

**THIS LICENSE AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023 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

**YONKERS MODEL RAILROAD CLUB INC.**, a not-for-profit corporation having  
a place of business at 140 Truman Avenue, Yonkers, New York 10703 (hereinafter  
referred to as the "Licensee").

**WITNESSETH:**

WHEREAS, the County acting by and through the Department of Parks, Recreation  
and Conservation ("Department"), desires to provide use of a room of approximately 661 square  
feet on the first floor of the Administrative Building at the County's Tibbetts Brook Park,  
Yonkers, New York, for the demonstration and exhibit of model trains; and

WHEREAS, the Licensee desires a license to operate said facilities in accordance  
with the terms contained herein (the "License").

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants,  
agreements, terms and conditions herein set forth do agree as follows:

1. **License:** (a) The County hereby grants to Licensee and Licensee hereby accepts from  
the County a license (hereinafter "License") for the privilege of using a room of approximately  
661 square feet on the first floor of the Administrative Building at the County's Tibbetts Brook  
Park, located at 355 Midland Avenue, Yonkers, New York 10704, in the space to be designated in  
the sole discretion, by the Commissioner of the County's Department or his/her duly authorized  
designee ("Commissioner") (the "licensed premises") for use as a demonstration and exhibit area

for model trains (“Operations” or “Licensed Purpose”), as more fully described in Schedule “A”, which is attached hereto and made apart hereof.

Licensee agrees to have a minimum of two (2) open house events (“Open House”) and two (2) clinics (“Clinics”) per year during the term of this License for demonstration and exhibition of model trains for the public at which the public may view the demonstrations and exhibitions of model trains at the Licensed Premises. Each Open House shall include demonstration and exhibition of model trains for a minimum period of six hours, which shall be scheduled and approved by the County in advance at the beginning of each year. Licensee shall notify in writing, the Commissioner of each year’s Open House events no later than April 15 for the first year of this license and no later than January 15 for each subsequent year that this License is in effect. Licensee shall operate the License granted hereunder for the accommodation of the public during daylight hours (“Hours of Operations”) for public use and at such time and in such manner as the County may reasonably prescribe. The Licensed Premises shall be used for the Licensee solely for the limited purpose for use as a demonstration and exhibit area for model trains, and is subject to all the terms, conditions, and covenants herein, and shall not be open when the Tibbetts Brook pool is open. The Licensed Premises shall be open for the use and benefit of all County residents.

2. **Term**: This License shall commence retroactively on April 1, 2023 and shall expire on March 31, 2028, and shall be in effect only during the Hours of Operations, as set forth in the aforementioned Paragraph “FIRST”, unless sooner terminated as herein provided. The County, at its sole option, may extend this License upon sixty (60) days prior written notice for a period of five (5) years commencing on April 1, 2028 and terminating on March 31, 2033, at a license fee to be negotiated, and to be authorized by the County’s Board of Acquisition and Contract and approved by the Office of the County Attorney.

3. **License Fee**: (a) For the privilege of operating this License, the Licensee shall pay to the County an annual license fee (hereinafter referred to as the “License Fee”) within thirty (30) days of full execution of this Agreement for the first year, and no later than the first day of April during each subsequent year of the term of this Agreement as follows:

<b><u>Period:</u></b>	<b><u>License Fee:</u></b>
April 1, 2023 to March 31, 2024	\$671.00
April 1, 2024 to March 31, 2025	\$671.00
April 1, 2025 to March 31, 2026	\$671.00
April 1, 2026 to March 31, 2027	\$671.00
April 1, 2027 to March 31, 2028	\$671.00

(b) The License Fee shall be paid to the County as provided herein, without notice or demand and without abatement, reduction or setoff, except as otherwise specifically provided in this License. The County will pay utility costs.

(c) Licensee will be assessed a late fee equal to one and one half percent (1.5%) of the monthly Licensee fee for any payments made more than seven (7) business days past due.

