

THIS PERMIT AGREEMENT made this _____ day of _____, 2013 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 (the "County"),

and

FRIENDS OF WESTCHESTER COUNTY PARKS, INC., a not-for-profit organization, having an office and principal place of business at 450 Saw Mill River Road, Ardsley, New York (the "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to use approximately 350 square feet of a portion of County-owned property located 450 Saw Mill River Road, Ardsley, New York, for the purpose of facilitating the provision various cultural, educational, leisure time and other programs and activities on behalf of the Department of Parks, Recreation and Conservation (the "Department"); and

WHEREAS, the County is willing to allow such use of the aforementioned property for the purpose of facilitating the provision various cultural, educational, leisure time and other programs and activities on behalf of the Department.

WHEREAS, Licensee represents that it is a not-for-profit corporation formed exclusively for charitable purposes, and solely for the benefit of the Department for the purpose of (1) aiding in the sound development of County Parks; (2) contributing to the support of the Department and the County Parks; (3) encouraging and maintaining public appreciation of the Department and the County Parks; and (4) enhancing and assisting in cultural, musical, leisure time and other programs, activities and projects of the Department; and (5) promoting the conservation of resources as agreed upon between the Licensee and the Commissioner of Parks, Recreation and Conservation (the "Commissioner"). Licensee acknowledges that this representation of its purpose is a substantial part of this Agreement and any change in Licensee's purpose as evidenced in its by-laws or other actions shall be grounds to terminate this Agreement

upon ten (10) days notice as provided for in paragraph "11" herein. As evidence of such incorporation, Licensee has attached hereto a certificate from the Internal Revenue Service certifying to its corporate status under Title 26 section 501 (3)(c) of the United States Code.

NOW, THEREFORE, the parties hereto in consideration of the terms and conditions herein contained do agree as follows:

1. Description: The County hereby grants to the Licensee and the Licensee hereby accepts from the County a Permit to use a approximately 350 square feet of a portion of County-owned property located 450 Saw Mill River Road, Ardsley, New York (the "Premises"), as more fully described in Schedule "A", which is attached hereto and made a part hereof.

Three (3) office sets will be available for Licensee's use in the Premises. Access ports will be made available by the County upon lease execution as follows: Three (3) data ports, three (3) telephone lines and three (3) telephones. The County shall provide Network connectivity which will be available for Licensee to install a router for access to Licensee's network.

2. Additional Services: It is acknowledged that Licensee may enter in and upon other County property for the purpose of providing various cultural, educational, leisure time fund-raising activities as well as for the receipt of donations, administration of an office and other programs and activities at such times and at such locations, upon prior written authorization by the Commissioner.

Licensee may conduct a series of events sponsored jointly with the County, throughout the term of this Agreement, which events may include the solicitation of funds by Licensee.

The Department, acting by and through the Commissioner, shall use its best efforts to cooperate with Licensee in providing the services herein. The Department, at its sole option, shall from time to time make available the services of County employees for assistance to Licensee for co-sponsored events that are for the benefit of the County and the Department.

3. Term: The term of this license agreement will be for a period of five (5) years, from October 1, 2013 through September 30, 2018, with the County having the sole option to renew the license for an additional five (5) year term..

4. Consideration for Permit: In consideration for Licensee's use of the Premises, the Licensee shall pay the County an annual fee of \$100.00.

5. Maintenance and Repair. The County shall maintain the Building and the office space of which the Premises is part in good repair and good condition. Licensee shall keep the Permitted Premises clean, safe and in good order to the reasonable satisfaction of the Commissioner, except for reasonable wear and tear.

6. Alterations. Licensee shall not make any alterations, additions or improvements to the Permitted Premises without the prior written approval of the Commissioner. All such Alterations, additions and improvements shall be made at the Licensee's sole cost and expense and shall become the property of the County immediately upon their annexation to the Permitted Premises.

7. Inspection. The Commissioner or his authorized representative shall be entitled to enter the Permitted Premises at any time for the purpose of inspecting, observing and monitoring any aspect of the Licensee's operations. The Licensee shall also permit inspection, observation and monitoring of same by any federal, state, county or municipal officer having jurisdiction. The Licensee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.

8. Flammables. The Licensee shall not use or store any explosives, toxic materials or flammables, other than typical office supplies, on or about the Permitted Premises.

9. Personnel. A list of permitted personnel and their permitted level of access to the Permitted Premises is attached hereto as Schedule "B." Licensee shall have access to the

Premises Monday through Friday during normal business hours.. Licensee shall not add to the list of permitted personnel without obtaining the prior written approval of the Commissioner.

