

THIS LICENSE AGREEMENT made this 9th day of December 2020 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

GIRL SCOUTS HEART OF THE HUDSON, INC. a not-for-profit corporation having an office and place of business at 2 Great Oak Lane, Pleasantville, New York 10570 (the "Licensee")

WITNESSETH:

WHEREAS, the Licensee desires to use the building and land located at 360 Parkview Avenue, Yonkers, New York 10710 which is also known as a portion of Parcel 54, Sheet 12 of the Bronx River Parkway Map in the City of Yonkers, New York (the "Property"); and

WHEREAS, the County is willing to allow such use of the Property for the benefit of the public.

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 license to use a portion of the Property as shown on the sketch attached hereto and made a part hereof as Schedule "A" ("Licensed Premises"). The Licensed Premises shall be used by the Licensee solely for recreational purposes subject to the terms, conditions and covenants herein.

2. **Term:** The term of this License shall commence on January 1, 2020 and terminate on December 31, 2024 (the "Term") unless terminated sooner as hereinafter provided. At the sole option of the County, the term may be renewed for an additional five (5) years.

3. **Consideration for License:** In consideration for the use of the Licensed Premises, the Licensee shall pay the County an annual license fee of Two Hundred (\$200.00) Dollars. In the event the County exercises its renewal option, the parties shall negotiate a license fee for the renewal term.

The license fee shall be paid upon execution of this License and thereafter on each anniversary date of the commencement date of the License and delivered to the County at the office of the Commissioner of Parks, 450 Saw Mill River Road, Ardsley, New York 10502 or at such other place designated by written notice from the County.

In addition to said license fee, Licensee shall be solely responsible for and shall pay and discharge, as an additional license fee, when due and payable, any and all real property assessments, water meter and sewer rents, utility charges and all other charges which may become due and payable with respect to the Licensed Premises during the Term.

4. **Maintenance and Repair.** The Licensee, at its sole cost and expense, shall keep the Licensed Premises and the fixtures and equipment thereon clean, safe and in good order and shall make all required repairs, all to the complete satisfaction of the Commissioner of Parks or his authorized designee (the "Commissioner"). The Licensee shall, at its own cost and expense, keep any and all refuse in closed containers and remove and dispose of same at least twice a week.

5. **Alterations.** Licensee shall not make any alterations, additions or improvements to the Licensed 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 Licensed Premises.

6. **Inspection.** The Commissioner or his authorized representative shall be entitled to enter the Licensed 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.

7. **Flammables.** The Licensee shall not use or store any explosives, toxic materials or flammables on or about the Licensed Premises.

8. **Personnel.** The Licensee shall manage the operations under this License personally or shall employ a manager to supervise and manage said operations. The Licensee shall employ a sufficient number of trained, knowledgeable personnel to insure the safe and proper operation under this License. The Licensee shall provide, and its employees shall wear, appropriate employee identification and/or uniforms.

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.

9. **Condemnation.** In the event that the Licensed Premises, or such a substantial part thereof so as to render impossible the operation of this License, are taken by eminent domain, this License 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.

10. **Fire Damage, Destruction.** In the event that, due to damage by fire or other casualty, the County elects to discontinue the operation of this License, this License 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 License shall continue in full force and effect and the Licensee, at its sole cost and expense, shall repair the

damage. Upon the failure of the Licensee to make such repairs, the County may repair such damage at the Licensee's cost and expense.

11. Termination. (a) The County, upon thirty (30) days written notice to the Licensee, may terminate this License, without cause, when it deems such termination to be in its best interest.

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

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

13. No Sales: Licensee shall not sell, offer for sale, nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Licensed Premises without the prior written consent of the Commissioner.

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

15. 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 excepted.

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

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

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

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

17. Notices: All notices of any nature referred to in this Agreement shall be in writing and sent by 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
County of Westchester
450 Saw Mill River Road
Ardsley, New York 10502

with a copy to:

County Attorney
Michaelian Office Building, 6th Floor
148 Martine Avenue
White Plains, New York 10601

To the Licensee:

Girl Scouts Heart of the Hudson, Inc.
2 Great Oak Lane
Pleasantville, New York 10570

18. Assignment: The Licensee shall not 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.

19. 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 the Licensed Premises 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.

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

21. 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 License, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

22. 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 "C".

23. Disclosure of County Relationships: In order to disclose any relationships with County officers or employees, the Licensee agrees to complete the form attached hereto as Schedule "D".

24. Criminal Background Disclosure: The Contractor agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "E".

25. 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.

26. Entire Agreement: This License 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.

27. Choice of Law/Venue: This License 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 License.

28. Approval: This License 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 Lease on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: 

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

GIRL SCOUTS HEART OF THE
HUDSON, INC.

By: 

(Name and title)

Authorized by Resolution of the Westchester ^{Board} ~~Board~~ of Acquisition and Contract on February 6, 2020.