(d) All fees due to the County hereunder shall be payable by check, payable to: "Westchester County Department of Parks Recreation and Conservation" and mailed to:

Commissioner of Parks, Recreation and Conservation

450 Saw Mill River Road  
Ardsley, New York 10502,

or at such other offices as the County may designate by notice, in such form and in such manner as the Commissioner may reasonably require.

(e) Licensee assumes the risk of operation and storage and shall provide at its sole cost and expense, all necessary tools, appliances and equipment necessary for model railroad exhibit and demonstration.

(f) The Operation of this License shall be conducted in an orderly and proper manner so as not to annoy, disturb or offend others using the County's recreational facilities. Licensee shall immediately remove the cause of any objection made by the Commissioner, with regard to the demeanor, conduct or appearance, reasonably made by the Commissioner, or any of its employees, invitees or business guests.

4. **Condition of Premises:** Licensee acknowledges that it has inspected the Licensed Premises and the improvements, equipment, fixtures, and appurtenances thereon, that it relies solely upon such inspection, and that to the best of its capabilities it has found the Licensed Premises to be suitable for purposes of this License. The Licensee accepts the Licensed Premises "as is" in its present condition.

Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, deficiency or impairment of the plumbing or electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss resulting from fire, water, tornado, explosion, civil commotion or riot, and Licensee hereby expressly releases and discharges the County, its officers, employees or agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid.

Licensee expressly acknowledges that the County has not made any representation as to the condition of the Licensed Premises, or any improvements, equipment, fixtures or appurtenances situated at the Licensed Premises, except as herein stated.

5. **Maintenance:** (a) Licensee, at its sole cost and expense, shall keep and maintain the Licensed Premises and the equipment and fixtures therein, in a good and safe condition, and shall make all repairs necessary, except for structural repairs which shall be the responsibility of the County, to maintain the County owned buildings and areas occupied for the purpose of this License in a good, workmanlike manner and to the satisfaction of the Commissioner. Upon notice by Licensee, the County agrees to promptly commence structural repairs required to remedy a dangerous condition. All other structural repairs shall be subject to the County's normal procurement procedures.

(b) The Licensee, at its sole cost and expense, shall keep the Licensed Premises and the fixtures and equipment thereon, in a clean and neat condition and free from litter, trash and refuse. Licensee shall store all garbage and refuse originating from the License granted herein in closed receptacles, shall move all such garbage and refuse to a designated container as specified by the Commissioner, and shall fumigate, disinfect and deodorize, and provide professional extermination services at the Licensed Premises as frequently as required by the Commissioner.

(c) In the event Licensee fails to commence maintaining, cleaning or repairing within a period of seven (7) days after written notice from the County requesting such work, or in the event

Licensee fails to diligently continue to completion of such work, the County may, at its sole option, and in addition to any other remedies available to it, enter the Licensed Premises and maintain, clean, repair, replace or remove, all or any part of the Licensed Premises or the improvements thereon at the reasonable cost and expense of Licensee. However, if in the sole opinion of the County, the failure of Licensee to perform such maintenance materially endangers the safety of the public, the employees or the property of the County and the County states same in its notice the County may, at its sole option, and in addition to any other remedies available to it, enter the Licensed Premises and perform such maintenance at any time after giving notice. Licensee agrees to pay all reasonable costs and expenses associated with such maintenance.

6. **Equipment and Alterations:** (a) The Licensee, at its sole cost and expense, shall supply, repair and replace all equipment required for the proper operation of this License (hereinafter the "Equipment"). All Equipment shall comply with all applicable fire, electrical and safety codes and requirements. In any instance where the Licensee provides tools, appliances, equipment and materials necessary for the proper conduct of the Licensed Purpose, the Licensee warrants that all equipment shall be of first quality.