The operation of the Licensee shall be conducted in an orderly and proper manner so as not to annoy, disturb, offend or interfere with others using the Property. The Licensee shall immediately remove the cause of any objection made by the Commissioner regarding the demeanor, conduct and appearance of any of Licensee's employees, invitees or business guests.

10. Condemnation. In the event that the Permitted Premises, or such a substantial part thereof so as to render impossible the operation of this Permit, are taken by eminent domain, this Permit shall terminate on the date upon which title vests in the condemnor and neither party shall have any liability to the other on account of such termination.

11. Fire Damage, Destruction. In the event that, due to damage by fire or other casualty, the County elects to discontinue the operation of this Permit, this Permit shall terminate and the County shall have no liability to the Licensee hereunder provided, however, that should such damage result from any act or omission of the Licensee, then this Permit shall continue in full force and effect and the Licensee, at its sole cost and expense, shall repair the damage to the Premises. Upon the failure of the Licensee to make such repairs, the County may repair such damage at the Licensee's cost and expense.

12. Termination. The County, upon thirty (30) days written notice, may terminate this Permit, in whole or in part, with or without cause, when it deems such termination to be in the County's best interest.

In the event that 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 Permit upon ten (10) business 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 damages, judicial enforcement or any other lawful remedy, may terminate this Permit upon written notice.

13. Compliance with Laws: Licensee shall comply with all applicable statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department of Public Works and Transportation including, without limitation, those applicable to the prevention and abatement of nuisances and other grievances in or upon the Permitted Premises, and shall also comply with all sanitary rules and regulations of the State and County Health Departments.

14. Advertising: Licensee shall not erect nor allow the erection of any signs in or on the Permitted Premises without obtaining the prior written approval of the Commissioner.

15. Security: Except for security measures which the County chooses to provide the entire building, Licensee shall be responsible for any security of the Permitted Premises.

16. Surrender of Premises: Upon expiration or termination of this Permit, the Licensee shall surrender possession of the Permitted Premises to the County in good condition, normal wear and tear excepted.

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, claims, demands, costs, judgments, fees or attorneys' fees or loss arising directly or indirectly out of acts or omissions of

the Licensee, its employees, agents, invitees and third parties under the direction and control of the Licensee; and

(b) to provide defense for and defend, at Licensee's 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 resulting from the willful or reckless behavior or the negligent acts or omissions of the Licensee, its employees, agents, invitees and third parties under the direction and control of the Licensee.

18. Notices: All notices of any nature referred to in this Agreement shall be in writing and sent by national overnight carrier, registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

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

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Licensee:

Friends of Westchester County Parks, Inc.
450 Saw Mill River Road
Ardsley, New York 10502
Attn: Joseph A. Stout

19. Assignment: The Licensee shall not assign, sublet, subcontract or otherwise dispose of this Permit, or any right, duty or interest herein, without the prior written consent of the Commissioner, nor shall this Permit be transferred by operation of law, it being the purpose and spirit of this instrument to grant this Permit and privilege personally and solely to the Licensee named herein. No assignment, subcontracting, subletting or other such disposition of this Permit, either with or without such consent of the Commissioner, shall serve to relieve the Licensee of

its obligations hereunder. Notwithstanding the foregoing, any request by the Licensee to assign this Permit Agreement will be duly submitted for authorization pursuant to County law

20. No Lease: It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and no greater privilege for the use and occupancy of the Permitted Premises is granted by the County, except as expressly set forth herein. The Licensee's privilege to use and occupy the Permitted Premises shall continue only so long as the Licensee shall comply with each and every term and condition of this Permit and the County does not elect to terminate this Permit earlier.

21. Risk of Operation: The Licensee assumes all risks in the operation of this License.

22. Non-Discrimination: 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 Permit, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

23. MBE/WBE Policy: Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color and/or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, the Licensee hereby agrees to complete the questionnaire attached hereto as Schedule "D."

24. Remedies Cumulative: The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of payment of any fee due hereunder with

knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

25. Taxes: The Licensee hereby acknowledges that the Licensee's use of the Premises may result in the imposition of real estate taxes upon the Premises. The Licensee agrees to pay its proportionate share of real estate taxes and to reimburse the County on demand for Licensee's proportionate share of any real estate taxes payable by the County as a consequence of the imposition of such taxes.

26. CRIMINAL DISCLOSURE REQUIREMENTS: The Contractor agrees to complete the Criminal Background Disclosure Forms as required by Executive Order No. 1-2008 as set forth in Schedule "E" attached hereto and made a part hereof.

27. Entire Agreement: This Permit and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

28. Choice of Law/Venue: This Permit and any disputes hereunder shall be governed by the laws of the State of New York. Westchester County, New York shall be the venue for any legal disputes arising under this Permit.

