Intro. Res. No. 1989-2011 Laid on Table 11/22/2011
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1050-2011, AUTHORIZING THE LICENSE AGREEMENT FOR USE OF COUNTY PREMISES LOCATED AT 30 EAST AVENUE, YAPHANK NY BY THE AMERICAN RED CROSS

WHEREAS, the Department of Fire, Rescue and Emergency Services ("FRES") operates from the Suffolk County facility identified as CO110 at 30 East Ave., Yaphank, NY; and

WHEREAS, FRES has maintained a cooperative relationship with American Red Cross and wishes the Red Cross to maintain a presence in Suffolk County following the decision by the Red Cross to consolidate its Long Island operations in Nassau County; and

WHEREAS, FRES has identified approximately 468 square feet of semi-private office space at its 30 East Avenue facility that could be used by the Red Cross as well as areas for parking, vehicle and equipment storage that will enable the Red Cross to maintain a presence in Suffolk County; and

WHEREAS, the FRES has expressed its willingness to enter into a license agreement for a duration of three (3) years, from October 1, 2011 through September 30, 2014, with one three(3) year option, to be determined by Commissioner of the Department, at no cost; and

WHEREAS, the Space Management Steering Committee recommended the approval of the lease extension at its July 21, 2011 meeting; now, therefore be it

1st **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute a License Agreement for three (3) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED: DEC 0 6 2011

APPROVED BY:

County Executive of Suffolk County

Date: DEC 1 4 2011

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License Agreement

This Agreement (Agreement) is between the County of Suffolk (**"County"**), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Public Works ("Department")** located at 335 Yaphank Avenue, Yaphank, New York 11980, on behalf of the Department of Fire Rescue and Emergency Services ("**FRES**"), with offices located at 110 Yaphank Avenue, Yaphank, New York 11980; and

American Red Cross Suffolk County Chapter ("**Licensee**"), a not-for-profit corporation, having an office at 95 Horseblock Road, Yaphank, New York, 11980.

The parties hereto desire to establish a License Agreement between the County and the Licensee for the use of space located near FRES.

Term of Agreement: October 1, 2011 through September 30, 2014, with the option to renew this Agreement for an additional term of three (3) years through August 31, 2017, at the option of the Commissioner of the Department, unless sooner terminated as described in Exhibit A.

Total Cost of Agreement: No Cost.

Terms and Conditions: Shall be as set forth in Exhibits A through C attached.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

American Red Cross – LI Chpater.

By:_____
John Miller
Chief Executive Officer
Date:_____

Approved As To Legality

Christine Malafi, Suffolk County Attorney
By:_____
Basia Deren Braddish
Assistant County Attorney
Date: _____

County of Suffolk

By:_____
Christopher Kent
Chief Deputy County Executive
Date:_____

Approved:
Department of Public Works

By: _____
Gilbert Anderson
Commissioner
Date:_____

Approved:
Department of Fire, Rescue and Emergency Services

By: _____
Joseph F. Williams
Commissioner
Date: _____

ACKNOWLEDGEMENT

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STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, personally known to me or provided 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgement)

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, *Deputy County Executive* 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgement)

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Exhibit A
General Terms and Conditions

WHEREAS, included among the responsibilities of FRES is the responsibility to coordinate the County's response to natural and manmade disasters; and

WHEREAS, in furtherance of this responsibility FRES works with local, state, and federal officials as well not-for-profit organizations; and.

WHEREAS, the Licensee is dedicated to providing relief to victims of disaster and help people prevent, prepare for and respond to emergencies; and

WHEREAS, there are mutual benefits having the Licensee in close proximity to FRES in order to coordinate and respond effectively to incidents that occur in Suffolk County, and to enhance communication between Licensee and FRES in furtherance of improving the delivery of emergency services to the residents of Suffolk County;

WHEREAS, Licensee is consolidating its Nassau County and Suffolk County operations into a regional office located in Nassau County; and

WHEREAS, a local base of operations is critical to the effective delivery of emergency services;

Now, Therefore, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. *Description of Licensed Space:* Approximately 468± square feet of semi-private office space located in the building identified as Building No. CO110, 30 East Avenue, Yaphank New York and adjacent parking space for six (6) automobiles, one (1) space for a diesel Emergency Response Vehicle; two (2) parking spaces for small trailers, and outdoor space for two (2) forty (40) foot Conex Storage Containers, (the "**Licensed Space**.