(b) Upon expiration or termination of this License, the Licensee shall promptly remove, at its sole cost and expense, all of its Equipment, tools, appliances, material and other property from the areas assigned to the Licensee hereunder, within ten (10) days of the expiration or other termination of this License. Any property of the Licensee not removed within ten (10) days after such termination shall be deemed abandoned by the Licensee, and the County may either utilize the property, allow it to be utilized by others or remove the property, and any and all cost and expense incurred in the removal and disposal thereof shall be charged to the Licensee.

(c) The Licensee shall not install any fixtures or make any improvements, additions, or alterations to the space assigned to the Licensee hereunder without the prior written consent of the Commissioner. Any such alterations, additions or improvements shall be made at the Licensee's sole cost and expense and any fixtures, improvements or alterations shall immediately, upon installation, be deemed to be affixed to the realty and shall become property of the County.

7. **Inspection**: The Commissioner or her authorized representative shall be entitled to enter any space assigned to the Licensee hereunder at any time for the purpose of inspecting, observing and monitoring any aspect of the Licensee's Operations under this Agreement. Such inspection shall, whenever feasible, be performed during normal working hours and shall not unreasonably interfere with the Licensee's business operations under this License. The Licensee shall also permit inspection, observation and monitoring of same by any federal, state, county, Board of Health or municipal officer having jurisdiction. The Licensee, at its sole cost and expense, shall promptly remedy any and all violations, for which it is responsible, issued as a result of such inspection.

If the Commissioner determines that any portion of the Operations under this Agreement are not being operated in a safe or sanitary manner or if the appearance of any portion of the Operation as defined in this Agreement is deemed unsatisfactory by the Commissioner, she may, at his discretion, order that the Operations authorized under this License be closed until such conditions are rectified to her satisfaction. If the Commissioner determines that there is any violation(s) of any rules, regulations or policies of the County or any violation of any local, state or federal law or regulation, the Commissioner may shut down all or any part of the Operation.

8. **Assignment**: Licensee shall not delegate, assign, sublet, subcontract or otherwise dispose of this License, or any right, duty or interest herein, without the prior written consent of the Commissioner, nor shall this License be transferred by operation of law, it being the purpose and spirit of this instrument to grant this License and privilege personally and solely to the Licensee named herein. No assignment, subcontracting, subletting or other such disposition of this License, either with or without such consent of the Commissioner, shall serve to relieve the Licensee of its obligations hereunder. Any purported delegation of duties, assignment of rights or subcontracting of the Licensee under this Agreement without the prior express written consent of the County is void. The County reserves the right to assign this Agreement.

9. **Fire Damage, Destruction**: In the event that the areas assigned to Licensee, or any building or structure thereon, become unfit for use or occupancy, due to damage by fire or other

casualty, the County elects to discontinue the operation of this License, this Agreement shall terminate upon Licensee's receipt of written notice from County, 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, its officers, employees, agents, contractors, then this Agreement shall continue in full force and effect and the Licensee, at its sole cost and expense, shall repair the damage and remain fully liable for any License Fees due hereunder. Upon the failure of the Licensee to make such repairs, the County may repair such damage at the Licensee's sole cost and expense.

10. **Personnel:** The Licensee shall manage the operations under this License personally or may employ a manager or have volunteer(s) supervise and manage the operation of this License. The Licensee shall have a sufficient number of trained, knowledgeable personnel to insure the safe and proper operation of this License. The Licensee shall if necessary provide, and its employees and/or volunteers shall wear, appropriate employee identification and, if reasonably required by the Commissioner, uniforms. Employee and/or volunteer identification and apparel may be subject to the reasonable approval of the Commissioner.

11. **Prohibition of Sale and Use of Alcohol.** The sale of distribution of alcoholic beverages on the Licensed Premises is strictly prohibited. The sale of alcoholic beverages is prohibited except by authorized concessionaires of the Department. No deliveries of alcoholic beverages are permitted to the parks except by permit or by permission of the Commissioner.

