

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made

this 21st day of December 2022, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation organized and existing under the laws of the State of New York having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

RECREATIONAL EQUIPMENT, INC., a domestic business corporation established under the laws of the State of Washington, having its principal place of business at 1700 45th St East Sumner, Washington 98352 (hereinafter referred to as the “Licensee” or “REI”)

WITNESSETH:

WHEREAS, the County is the owner of several parks and recreational facilities in Westchester County, New York; and

WHEREAS, the County desires to provide and the Licensee desires to obtain a license from the County for the use of certain parks and recreational facilities for the purpose of conducting certain approved educational and recreational programs and outdoor activities for the benefit of the public.

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

ARTICLE ONE - LICENSE GRANTED.

Section 1.0. The County hereby grants to the Licensee, and the Licensee hereby accepts from the County, a non-exclusive license to utilize certain County recreational parks and facilities, as more particularly outlined in Schedule “A”, which schedule is attached hereto and forms a part of this Agreement (hereinafter collectively the “Licensed Premises”), for the limited purpose of conducting certain approved educational recreational programs and outdoor activities for the benefit of the public (the “Programs”), as more particularly set forth in Schedule “A”. Additional programs, activities and locations may be added to the list of Schedule “A,” only with the prior written approval of the Commissioner. These additional programs may include, but are not limited

to, snowshoeing, cross country skiing, winter navigation, four season hikes, wilderness survival/winter skills, winter camping and winter overnight backpacking.

Water Sports: The Licensee shall provide kayak or other boat tours guided by an employee of the Licensee experienced in kayak /boat safety and use, and in the event that individual kayaks/boats are being used/rented without an experienced guide, the Licensee shall at all times assure that an employee experienced in kayak/boat safety and use, will be on the water in a kayak/boat assuring that the rented kayaks/boats are being operated in a safe manner and within a safe distance of the Licensed Premises consistent with Licensee's then current course curriculum and with current industry standards. Licensee further agrees that at all times while the recreational program/tour is being conducted/open for business, there will be two persons on staff at all times in visual contact with each individually used/rented kayak/boat and in radio contact with the employee on the water or guide, as the case may be. The Licensee shall instruct each individual using a kayak or other vessel orally how to safely navigate and operate the craft, as to safety procedures for stormy weather and other water hazards such as currents, sand bars, rocks etc., and as to the risks and hazards involved in operating a kayak or other vessel. The Licensee shall also require that each person using the kayak/boat shall wear at all times a life preserver, to be supplied by the Licensee and complying with U.S. Coast Guard regulations. The Licensee shall also provide each customer with a distress whistle, approved for water use. All printed materials required above are to be submitted to the Commissioner and may only be utilized upon the prior written approval of the Commissioner.

In addition to the foregoing, the Licensee shall, prior to June 15, meet with the Marine Unit from the Westchester County Department of Public Safety, the U.S. Coast Guard or other appropriate agency, to advise of the Licensee's operation including schedules, and to review and coordinate emergency procedures for Licensee's operation.

The Licensee shall obtain and keep in working condition at all times, a marine forecast radio in order to be informed of weather and marine conditions on the Hudson River and Long Island Sound.

The Licensee shall agree to refrain from offering any food and/or beverage, either for sale or at no cost when onsite vendors are available. When vendors are not on premise, Licensee is permitted to bring in food for participants. In addition, the Licensee shall not allow any outside vendor(s) or concession(s) onto the Premises to offer any food and/or beverage, either for sale or at no cost. Only the concession licensed to do business in the Licensed Premises has the right to sell food and beverages.

ARTICLE TWO - TERM.

Section 2.0. The term of the License will commence on January 1, 2023 and expire on December 31, 2023, unless terminated sooner as provided herein.

The Licensee will have access to the Licensed Premises for the purpose of conducting the Programs on the specific dates and times approved in writing in advance by the Commissioner of Parks, Recreation and Conservation or her authorized designee (hereinafter the "Commissioner").

ARTICLE THREE - LICENSE FEE/CONSIDERATION.

Section 3.0. As consideration for the granting of this License, Licensee shall provide to the County an annual License Fee consisting of the following:

- a. REI shall provide an annual license fee in the amount of \$2,000.00. License Fees shall be paid to the County without notice or demand and without abatement, deduction or set off which shall be due and payable on December 1, 2023.
- b. As an additional License Fee, REI will donate five North Face Denali Fleece or comparable REI branded jackets at a total estimated retail value of \$895.00 to be used for the recognition of exceptional employees for the PRC Conference in 2023.

