

THIS SECOND AMENDMENT is made this 11 day of July, 2018 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

WESTCHESTER PARKS FOUNDATION, INC., a not-for-profit corporation, having an office and principal place of business at 155 Lafayette Avenue, Suite 101, North White Plains, New York 10603 (hereinafter referred to as the "Licensee")

WITNESSETH:

WHEREAS, the County and the Licensee entered into an agreement, dated October 28, 2013, for the Licensee's use of office space at 450 Saw Mill River Road, Ardsley, New York and for the Licensee to provide cultural, educational, leisure time and other programs and activities on behalf of the Department of Parks, Recreation and Conservation (the "Agreement"); and

WHEREAS, the County and the Licensee entered into a first amendment to the Agreement, dated on or about June 1, 2016, whereby the parties agreed to change the name of the Licensee from "Friends of Westchester County Parks, Inc." to "Westchester Parks Foundation, Inc." (the "First Amendment"); and

WHEREAS, the Agreement, as amended by the First Amendment, was for a term of five (5) years from October 1, 2013 through September 30, 2018 with the County having the sole option to renew for an additional five (5) year term; and

WHEREAS, the Agreement and First Amendment are hereinafter referred to collectively as the "Agreement"; and

WHEREAS, the County wishes to exercise its option to renew the Agreement for an additional five (5) year term according to the terms set forth herein

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

1. **Description:** For the renewal term of October 1, 2018 and through September 30, 2023 , Paragraph 1 of the Agreement is hereby amended as follows:

Delete:

Schedule "A"

And insert in its place:

Schedule "A-1", which is attached here to and made a part hereof.

Delete:

350 square feet

And insert in its place:

180 square feet

Delete:

Three (3) office sets

And insert in its place:

Two (2) office sets

Delete:

Three (3) data ports

And insert in its place:

Two (2) data ports

Delete

Three (3) telephone lines

And insert in its place:

Two (2) telephone lines

Delete:

Three (3) telephones

And insert in its place:

Two (2) telephones

2. **Term:** Paragraph 3 of the Agreement is amended to add at the end of the Paragraph 3 the following:

“The Agreement shall be extended for the renewal term, which shall be an additional five (5) year period commencing on October 1, 2018 and terminating on September 30, 2023.

3. **Consideration:** Paragraph 4 of the Agreement is deleted in its entirety and the following substituted in its place:

In consideration for Licensee’s use of the Premises, the Licensee shall pay the County an annual fee of \$100.00, as well as donate all net proceeds of its fund raising activities to fund Licensee’s other licensed activities on behalf of the Westchester County Department of Parks, Recreation and Conservation.

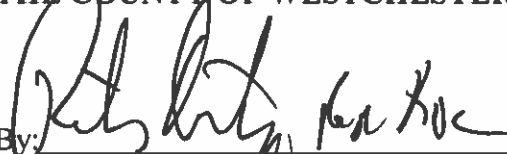
4. **Insurance:** For the renewal term of October 1, 2018 through September 30, 2023, paragraph 17 of the Agreement is amended to delete Schedule “C” and insert in its place Schedule “B”, which is attached hereto and made a part hereof. Licensee shall provide County with proof of insurance that is required by Schedule “B” for the renewal term.

5. **Full Force and Effect.** Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

6. **Approval.** This Second Amendment shall not be enforceable until it is signed by both parties, approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER


By: _____

Kathleen M. O'Connor, Commissioner
Parks, Recreation and Conservation

WESTCHESTER PARKS FOUNDATION, INC.


By: _____

(Name and Title)

Joseph Stort
Executive Director

The foregoing Agreement was authorized by the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the 5th day of April, 2018.

Approved as to form and
manner of execution:

 7/24/18

Assistant County Attorney

The County of Westchester

S:\Con\NOE\PRC\West Parks Foundation Second Amendment

LICENSEE ACKNOWLEDGMENT

(Corporation)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this 11 day of July, 2018, before me personally came Joseph Stout
to me known, and known to me to be the EXECUTIVE DIRECTOR of
WESTCHESTER PARKS Foundation, Inc. the corporation described in and which executed the within instrument,
who being by me duly sworn did depose and say that he/she, the said EXECUTIVE DIRECTOR
resides at 110 ELLSWORTH AVE, HARRISON NY and that he/she is EXECUTIVE DIRECTOR of said
corporation and that he/she signed his/her name thereto by like order.