12. **Termination:** (a) The County, in its sole discretion, upon ten (10) days written notice, may terminate this License in whole or in part when it deems such termination to be in the County's best interest.

(b) In the event that the County determines that there has been a material breach by the Licensee of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service of written notice on the Licensee, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Licensed Purpose provided for in this License, or contract for their

completion, and any additional expense or cost of such completion shall be charged to and paid to by the Licensee. Without limiting the foregoing, upon written notice to the Licensee, repeated breaches by the Licensee of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. In the event of termination, the County may take custody of and use any property of the Licensee located at the licensed area on the date of termination in order to operate this License until such time as all obligations and indebtedness of the Licensee to the County hereunder shall be fully satisfied.

13. **Compliance with Laws:** Licensee shall comply, at its sole cost and expense, with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments and of the Westchester County Department, Parks, Recreation and Conservation, and procure and maintain in full force and effect for the term of this License, all permits, licenses and approvals from all applicable governmental authorities. The Licensee shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

Licensee understands to abide by and enforce all County Park's rules and regulations. Failure to follow rules and regulations may result in the Licensee being denied access to the Licensed Premises until Licensee is in compliance.

The Licensee hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

It is the intent and understanding of the County and the Licensee that each and every provision required by law, contract, or proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Licensee understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Licensee hereby



consents to amending this Agreement in writing, upon receipt of notice from the county, for the purpose of inserting or correcting the provision in question.

14. **Insurance and Indemnification**: The Licensee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", 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 "C", 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.

15. **Security Deposit**: Upon the execution of this License, the Licensee shall deposit with the County the sum of FIVE HUNDRED DOLLARS (\$500.00) as security for the full and faithful performance of this License and for the payment of fees and charges due hereunder, which will be held in escrow in an interest bearing account. In the event of any default by Licensee hereunder, the County may, but shall not be required to, apply such security deposit and any accrued interest thereon toward curing such default. Upon the application of all or part of such security deposit as hereinabove provided, Licensee shall, upon demand, deposit with the County the amount applied so that the entire amount security deposit, exclusive of any accrued interest, shall remain with the

County throughout the term of this License. Nothing hereunder shall be construed to limit any other right the County may have in the event of a default by the Licensee. If the Licensee shall fully and faithfully comply with all of the terms and conditions of this License, the security deposit, or any balance thereof, and all accrued interest to date shall be returned to the Licensee upon sixty (60) days of the expiration of this License and the removal of the Licensee and its property from the Licensed Premises.

16. **Non-collusion**: Licensee represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for Licensee to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Licensee) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this License Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this License Agreement immediately and without liability, and to recover, the full amount of any such License Fees as are then outstanding.

17. **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 Licensed Premises is granted by the County, except as expressly set forth herein. The Licensee's privilege to use and occupy any space assigned under this Agreement to it for the operation of this License shall continue only so long as the Licensee shall comply with each and every term and condition of this License and the County does not elect to terminate this License earlier.

18. **No Agent**: The parties agree that the Licensee and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, Licensee covenants and agrees that neither the Licensee nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit

thereof. Nothing herein contained shall create or be construed as creating a co-partnership or co-venture between the County and the Licensee or to constitute the Licensee as an agent of the County. The County and the Licensee each expressly disclaim the existence of such a relationship between them. The Licensee is an independent contractor and shall not hold itself out to be a County agent or employee, nor shall it or any of its officers, stockholders, or employees make any claim for any such benefit, including, without limitation, pension or disability claim.

19. **Risk of Operation**: The Licensee assumes all risks in the operation of this License, and shall provide at its sole cost and expense all necessary supervision, labor, appliances and equipment necessary for the conduct of its activities pursuant to this Agreement. The Licensee shall comply with any and all rules and regulations prescribed by the County for the operation of the Licensed Premises.