Section 3.1. The County shall provide the following:

1. Work with REI to cross-promote the educational recreational programs and outdoor activities to be made available to the public pursuant to this License to REI's members and customers as well as park visitors. REI and PRC will undertake joint-marketing efforts that include, but are not limited to: the development of collateral materials such as flyers and course schedules; in-store and in-park promotions; website content; customer and visitor communications; social media; special events and public relations activities.

Section 3.2. Licensee shall provide the following at its own cost and expense:

- 1) Obtain all required licenses and permits from local, state or federal authorities regarding the operation of all Programs and remain in good standing without violations;
- 2) All necessary supervision, labor, appliance, gear, equipment, instructors and staff in connection with the Programs;
- 3) Licensee shall bring all equipment, including, but not limited to, kayaks, bicycles, canoes onto the Licensed Premises on a daily basis and shall not store, keep or maintain any equipment or materials on the Licensed Premises unless there is an activity/Program currently in progress. Any and all equipment and materials shall be removed from the Licensed Premises each day.
- 4) Program marketing to promote the Programs. All marketing materials must be submitted in advance for County written approval;
- 5) Registration services for all Programs. Class capacity will be no more than twelve (12) participants;
- 6) Licensee and Program participants shall be subject to all County parking fees and park regulations in effect during the term of this License Agreement;
- 7) Licensee and Program participants shall be subject to all County park regulations in

- effect during the term of this License Agreement;
- 8) Licensee shall ensure that Participant lists are submitted in advance to PRC;
 - 9) Licensee will return all of the Park facilities used by Licensee to the condition in which they existed prior to their being used by Licensee, immediately upon the conclusion of each Program.

PERSONNEL: The Licensee shall manage the operations under this License personally and shall be on site at the Licensed Premises during the hours of operation or shall employ a REI Certified Instructor approved by the Commissioner to supervise and manage said operations. Absence of the REI Certified Instructor from the Licensed Premises during Program must be reported to the Commissioner. Licensee shall employ a sufficient number of trained, knowledgeable personnel to insure the safe and proper operation of this License.

Outdoor Programs Market Manager – Tri-State, is represented by Licensee as the person who will manage the Programs hereunder. The services of said manager are integral part of this Agreement. Only the REI Certified Instructors, whose names have been submitted to the Commissioner shall conduct the programs contemplated herein. Licensee shall provide, and its employees shall wear, appropriate employee identification and uniforms (including footwear and headgear). The Commissioner, at her sole discretion, may require that Licensee provide new uniforms to Licensee employees on an annual basis or sooner, if in the Commissioner's opinion they are required.

Section 3.3. The sale or distribution of alcoholic beverages on the Licensed Premises is strictly prohibited. The Licensee shall take all actions necessary to insure that concessionaires and attendees of the Programs abide by this requirement.

In addition to and not in limitation of Article "4", the Licensee agrees to indemnify and hold harmless the County, its officers, employees and agents 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, concessionaires or third parties under the direction or control of the Licensee, in relation to the sale or distribution of alcoholic beverages. The Licensee further agrees 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 the sale or distribution of alcoholic beverages and to bear all other costs and expenses related thereto.

ARTICLE FOUR - INSURANCE AND INDEMNIFICATION.

Section 4.0. 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. **Proof of Insurance must reflect that coverage is provided for all Programs and activities as described on Schedule "A" and any other activities to be conducted on the Licensed Premises. In addition to the insurance requirements on Schedule "B", Licensee must provide proof of Participant Accident Insurance**

with minimum limits of \$10,000. 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.

ARTICLE FIVE – QUALITY AND PRICE.

Section 5.0. The Licensee warrants that all services and/or merchandise shall be made available to the public at commercially reasonable prices and further warrants that such goods shall be of first quality and fit for the particular use intended. The Licensee shall submit to the Commissioner for review and approval a schedule containing the Programs to be offered for sale and the prices to be charged therefore.

ARTICLE SIX- IMPROVEMENTS.

Section 6.0. The Licensee shall not make any alterations, additions or improvements to the Licensed Premises without the prior written approval of the County. All such alterations, additions and improvements shall be made at the Licensee's sole cost and expense and shall, only as regards additions and improvements permanently affixed to the Licensed Premises by Licensee, immediately become the property of the County upon their annexation to the property.

ARTICLE SEVEN - REPAIRS AND MAINTENANCE.