29. Approval: This Permit shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

By: 

Name: Kathleen M. O'Connor

Title: Commissioner of Parks, Recreation
& Conservation

**FRIENDS OF WESTCHESTER COUNTY
PARKS, INC.**

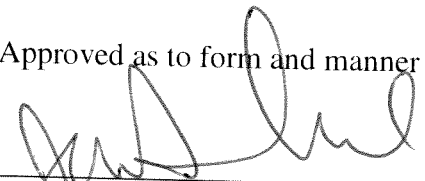
By: 

Name: JOSEPH A. STOUT

Title: EXECUTIVE DIRECTOR

Approved by the Westchester County Board of Acquisition and Contract on the 1st day of August, 2013.

Approved as to form and manner of execution:



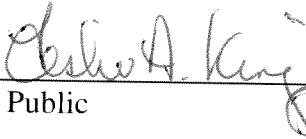
Assistant County Attorney
The County of Westchester

c:/JPL/PRC/Friends.of.Parks.License.10.11.13

LICENSEE'S ACKNOWLEDGEMENT

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

On this 18th day of October, 2013, before me personally came
Joseph A. Stout, to me known, and known to me to be the
EXECUTIVE DIRECTOR of FRIENDS OF WESTCHESTER County PARKS, INC
the corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he, the said EXECUTIVE DIRECTOR - Joseph Stout
resides at 110 ELLSWORTH AVE, HARTISON, N.Y. 10528 and that he is _
EXECUTIVE DIRECTOR of said corporation.



Notary Public

LESLIE A. KING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KI6261714
Qualified In Westchester County
My Commission Expires May 14, 2016

CERTIFICATE OF AUTHORITY

I, John Kirkpatrick
(Officer other than officer signing contract)

certify that I am the SECRETARY of
(Title)
the FRIENDS OF WESTCHESTER COUNTY PARKS, INC
(the "Licensee")

a municipal corporation duly organized and in good standing under the (Law under which organized, e.g.,
the New York Business Corporate Law) named in the foregoing agreement; that

Joseph Stout
(Person executing agreement)

who signed said agreement on behalf of the Licensee was, at the time of execution
EXECUTIVE DIRECTOR
(Title of such person)

of the Licensee and that said agreement was duly signed for and on behalf of said Licensee by authority
of its governing board, thereunto duly authorized and that such authority is in full force and effect at the
date hereof.

John Kirkpatrick
(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this 21 day of Oct, 2013, before me personally came the undersigned
officer, John Kirkpatrick, whose signature appears above, to
me known, and known to me to be the person whose name is subscribed to the within instrument
and acknowledged that he is the Secretary of
Friends of Westchester County Parks, Inc, a corporation, and executed the foregoing instrument for the
purposes