Approved as to form and
manner of execution:

 3/17/2021

Associate  Assistant County Attorney
The County of Westchester
S/Vutera/PRC/78546/Girl Scouts license 2010.doc

LICENSEE ACKNOWLEDGMENT

(Corporation)

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

On this 9 day of December, 2020, before me personally came
Marie Rizer to me known, and known to me to be the
CEO of Girl Scouts Heart of the Hudson, Inc.
and which executed the within instrument, who being by me duly sworn did depose and say that he/she,
the said _____ resides at 2 Great Oak Lane Pleasantville, NY 10570
_____ and that he/she is _____ of said corporation and that he/she
signed his/her name thereto by like order.

Anne S Chau

Notary Public

ANNE S. CHAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6279443
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES APRIL 3, 2021

CERTIFICATE OF AUTHORITY
(LICENSEE)

I, Hada L. Reed
(Officer other than officer signing contract)

certify that I am the Chief Operating Officer of Girl Scouts Heart of the Hudson, Inc.
(Title)

(the "Licensee")

a 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
(Person executing agreement)

who signed said agreement on behalf of the Licensee was, at the time of execution
Chief Executive Officer
(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 Board of Directors, thereunto duly authorized and that such authority is in full force
and effect at the date hereof.


(Signature)

STATE OF New York)
COUNTY OF Westchester) ss.:

On this 10 day of March, ²⁰²¹~~2020~~, before me personally came
Hada L. Reed, whose signature appears above, to me known, and known to me to be the Chief
Operating Officer of Girl Scouts Heart of the Hudson, Inc., the Licensee described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
Girl Scouts Heart of the Hudson, Inc. of said Licensee resides at 2 Great Oak Lane, Pleasantville, NY
10570 and that he/she signed his/her name hereto by order of the Board of Directors of said Licensee.


Notary Public Westchester
County

ANNE S. CHAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6279443
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES APRIL 8, 2025

SCHEDULE "A"

LICENSED PREMISES

[to be attached]

Schedule "A"

PARK VIEW

RIVER

LICENSED
AREA

100' 150'

PARKWAY

RIVER

BRONX

COLONIAL
AVE.

SCARSDALE

SKETCH SHOWING AREA LICENSED
POST ROADS GIRL SCOUTS, IN
PART OF PARCEL 5A SHEET 12,
BRONX RIVER PARKWAY

SCHEDULE "B"

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

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

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

(iii) Non-owned automobiles.

3. All policies of the 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 "C"

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

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 Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color 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 American; or (d) 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.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) 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.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or 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.

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

☐ No
☐ Yes (as a business owned and controlled by persons of color)
☒ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

X No
____ Yes (as a MBE)
____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

X No
____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: Marie Reger

Marie Reger

Name:

Title:

Date:

CEO

December 9, 2020

Anne S. Chau

Notary Public

ANNE S. CHAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6279443
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES APRIL 8, 2021

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County Licensee must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Licensee:

(To be filled in by Licensee)

Girl Scouts Heart of the Hudson, Inc.

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No X

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Licensee, are you or your spouse, an officer or employee of the County?

Yes _____ No X

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

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

- i. His/her spouse, children and dependents, except a contract of employment with the county;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;

iii. A corporation of which such officer or employee is an officer, director or employee;
and

iv. A corporation of which more than five (5) percent of the outstanding capital stock
is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an interest in the Licensee or in any
subcontractor that will be used for this contract?

Yes _____ No X

If yes, please provide details: _____

Authorized Company Official shall sign below and type
or print information below the signature line:

Marie Reger

Name: Marie Reger

Title: CEO

Date: 12/9/2020

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, 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.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

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.

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.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: Girl Scouts Heart of the Hudson 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, Marie Reger, 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. _____
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. _____
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.

Signature: _____

Name: _____

Title: _____

Date: _____

Anne S Chau

Notary Public

December 9, 2006

Date

ANNE S. CHAU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6279443
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES APRIL 8, 2021

Noe, Rachel

From: Noe, Rachel
Sent: Wednesday, February 3, 2021 10:32 AM
To: Condon, John
Subject: RE: Girls Scouts Heart of the Hudson Inc. License Agreement
Attachments: Certificate of Authority.doc

John,

I received the executed license agreement with Girl Scouts Heart of the Hudson Inc.

I am unable to sign off.

The certificate of authority was not properly completed.

An officer of Girl Scouts Heart of the Hudson, Inc. other than Marie Reger has to complete and sign the Certificate of Authority in front of notary public.

Please have the attached form completed, email it to me and I will insert it into the agreement.

Thank you,
Rachel

Rachel A. Noe
Senior Assistant County Attorney
Westchester County Attorney's Office
Contracts & Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, N.Y. 10601
ranc@westchestergov.com
T: (914)995-1939 F: (914) 995-2495

Westchester County wants to be able to contact you in an emergency. Sign up at www.westchestergov.com

This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual, individuals or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

From: Noe, Rachel
Sent: Tuesday, August 25, 2020 8:48 AM
To: Condon, John <jmcc@westchestergov.com>
Subject: Girls Scouts Heart of the Hudson Inc. License Agreement

John,
The attached license agreement that you emailed to me is fine.
Regards,
Rachel

Rachel A. Noe
Senior Assistant County Attorney
Westchester County Attorney's Office
Contracts & Real Estate Bureau