved alterations, improvements or fixtures shall immediately, upon installation, vest in the County.

9. The County, continuously throughout the term of this License, shall cause the Licensed Premises to be policed, including police patrols and investigation of all offenses or crimes committed or attempted within the Licensed Premises.

10. The Licensee, at it sole cost and expense, shall maintain, operate and properly supervise the Licensed Premises, it being understood and agreed that such maintenance, operation and supervision shall be performed by the Licensee to the complete satisfaction of and as directed by the Commissioner.

11. The Licensee agrees that the County, its officers, employees or agents, shall have the right to enter into and upon the Licensed Premises, or any part thereof, at any and all times for any and all purposes, including but not limited to performance of work, the installation of signage or for any other reason.

12. In the event that the County desires to enter upon the premises herein for the purpose of construction or park purposes, or in the event that said premises are conveyed to the People of the State of New York, or sold to a bona fide purchaser, this License shall be terminated and become null and void upon thirty (30) days written notice to the Licensee, which shall vacate said premises no later than the effective termination date. In the event of such termination the County shall have no liability to the Licensee whatsoever.

13. The Licensee shall keep the grass on the Licensed Premises mowed and in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner satisfactory to the Commissioner. The Licensee shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required.

14. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner  
Department of Parks, Recreation and Conservation  
450 Saw Mill River Road  
Ardsley, New York 10502

with a copy to:

County Attorney  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

To the Licensee:

Town Supervisor  
Town of Mt. Pleasant  
Town Hall Plaza  
Valhalla, New York 10595

15. In addition to, and not in limitation of, the insurance requirements contained in Schedule "B" entitled "Insurance Provisions", attached hereto and made a part hereof, the Licensee agrees:

The Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Licensee agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Licensee or third parties under the direction or control of the Licensee; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the

County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

16. It is expressly understood that no building, structure, equipment or space is leased to the Licensee and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall continue to comply with each and every term and condition of this License.

17. The Licensee shall surrender possession of the Licensed Premises to the County at the expiration of the License in good condition, normal wear and tear excepted.

18. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

19. In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon ten (10) days notice to the Licensee; provided, however, that the Licensee may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period, by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. Upon a second default by the Licensee, the County, at its option and in addition to any other remedy it may have to seek damage, judicial enforcement or any other lawful remedy, may terminate this License upon written notice to the Licensee, such notice to be effective immediately upon delivery thereon.

20. The Licensee expressly agrees that neither it nor any contractor, subcontractor, employee or any other person acting on its behalf, shall discriminate against or intimidate any employee or other individual on the basis of race, creed,

religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of, or in connection with, this Agreement, as these terms may be defined in Chapter 700 of the Laws of Westchester County.

21. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

22. It is expressly understood and agreed by and between the parties hereto that all covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the County and not of any member, officer or employee of the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the County or any natural person executing this Agreement on behalf of the County.

23. This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

24. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

25. This License shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

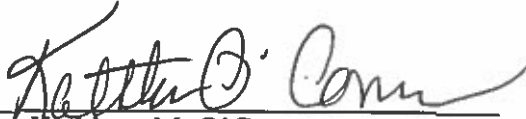
26. This License shall be construed and enforced in accordance with the laws of the State of New York.

**[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].**



**IN WITNESS WHEREOF**, the parties hereto have executed this License on the day and year first above written.

**THE COUNTY OF WESTCHESTER**

By:   
Kathleen M. O'Connor  
Commissioner of Parks,  
Recreation & Conservation

**TOWN OF MT. PLEASANT**

By:   
Carl Fugenzi  
Town Supervisor

Authorized by Act No. 117-2020 of the Westchester County Board of Legislators, adopted on July 13, 2020.

Approved by the Town Board of Mt. Pleasant at a meeting held on the 27 day of October, 2020.

Approved as to form and  
manner of execution

  
\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester

*S./Iannace/PRC/Mt.Pleasant.Pat.Henry Field License 4.13.20*

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER)

On this 14th day of January 2021, before me, the undersigned,  
personally appeared Carl Fulgenzi, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is  
(are) subscribed to the within instrument and acknowledged to me that he/she is the  
Town Supervisor of The Town of Mount Pleasant  
          , the municipal corporation described in and which executed the within instrument,  
who being by me duly sworn did depose and say that he/she executed the same in his/her  
capacity, and that by his/her signature(s) on the instrument, the municipal corporation  
executed the instrument.