Section 7.0. The Licensee shall maintain the Licensed Premises in a good and safe condition and shall make all necessary repairs thereto resulting from Licensee's activities (interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen) in a thoroughly workmanlike manner and to the satisfaction of the Commissioner or her designee. Licensee shall put all refuse in trash receptacles at the close of each event and keep the Licensed Premises free and clear of refuse.

ARTICLE EIGHT – FLAMMABLES.

Section 8.0. Licensee shall not use, store or dispose at the Licensed Premises any benzene, naphtha or like substances, toxic materials, or any other substances, matter, compound or thing prohibited in the standard policies of fire insurance issued by fire insurance carriers licensed to do business in New York State. Licensee shall comply with all provisions of the fire code and comply with any additional requirements of the Westchester County Fire Inspector. Licensee shall be permitted to use propane and other fuel for camping stoves only in such amounts as needed for that purpose and only in proper containers and equipment. All such containers and equipment shall be removed immediately from the Licensed Premises at the conclusion of the Program.

ARTICLE NINE – FIRE, DAMAGE, DESTRUCTION.

Section 9.0. In the event the Licensed Premises or any building or structure thereon, become unfit for use or occupancy due to damage by fire or other casualty, 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 and return the Licensed Premises to the condition existing at the commencement of the term hereof. Upon failure of the Licensee to make such repairs, the County may, in cooperation with Licensee, repair such damage and return the Licensed Premises to the condition existing at the commencement of the term of the License at the Licensee's cost and expense.

ARTICLE TEN – TRADEMARKS .

Section 10.0. During the Term of this Agreement, the parties grant each other a personal, limited, non-transferable and non-exclusive license to use the trademarks, trade names, service marks, logos and symbols ("Trademarks") of the other party solely in connection with the promotion, advertising or publicity of this Agreement. Any use of by one party of the other party's Trademarks requires the owning party's prior written consent. Each party recognizes the value of the goodwill associated with the Trademarks of the other party and acknowledges that all rights therein belong exclusively to the party that owns such Trademarks. Neither party has acquired and shall not acquire any right, title or interest in any of the other party's Trademarks. The Licensee shall keep accurate books and records of its business operations hereunder in accordance with generally accepted accounting principles and in a manner acceptable to the County. The County shall have the right to audit such books and records or to inspect the management and operation of the Programs by Licensee. The Licensee agrees to submit to the Commissioner within 30 days of the end of the contract term, a statement of gross receipts for such contract year, stating gross receipts derived from the operation of this License. Said statement must be prepared by REI's Finance Department and shall be submitted to the Commissioner within thirty (30) days of the expiration of such contract year. Failure to submit an audited statement of gross receipts or to comply with the terms of this Paragraph shall be deemed a material breach of this License.

ARTICLE ELEVEN - TERMINATION.

Section 11.0. (a) Either party, upon thirty (30) days prior written notice to the other party, may terminate this License in whole or in part or at any time without cause. County, upon thirty (30) days prior written notice, may terminate this License in whole or in part when the County deems it to be in its best interest.

(b) In the event the Commissioner determines that there has been a material breach by the Licensee of any of the terms of this License and such breach remains uncured for twenty (20) days after service on the Licensee of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this License and the County shall have the right, power and authority to complete the services 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 by the Licensee. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Licensee, repeated breaches by Licensee of any particular duty or obligation under this License shall be deemed a material breach of this License justifying termination for cause hereunder without requirement for further opportunity to cure in which event notice shall be effective on the date of receipt.

ARTICLE TWELVE - RIGHT OF ENTRY.

Section 12.0. The County reserves the right to enter the Licensed Premises at all reasonable times for any and all purposes, including but not limited to, inspection, observation or to monitor any aspect of the Licensee's operations at the Licensed Premises or for any other lawful purpose. Licensee shall permit inspection of same by any federal, state, county or municipal officer having jurisdiction. Licensee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection only insofar as Licensee's Programs do not comply with such federal, state or county rules and regulations.

ARTICLE THIRTEEN - LIENS.

Section 13.0. If any person, firm, corporation files a notice of lien regarding the Licensed Premises the Licensee agrees to initiate procedures to cause the discharge of same within fifteen (15) days of the County's receipt of written notice thereof and the failure of Licensee to initiate such procedures shall be a breach of this License. In such event the County, in addition to any other right or remedy to which it is entitled may, without further notice, cause such lien to be discharged in such manner as it may deem advisable in its sole discretion, and any and all costs incurred shall be assessed against and paid by the Licensee.