20. **Force Majeure**: Neither the County nor the Licensee shall be deemed in breach of this contract if it is prevented from performing any of its obligations hereunder by reason of acts of God, public enemy, superior government authority, floods, riots, or other similar events beyond its reasonable control. The party claiming under this provision must take all reasonable actions to mitigate the impact of such action.

21. **Bankruptcy**: If at any time during the term of this License, any petition in bankruptcy shall be filed by or against the Licensee or if the Licensee shall be adjudicated as bankrupt; or if a Receiver shall be appointed to take possession of the Licensee's property; or if the Licensee shall make any assignment for the benefit of creditors, this License shall, at the option of the County, immediately cease, terminate and expire. Nothing hereunder shall relieve the Licensee from any liability incurred under this License and the Licensee covenants and agrees to yield and deliver to the County possession of the Licensed Premises and equipment in promptly and in good condition on the date of the cessation of this License, whether such cessation be by termination, expiration or otherwise.

22. **Liens:** The Licensee will not create or permit to be created or to remain, and will discharge within thirty (30) days after notice of the filing thereof, any lien, encumbrance or charge (levied on account of any imposition, or any mechanic's, laborer's or materialmen's lien, or any mortgage, conditional sale, title retention agreement, security interest or otherwise) which may be or become a lien, encumbrance or charge upon the Licensed Premises or (including any apparatus, equipment or devices related to such installations), having priority over or parity with the estate, title, right and/or interest of the County in the Licensed Premises or such equipment. The failure of the Licensee to discharge such lien shall be a breach of this Agreement. In such event, the County, in addition to any other right or remedy available to it, may discharge the encumbrance in such manner as it may deem advisable and any and all costs incurred by the County including, without limitation, reasonable attorney's fees shall be charged to and paid by the Licensee as an additional license fee hereunder.

23. **Condemnation:** In the event that the Licensed Premises, or such a substantial part thereof so as to render impossible the operation of the License, is taken by eminent domain, this Agreement shall terminate on the date upon which title vests in the condemner and neither Licensee nor County shall have any liability to the other on account of such termination.

24. **Advertising:** Licensee shall not erect nor allow the erection of any signs, cards, or advertising in or on the Licensed Premises without obtaining the prior written approval of the Commissioner, and except in such areas as may be designated for such purpose.

25. **Security:** Except for security measures which the County chooses to provide, the Licensee shall be responsible for any security of the Licensed Premises. In no event shall the County be construed to be responsible, as bailee or otherwise, for any loss or damage to property on the Licensed Premises.

26. **Surrender of Premises:** Upon expiration or termination of this License, the Licensee shall surrender possession of the Licensed Premises to the County in good condition, normal wear and tear expected. The Licensee shall remove all equipment, appliances and other personal property from the Licensed Premises upon the expiration or other termination of this License and

shall repair any damage and restore the Licensed Premises to the condition existing on the date hereof, normal wear and tear expected.

27. **Notices**: 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 delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the County:

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

with a copy to:

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

To the Licensee:

Mr. Charles Licata  
Yonkers Model Railroad Club, Inc.,  
140 Truman Avenue  
Yonkers, New York 10703

28. **Schedules**. Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Licensee shall provide the County with a completed copy of each schedule. The Licensee agrees that the terms of each of these schedules has been accepted and agreed-to by the Licensee by virtue of its execution of this Agreement, and the Licensee represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule “D” — “Business Enterprises Owned and Controlled by Women or Persons of Color”

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule “E” — “Required Disclosure of Relationships to County”

In the event that any information provided in Schedule “E” must be changed during the term of this Agreement, the Licensee agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Licensee shall also have each approved subcontractor complete a separate Schedule “E” and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Licensee within ten (10) business days of such event and such information shall be forwarded by the Licensee to the County in the manner described above.

- 3.) Schedule “F” — “Criminal Background Disclosure”

This schedule is required pursuant to Executive Order No. 1-2008.

- 4.) Schedule “G” — “Certification Regarding Business Dealings with Northern Ireland”

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule “G”.