  
\_\_\_\_\_  
Notary Public

County

Madeline DeRontis  
Notary Public, State of New York  
No. 01DE6265332  
Qualified in Westchester County  
Term Expires July 9, 2024

CERTIFICATE OF AUTHORITY  
(Municipality)

I, Susan Marmol,  
(Officer other than officer signing contract)

certify that I am the Town Clerk of the  
(Title)

Town of Mount Pleasant

(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

Town Law

(Law under which organized, e.g., the New York Village Law, Town Law, General  
Municipal Law)

named in the foregoing agreement; that Carl Fulgenzi,  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

Town Supervisor of the Municipality, and that said  
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

Town Board, thereunto duly authorized and  
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

Susan Marmol  
(Signature)

STATE OF NEW YORK       )  
  ) ss.:  
COUNTY OF WESTCHESTER )

On this 14th day of January 2021 before me, the undersigned, personally  
appeared Susan Marmol, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the above  
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity  
as Town Clerk of The Town of Mount Pleasant,  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

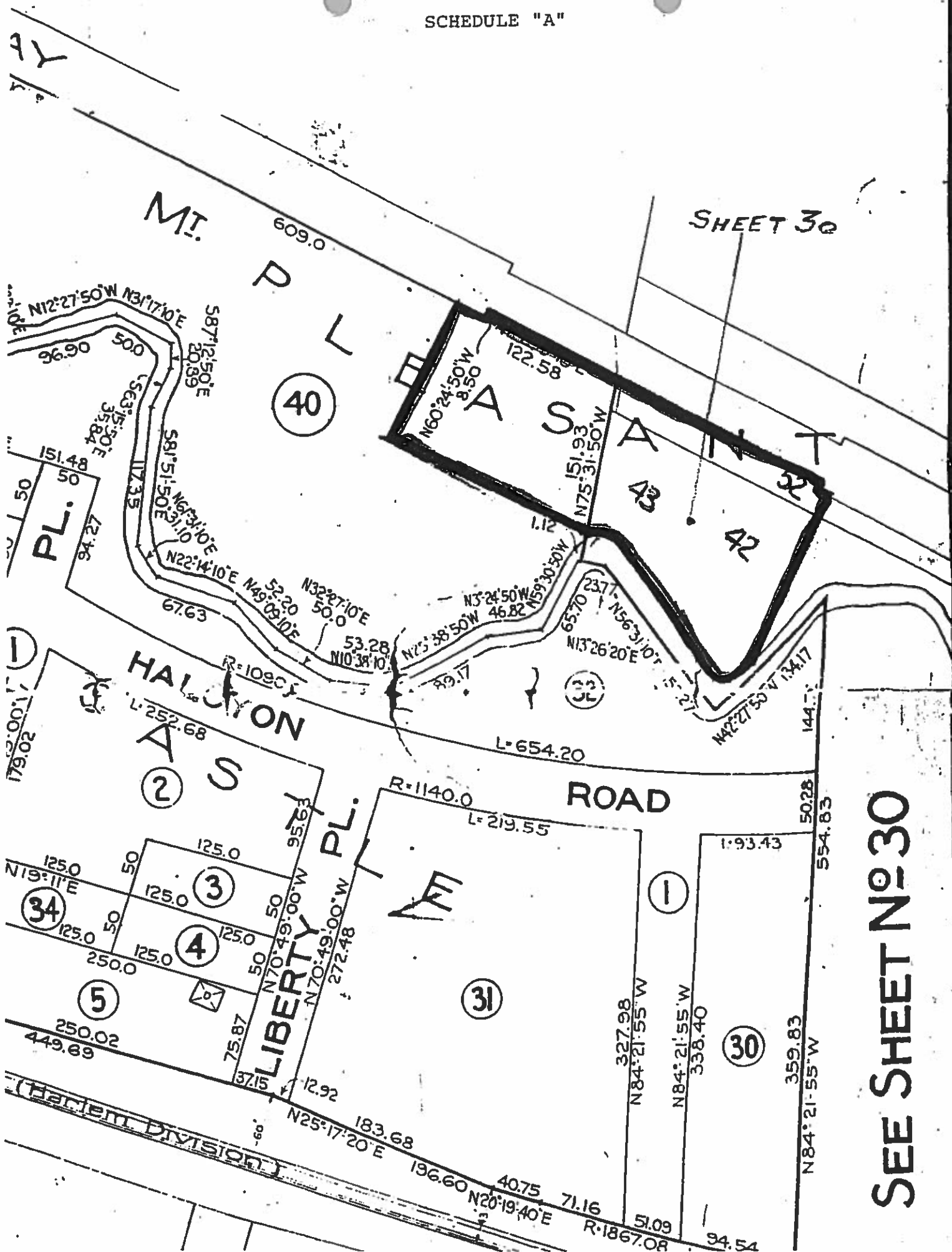
Medeline DeRantiis  
Notary Public       County

Medeline DeRantiis  
Notary Public, State of New York  
No. 01DE6265332  
Qualified in Westchester County  
Term Expires July 9, 2024

**SCHEDULE "A"**

**LICENSED PREMISES**

SCHEDULE "A"



SEE SHEET No 30

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State

Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
  - (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.



Contract Cover Sheet



Dept Contract No: PRC-1284



Start Date: 01/01/2020



End Date: 04/30/2025



Agency Code: 42



Vendor ID: NA



Law Docket Number: 118588



OnBase ID: 37447



Page Count: 21

Return to:

John Condon

PRC

450 Saw Mill River Road, Ardsley, NY 10502