ARTICLE FOURTEEN - CONDEMNATION.

Section 14.0. In the event the Licensed Premises, or such a substantial portion thereof, are taken by eminent domain so as to render impossible the operation of this License, this License shall terminate on the date which title vests in the condemnor and neither party shall have any liability to the other on account of such termination.

ARTICLE FIFTEEN - COMPLIANCE WITH ALL LAWS/CONFLICT OF INTEREST.

Section 15.0. Both parties shall, in connection with the performance of this License comply with all federal, state and local laws and regulations and orders, including but not limited to the Labor Law, Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, Public Health 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 and any other applicable federal, state or local rules and regulations and all amendments and additions thereto affecting Licensee's use of the Licensed Premises. The Licensee shall comply with all Westchester County Executive Orders and Westchester County Parks, Rules and Regulations. The Licensee shall obtain and any and all permits, licenses, certificates and authorizations from governmental authorities that are required for the lawful operation of the Programs. The Licensee assumes all risks in connection with the operation of the Programs. The Licensee shall comply with the County's prohibition of Styrofoam disposable products in all Westchester County facilities, including all concessions. This includes, but is not limited to, disposable cups, plates and "clamshell" boxes for take-out use. The Licensee shall ensure compliance with the Styrofoam prohibition by all groups utilizing the County facility under this License.

Pursuant to Westchester County Executive Order 6 of 2007, the Licensee shall ensure that the groups who participate at events will not sell or distribute any toys, jewelry or other similar items intended for use by children under the age of six unless such items are lead free.

The Licensee shall ensure that all of its employees and agents comply with the parking rules of the County and park their vehicles only in areas designated for parking by the Commissioner. Any vehicles parked in an unauthorized area may be towed at the owner's risk and expense.

Section 15.1. Licensee assumes all risks in connection with its providing the Programs. Both parties, at their respective and sole cost and expense, shall procure and maintain in full force and effect for the term of this License all permits, licenses, certificates and authorizations from governmental authorities having jurisdiction as are or may from time to time be required for the lawful operation of this License.

Section 15.2. 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.

ARTICLE SIXTEEN - ROYALTIES.

Section 16.0. The Licensee shall assume all costs arising from Licensee's use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used by Licensee in the operation of this License. The Licensee hereby covenants and agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any, music, either live or recorded, or licenses, upon or within the Licensed Premises resulting from Licensee's Programs. The Licensee agrees to hold harmless the

County, its officers, employees and agents, against any and all such claims and charges and to defend any and all such claims and charges. The Licensee further agrees to indemnify and hold harmless the County, its officers, employees and agents, from all demands, costs and expenses arising from the use of any patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, its officers, employees, agents, contractors and/or invitees, in connection with this License.

ARTICLE SEVENTEEN - NON-DISCRIMINATION.

Section 17.0. The Licensee expressly agrees that neither it nor any officer, employee, agent, contractor, 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. 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.

ARTICLE EIGHTEEN - ASSIGNMENT.

Section 18.0. Any purported delegation of duties or assignment of rights under this License without the prior express written consent of the County is void. The Licensee shall not subcontract any part of the work without the written consent of the County. All approved subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-Licensee shall be deemed work performed by the Licensee. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Licensee. The Licensee shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Licensee shall include provisions in its subcontracts designed to ensure that the Licensee and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Licensee shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Licensee or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

ARTICLE NINETEEN - BANKRUPTCY.

Section 19.0. Unless otherwise agreed to by the County, this License shall immediately cease, terminate and expire and the County shall have no liability to either Licensee whatsoever if at any time during the term of this License: 1) any petition in bankruptcy shall be filed by or

against the Licensee; or 2) Licensee shall be adjudicated as bankrupt; 3) a Receiver shall be appointed by any court of competent jurisdiction to take possession of Licensee's property or; 4) Licensee shall make any assignment for the benefit of creditors. Nothing hereunder shall relieve Licensee from any liability incurred under this License and Licensee covenants and agrees to yield and deliver peaceably to the County possession of any space occupied by Licensee hereunder promptly and in good condition on the date of the cessation of this License, whether such cessation is by termination, expiration or otherwise.

ARTICLE TWENTY – NO WAIVER.

Section 20.0. The failure of the County or Licensee to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party of any provision hereof shall be implied. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which either party may be entitled.

ARTICLE TWENTY-ONE - NOTICES.