Leslie A. King
Notary Public

LESLIE A. KING
NOTARY PUBLIC - STATE OF NEW YORK
No. 01K16261714
Qualified in Westchester County
My Commission Expires May 14, 2020

LICENSEE ACKNOWLEDGMENT

(Individual)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2018 before me personally came _____
to me known, and known to me to be the same person described in and who executed the
within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein
mentioned and, if operating under any trade name, that the certificate required by the New York State General
Business Law, Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

LICENSEE ACKNOWLEDGMENT

(Co-Partnership)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2016, before me personally came _____
to me known, and known to me to be a member of the firm of _____
and the person described in, and who executed the within instrument in behalf of said
firm, and he/she acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for
the purposes herein mentioned and that the certificate required by the New York State General Business Law
Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY
(LICENSEE)

I, Christine La Porta,
(Officer other than officer signing contract)

certify that I am the Deputy Executive Director of
(Title)
the Westchester Parks Foundation, Inc
(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
Joseph Stout
(Person executing agreement)

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

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

Christine La Porta
(Signature)

STATE OF _____)
COUNTY OF _____) ss.:

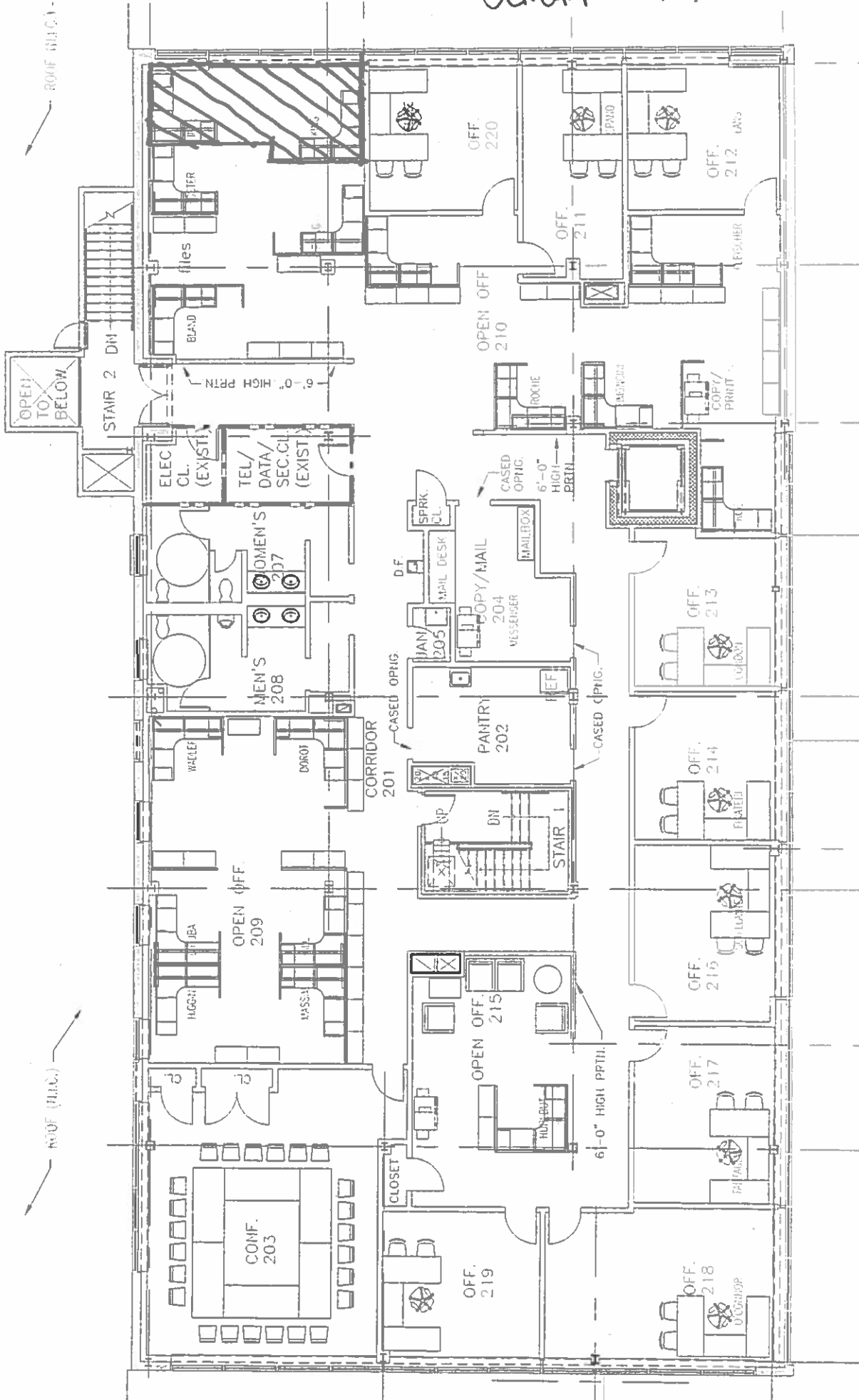
On this 11 day of July, 2018 before me personally came
CHRISTINE LA PORTA, whose signature appears above, to me known,
and known to me to be the Deputy Executive Director of Westchester
(Title)

Parks Foundation, 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
Deputy Executive Director of said Licensee resides at 42 CHESTNUT RIDGE ROAD
ARMORE, NY 10504, and that he/she signed his/her name
hereto by order of the Board of Directors of said Licensee.

Leslie A. King
Notary Public _____ County

LESLIE A. KING
NOTARY PUBLIC - STATE OF NEW YORK
No. 01K16261714
Qualified in Westchester County
My Commission Expires May 14, 2020

Schedule A-1



SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Licensee with D&O)**

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.l) 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.

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

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

(a) Insurers shall have no right to recovery or subrogation against the County (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.