Section 2. *Term:* October 1, 2011 through September 30, 2014, with the option to renew this Agreement for an additional term of three (3) years through August 31, 2017, at the option of the Commissioner of the Department, unless sooner terminated as described.

Section 3. *Termination*:

a. Either party may terminate this License without cause at any time prior to the expiration of the Term (including any extensions thereof) (i) by giving thirty (30) days written, advance notice sent by certified mail to the other party, or (ii) upon the mutual consent of the parties.

b. *Termination by County in the Public Interest:* Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department determines in his/her sole discretion, that termination is in the best interest of the County, the County may terminate this License. Such termination shall occur upon fifteen (15) days written notice to terminate the License. Upon such termination, Licensee shall vacate and surrender Licensed Space to the Commissioner of DPW immediately.

c. As of the termination date, Licensee shall quit and surrender the Licensed Space to the Commissioner of the Department of Public Works. It is further agreed that upon termination, Licensee shall remove all of its equipment and that any property and equipment not so removed by the effective date of termination, shall be considered as having been abandoned by Licensee to the County, and title thereto shall rest in the County.

d. If the term of this License shall expire or be terminated as provided herein, or if Licensee shall abandon the Licensed Space, then and in such event, the Commissioner of the Department may, without further notice, reenter the Licensed Space by force, summary dispossess proceedings, or

otherwise, and Licensee waives the service of any notice of the Commissioner's intention to reenter or repossess the Licensed Space or to institute legal proceedings to that end.

e. Upon the termination or expiration of this License, Licensee shall remain liable to the Commissioner of the Department and the County:

1. For the reasonable costs expended by the Commissioner of the Department and the County to place the Licensed Space in the physical condition in which Licensee is obligated to leave it upon the expiration of the term; and

2. For the costs incurred by the Commissioner of the Department and the County to remove Licensee, and with or without legal process, the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Licensed Spaced, and all personal property that may be thereon and therein contained, without being liable to prosecution, damage, or damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying said Licensed Space or any part thereof from any causes whatsoever by reason of such removal. Licensee expressly waives any and all claims for damages and loss against the County and its officials, officers, employees, servants and agents for or on account of any act done or caused to be done in exercising this right; and the County shall have the right to sell any personal property so seized or remove and recover by such sale or legal process any and all sums due to the County under the terms of this License, and if there is a deficiency may resort to any remedy available.

Section 4. *Fee:* Licensee agrees to provide in-kind consideration in the form of coordinated response efforts with FRES, in the event of emergencies.

Section 5. *Utilities:*

a. County shall furnish all utilities to the Licensed Space. In the event Licensee requires utility services not currently available at the Licensed space, or if additional phone, electric or data lines are required, then in such case, the costs, fees, and charges for such additional utilities shall be payable by the Licensee. Any utility connections required to be made for Licensee's purposes shall be a Licensee charge.

b. County shall have no liability to Licensee for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities furnished to the Licensed Space or if the quantity or character of the utilities are no longer available or suitable for Licensee's requirements. The provisions of this Section shall survive the expiration of this Lease.

Section 6. *Purpose:* It is expressly understood and agreed that this License is a limited license to use the Licensed Space. It is NOT a lease; NO interest in real estate or personalty is granted herewith to the Licensee(s). It is expressly understood that the Licensed Space is and shall be the sole property of the County at all times during the period of this License. Licensee's right to occupy the Licensed Space shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

Section 7. *Authorization:* The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this License by virtue of the authority of Resolution No. _____-2011 of the Suffolk County Legislature, for the purpose and intent expressed in that resolution, that the same is incorporated herein by reference, and further that the LICENSEE has examined the same is fully aware of the intended purpose thereof, and that the LICENSEE'S occupancy shall be for the sole purpose set forth therein and for no other purpose.