Section 21.0. All notices of any nature referred to in this License shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner of Parks, Recreation & Conservation
 450 Saw Mill River Road
 Ardsley, New York 10502

with a copy to the: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

To the Licensee: Recreational Equipment Inc.
 Attn: Legal Department
 1700 45th Street East Suite 101
 Sumner, Washington 98352

or other such addresses as either party may hereinafter designate by notice.

ARTICLE TWENTY-TWO - CONDITION AND SURRENDER OF LICENSED PREMISES.

Section 22.0. Except for the services provided by the County as specified herein, the Licensee assumes all responsibility and all risks of operation and shall provide at its sole cost and expense all necessary supervision, labor, appliances and equipment necessary for the conduct of its activities on County property pursuant to this License Agreement. Except as expressly set forth herein, the Licensee shall remove all equipment, appliances and other personal property from the Licensed Premises immediately upon the expiration or other termination of this License Agreement and, with the exception of what constitutes normal wear during fair weather conditions as determined by the Commissioner, shall immediately repair any damage and restore the Licensed Premises to the condition existing on the date hereof. In the event Licensee fails to remove any of its personal property at the expiration of termination of this License, such property shall be deemed abandoned and the Commissioner may remove such property at Licensee's sole cost and expense.

Section 22.1. 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. The Licensee further acknowledges that it has made an inspection of the Licensed Premises and relies solely upon such inspection and that it has found the Licensed Premises to be suitable for purposes of this License.

ARTICLE TWENTY-THREE - PROMOTION.

Section 23.0. Licensee shall not erect, install, place or use at the Licensed Premises any advertising or promotional device designed to attract attention to Licensee as a business entity or otherwise, including, but not limited to signs and electronic or radio loudspeakers without obtaining the prior written consent of the Commissioner. County acknowledges and agrees that REI has a "No Publicity" policy regarding this Agreement and its content.

ARTICLE TWENTY-FOUR - SCHEDULES.

Section 24.0 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 "C" — "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 “D” — “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 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 “E” — “Criminal Background Disclosure”

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

4.) Schedule “F” — “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 “F”.

5.) Schedule “G” — “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.

ARTICLE TWENTY-FIVE - MISCELLANEOUS.

Section 25.0. The County and the Licensee each represent and warrant to the other that no broker or finder has been concerned with or involved in the introduction of the parties or the negotiation of this License, and that no broker or finder is, or may be, entitled to any commissions relating to or in connection with this License.

Section 25.1. It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and that Licensee's privilege to use, occupy and remain in possession of any space assigned to it for the operation of this License shall continue only so long as Licensee shall faithfully and properly comply with each and every term and condition of this License Agreement.

Section 25.2. This License Agreement shall not be construed as to make either the County or the Licensee an agent of, or in a joint venture with, the other. Both parties expressly disclaim any intention to enter into such agency or joint venture and the parties agree that they shall so operate as not to act or purport to act on behalf of the other party.

Section 25.3. This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. Any additional, ambiguous or conflicting terms and conditions contained in any other documents are expressly rejected and will be excluded from the interpretation and enforcement of this License. The License 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.

Section 25.4. All representations, obligations, warranties, indemnities, rights and remedies shall survive termination or expiration of this License Agreement.

Section 25.5. 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.

Section 25.6. 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 for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

Section 25.7. If there is a conflict among the terms of this License and any of its attachments, the terms of this License shall prevail.

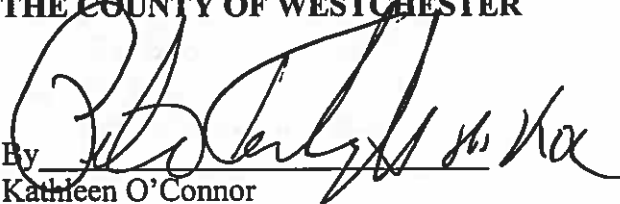
Section 25.8. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, 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.

Section 25.9. This License Agreement shall not be enforceable until signed by both parties and approved as to form and manner of execution by the office of the County Attorney.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

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


THE COUNTY OF WESTCHESTER

By 
Kathleen O'Connor
Commissioner of Parks, Recreation and
Conservation

RECREATIONAL EQUIPMENT, INC.