5.) Schedule "H" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans"

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law.

29. **Conflict of Interest:** The Licensee shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Licensee shall also use all reasonable means to avoid any appearance of impropriety.

30. **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 or reimbursement 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.

31. **Entire Agreement:** This Agreement 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.

In the event of any conflict between the term of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

32. **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 Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Licensee acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

33. **Choice of Law/Venue**: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same. The use of headings is for the convenience of the parties and are not deemed part of the Agreement.



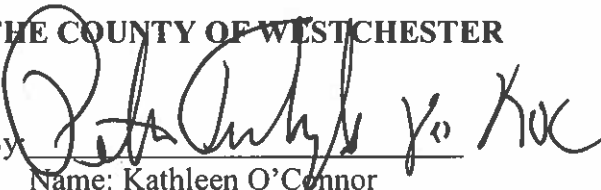
34. **Survival of Obligations**: The provisions of this License with respect to any obligation of the Licensee to pay any sum owing or to perform any act after the expiration or other termination of this License shall survive the expiration or other termination of this License.

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


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County of Westchester and the Licensee have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By:   
Name: Kathleen O'Connor  
Title: Commissioner of Parks, Recreation & Conservation

**YONKERS MODEL RAILROAD CLUB, INC.**

By:   
Name: Charles Licata  
Title: President

Approved by the Westchester County Board of Acquisition and Contract on the 23<sup>rd</sup> day of February, 2023 (Unique ID: 98628).

Approved:



Assistant County Attorney  
Westchester County

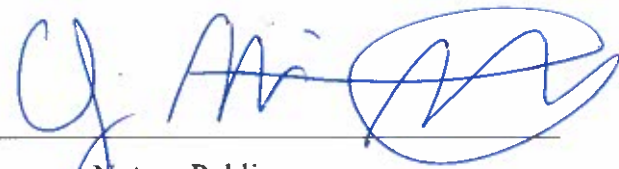
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**ACKNOWLEDGMENT**

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

On the 2<sup>nd</sup> day of August in the year 2023 before me, the undersigned, personally appeared Charles Licata, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