Section 8. *Hours of Operation:* In exchange for its use of the Licensed Space, Licensee agrees that the Licensed Space shall be available for use by Licensee twenty-four (24) hours per day, seven (7) days per week.

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Section 9. *Licensees Duties and Obligations:*

a. Licensee shall not permit any unauthorized person(s) to enter, remain within, or upon the Licensed Space. Licensee shall provide to the County, in writing, a list of no more than seven (7) names identifying the person or persons authorized by Licensee to utilize the Licensed Space on behalf of the Licensee, in accordance with the terms and conditions of this License. Such list must be submitted, in writing, to the County, prior to the execution of this License. Licensee may from time to time, amend the list of authorized persons by submitting a notice of any such change, in writing, to the Commissioner of Fire, Rescue, and Emergency Services at least ten (10) days prior to the effective date of the proposed change.

b. Licensee shall further be responsible for any damage or theft of County property caused by Licensee, its officers, employees, volunteers, agents, guests, and invitees.

c. Licensee shall maintain the parking area immediately surrounding the building in a clean and sanitary condition.

d. Licensee agrees to accept the Licensed Space in "as is" condition, and acknowledges that this License is for use of the Licensed Space in its present physical condition, without any representation or warranty by the County as to the condition thereof.

e. Licensee shall strictly comply with all applicable Federal, State, County and local laws, rules, regulations, codes, requirements, including but not limited to health laws and health department regulations, and Suffolk County policies in effect on the date of execution of this License and as may be adopted or amended from time to time thereafter, but nothing herein shall require Licensee to perform any alterations or repairs to the Licenses Space (unless Licensee is responsible for the damage, in which case the Licensee shall perform the repair at its sole cost).

f. Licensee is prohibited from using any appliances, electric business equipment, or the like in the Licensed Space unless the Commissioner of FRES first approves such use, in writing.

g. Licensee shall not use or permit the storage of any illumination oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in the Licensed Space covered by this License.

h. Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of this License; any such interference shall not relieve the Licensee from any obligations hereunder.

i. Licensee hereby expressly waives any and all claims for compensation (including, but not limited to, lost profits and revenues) for any and all loss due to impairment of the gas and electrical apparatus, water supply equipment, heating and cooling equipment or wires furnished for the area hereby granted, or by reason of any loss or impairment of light, current, water supply, heating or cooling which may occur from time to time for any cause, of for any loss or damage sustained by Licensee resulting from fire, water, storm, tornado, civil commotion or riots. Licensee expressly waives all rights, claims and demands and forever releases and discharges the County of Suffolk, ant its officers, employees, servants and agents from any and all demands, claims, actions and causes of action from any of the causes aforesaid.

Section 10. *Alterations:* Licensee shall not make any "**Alterations**," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Licensed Space or any part or portion thereof, without the prior written consent of the Department.

Section 11. *No Assignment:* The License hereby granted may not be transferred, assigned or otherwise given to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be deemed a material default of this License by Licensee. An assignment shall be deemed to include any change in the corporate structure of Licensee

including, but not limited to, consolidation, merger, or transfer of controlling interest of Licensee's corporate entity.

Section 12. *Indemnification*

a. Licensee shall protect, indemnify, and hold harmless the County, its officers, officials, and employees (collectively "Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses caused by the negligence or any acts or omissions of the Licensee, including reimbursement of the cost of reasonable attorneys' fees incurred by an Indemnified Parties in defending any action or proceeding asserted against the Indemnified Parties and arising out of or in connection with Licensee's use of the Licensed Space.

b. Licensee agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by an Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified party in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to Licensee's actions in carrying out its duties under this Lease.

c. At the County's option, the County may defend any such proceeding or action and require Licensee to pay reasonable attorneys' fees for the defense of any such suit.

d. Licensee agrees not to use, suffer or permit any person to use in any manner whatsoever the Licensed Space or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State, County Law, ordinance, rule, order or regulation or of any rule or regulation of the County now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee, its employees, servants, agents or volunteers in connection with the Licensed Space.