By 
Mark Seidl
DVP, Integrated Digital

Approved:

 02.13.2023
Assistant County Attorney,
The County of Westchester
REI Agreement with COW 2023.cmc.12.13.2022

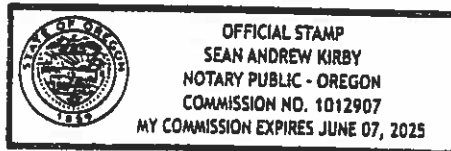
ACKNOWLEDGEMENT

STATE OF Oregon)
COUNTY OF Deschutes) ss.:

On the 24th day of January in the year 2023, before me, the undersigned, personally appeared Mark Seidl, 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: 1/24/2023

Sean Andrew Kirby
Notary Public



RPL § 309-a; NY CPLR § 4538

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, CURTIS KOPF, certify that I am the Senior Vice President, Chief Experience Officer of **RECREATIONAL EQUIPMENT, INC.**, a corporation duly organized and in good standing under the Washington Business Corporation Act (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement;

that MARK SEIDL, who signed said agreement on behalf of **RECREATIONAL EQUIPMENT, INC.** was, at the time of execution **DVP, Integrated Digital Experiences** of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Curtis Kopf
Senior Vice President
Chief Experience Officer

STATE OF _____)

SS.:

COUNTY OF _____

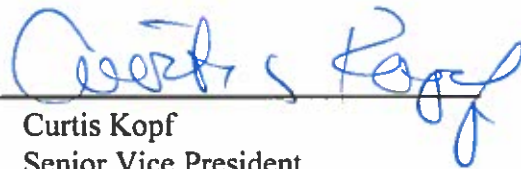
On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgement

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, CURTIS KOPF, certify that I am the Senior Vice President, Chief Experience Officer of **RECREATIONAL EQUIPMENT, INC.**, a corporation duly organized and in good standing under the Washington Business Corporation Act (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement;

that MARK SEIDL, who signed said agreement on behalf of **RECREATIONAL EQUIPMENT, INC.** was, at the time of execution **DVP, Integrated Digital Experiences** of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.



Curtis Kopf
Senior Vice President
Chief Experience Officer

STATE OF Washington
ss.:
COUNTY OF King

On the 21st day of January in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Curtis Kopf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.



Signature and Office of individual
taking acknowledgement



SCHEDULE "A"

MAP OF LICENSED PREMISES AND ACTIVITY LIST

VENUE	ACTIVITY
South County Trailway Yonkers to Elmsford	<ul style="list-style-type: none">• Bike Touring
Sprain Ridge Park 149 Jackson Avenue Yonkers, NY 10705	<ul style="list-style-type: none">▪ Mountain Biking▪ Hiking▪ Navigation
Graham Hills Park Route 117 Pleasantville, NY	<ul style="list-style-type: none">▪ Mountain Biking
Blue Mountain Reservation 45 Welcher Avenue Peekskill, NY 10566	<ul style="list-style-type: none">▪ Mountain Biking▪ Hiking▪ Navigation▪ Wilderness First Aid
Ward Pound Ridge Reservation Rte. 35 and 121 South Cross River, NY 10518	<ul style="list-style-type: none">▪ Hiking▪ Moonlight Hiking▪ Navigation▪ Backpacking▪ Camping
Merestead Park 455 Bryam Lake Road Mt. Kisco, NY 10549	<ul style="list-style-type: none">▪ Hiking▪ Navigation
Mountain Lakes Park Route 1 Hawley Road North Salem, NY 10560	<ul style="list-style-type: none">▪ Weekend training programs
George's Island Dutch St, Montrose, NY 10548	<ul style="list-style-type: none">▪ Paddling▪ Learn to Bike Ride
Ridge Road Park 287 Ridge Rd, Hartsdale, NY 10530	<ul style="list-style-type: none">▪ Learn to Bike Ride

VENUE	ACTIVITY
North County Trailway Mount Pleasant to Putnam County Line	▪ Bike Touring

We will discuss winter course additions and appropriate locations for the following:

- 1) Snowshoeing
- 2) 4 Season Hikes
- 3) Wilderness Survival Winter Skills
- 4) Winter Camping & Winter Overnight Backpacking
- 5) Wampus Pond as Potential Alternative if George's Island becomes unavailable for paddling.

These courses can be offered at any destination at which we have delineated "Hiking", "Camping" or "Navigation" but we will follow up with discussions to finalize the Park – to – course assortment.

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 Licensee and Sub-Licensee.
 - 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.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties :

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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 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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "D"

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**¹ 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]

¹ "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 "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, 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 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.

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.

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 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.

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(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.

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.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "F"

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.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "G"

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?

 X No
 Yes

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

 X 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.

[NO FURTHER TEXT ON THIS PAGE]