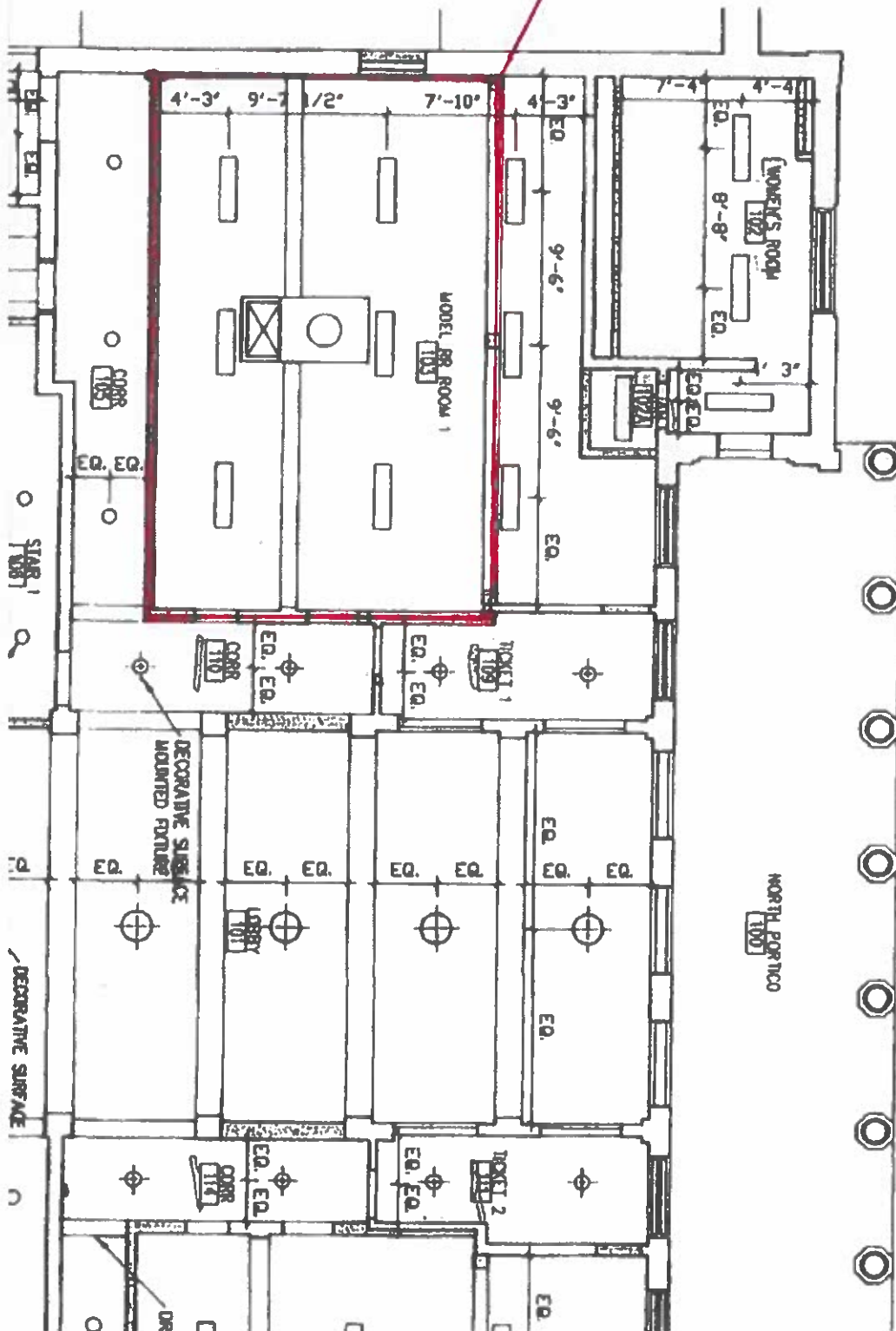
Date: 8/2/23

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

Gina M Buttacavoli  
Notary Public, State of New York  
Reg. No. 01BU0003080  
Qualified in Westchester County  
Commission Expires March 20, 2027

**SCHEDULE "A"**

## Licensed Areq



**SCHEDULE "B"**  
**Intentionally Omitted.**

## **SCHEDULE "C"**

### **STANDARD INSURANCE PROVISIONS**

#### **(Licensee)**

1. Prior to commencing work, and throughout the term of the Agreement, the Licensee 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. Licensee 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 Licensee 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 Licensee 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 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 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 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 Director.

In the event of any loss, if the Licensee 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 Licensee. Any available insurance proceeds

in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 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) Products (Food) and Completed Operations.
- (iv) Independent Contractor and Sub-contractor

- 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 Licensee 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 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 company, 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

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[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "E"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No X

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No X

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No X

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

[NO FURTHER TEXT ON THIS PAGE]

<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

## **SCHEDULE "F"**

### **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, Sublessees, 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.<sup>1</sup> Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

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

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<sup>1</sup> 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.

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 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 Officer<sup>2</sup>. 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.

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<sup>2</sup> 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(1)(a) of the Laws of Westchester County, the Purchasing Agent.



**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

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

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*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

## **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: \_\_\_\_\_

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked 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 as follows:

If none, check this box: ☒

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(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 as follows:

If none, check this box: ☒

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(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 executing this

Agreement, 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.**

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[NO FURTHER TEXT ON THIS PAGE]

## **SCHEDULE "G"**

### **CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of

completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

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[NO FURTHER TEXT ON THIS PAGE]

## **SCHEDULE "H"**

### **For Informational Purposes Only**

#### **QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

☒ No  
☐ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

☒ No  
☐ Yes

***If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.***

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[NO FURTHER TEXT ON THIS PAGE]