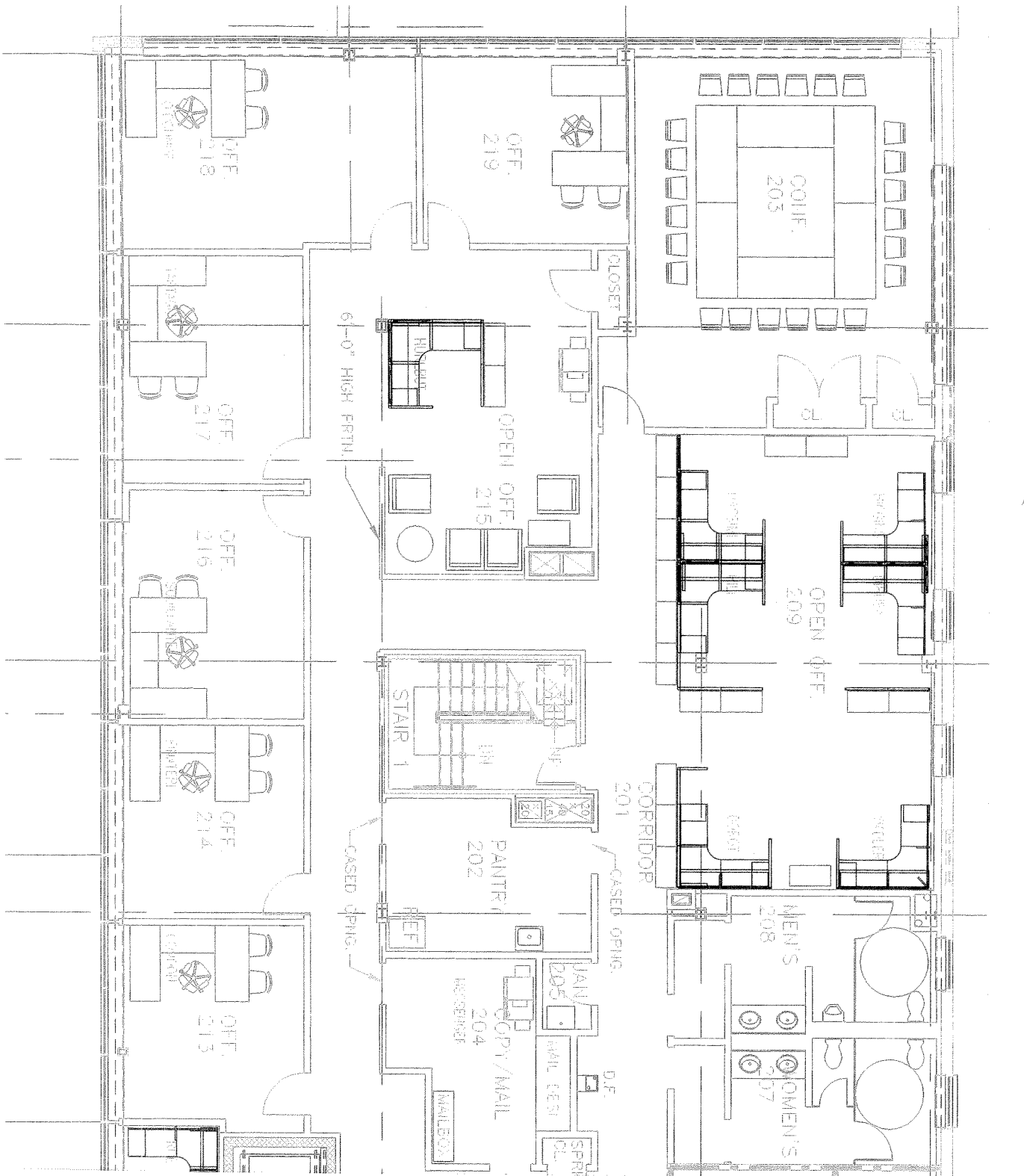
therein contained by signing the name of the corporation by him as
Secretary.

Pamela G. Pucci
Notary Public

PAMELA G. PUCCI
Notary Public, State of New York
No. 01PU6033807
Qualified in Dutchess County
Commission Expires 11/29/20 13

SCHEDULE "A"

Description of the Premises



SCHEDULE "B"

Permitted Friends of Westchester County Parks, Inc.'s personnel are as follows:

Joseph A. Stout
Linda Fleischer

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(Friends of Parks Licensee Agreement)**

1. Prior to commencing work, the Licensee shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Licensee and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Licensee shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Licensee 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 Licensee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Licensee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Licensee concerning indemnification. All property losses shall be made payable to and adjusted with the County.

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 Licensee'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 Licensee until such time as the Licensee shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Licensee shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. 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 Worker's 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).

(a) Employer's Liability with minimum limit of \$100,000.00.

(b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

(i) ***Premises - Operations.***

(ii) Broad Form Contractual.

(iii) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

(i) Owned automobiles.

(ii) Hired automobiles.

(iii) Non-owned automobiles.

(e) Directors and Officers Liability. The Licensee shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$2,000,000 aggregate).

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

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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 Licensee.

SCHEDULE "D"
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

X No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: FRIENDS OF WESTCHESTER COUNTY PARKS, INC

Address: 450 SAW MILL RIVER ROAD

ARDSLEY, N.Y. 10502

Name and Title of person completing questionnaire: Joseph Stout
EXECUTIVE DIRECTOR

Signature: _____

Notary Public

10/18/13
Date

LESLIE A. KING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KI6261714
Qualified in Westchester County
My Commission Expires May 14, 2016

SCHEDULE “E”
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure (“Persons Subject to Disclosure”) include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

¹ For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: PRC-902
Name of Consultant, Contractor, Lessee, or Licensee: Friends of Westchester County Parks, Inc
CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

I, Joseph STOUT, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. NONE
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. NONE
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

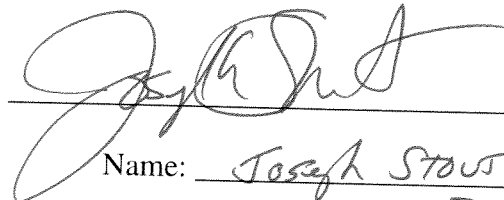
- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
 - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

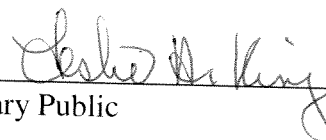
I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.


Name: Joseph Stout
Title: EXECUTIVE DIRECTOR
Date: 10/18/13


Notary Public

10/18/13
Date

LESLIE A. KING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KI6261714
Qualified in Westchester County
My Commission Expires May 14, 2016