1. In the event of any such violation or in case the County or its representatives shall deem any conduct on the part of Licensee, it employees, servants, agents, or volunteers to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Licensee to at once declare this License terminated without notice to Licensee.

Section 13. *Risk of Loss:* The risk of loss or destruction from any peril to furniture, fixtures, equipment or other personal property of the Licensee(s) while on the Licensed Space shall be borne entirely by the Licensee(s). It is further understood that the Licensee waives any right to subrogation against the County for loss or destruction to the furniture, fixtures, equipment or other personal property of the Licensee while on the Licensed Space.

Section 14. *Insurance:*

a. Prior to the commencement of the term of this License, shall procure, and pay the entire premium for and maintain throughout the term of this License insurance in amounts and types specified by the County. This License shall be void and of no effect unless Licensee provides and maintains insurance coverage during the term of this License. Unless otherwise specified by the County and agreed to by Licensee in writing, such insurance will be as follows:

(i) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million

Dollars ($2,000,000.00) per occurrence for property damage, and shall furnish the County with proof of same.

(ii) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE if required by law and shall have furnished to the Airport Manager prior to execution of this License the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this License shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this License for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.

(iii) AUTOMOBILE LIABILITY INSURANCE, if any vehicles are used in connection with the use of the Licensed Space hereunder, in an amount not less than Five Hundred Thousand Dollars ($500,000.00) combined single limit for bodily injury and property damage per occurrence. Such insurance shall cover all owned, scheduled, hired and non-owned vehicles.

b. All policies required under this *Section 11* shall be issued by insurance companies duly licensed by the State of New York and acceptable to the County, with an A.M. Best rating of A- or better. Licensee shall furnish to the County certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.

c. Licensee shall furnish to the County, prior to the execution of the Lease, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, Licensee shall furnish to the County, prior to the execution of the License, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

d. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of Licensee to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

Section 15. *Negative Covenants:*

a. Licensee shall not use, occupy, maintain or operate the Licensed Space, nor suffer or permit the Licensed Space or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Licensed Space, nor suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any term, covenant or condition of this License, (ii) knowingly violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Licensed Space, (iii) violate any Legal Requirements, (iv) make void or voidable any insurance policy then in force with respect to the Licensed Space or make any such insurance unobtainable or increase the rate of any insurance with respect to the Licensed Space, (v) cause physical damage to the Licensed Space or any part thereof, (vi) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Licensed Space (vii) constitute a public or private nuisance; permit the creation or imposition of any liens or encumbrances upon the Licensed Space. County represents that the use of the Licensed Space as described in this License does not violate (ii) and (iii) above.

b. Licensee shall commit no act of waste and shall take good care of the Licensed Space and the fixtures and appurtenances therein.

Section 16. *County's Right To Inspect And Repair:* County may, but shall not be obligated to, enter the Licensed Space at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Licensed Space, as necessary or desirable, or to perform any covenant, obligation or service contemplated in this License; provided however, that County shall use reasonable efforts to provide advance notice of its access of the Licensed Space and to cause a minimal amount of interference with Licensee's use thereof.

Section 17. *Security:* Licensee shall cooperate with the Department of Public Works and FRES in connection with ensuring the security and safeguarding of the Licensed Space during the duration of this License.

Section 18. *Surrender:* On the expiration of the License, or upon the sooner termination of this License, Licensee shall at its sole expense, quit, surrender, vacate, and deliver the Licensed Space to the County in good order, condition and repair, ordinary wear and tear, and casualty excepted, together with all improvements and fixtures therein. Licensee shall, at its expense, remove from the Licensed Space all of Licensee's personal property and any personal property of persons claiming by, through or under Licensee, and any Alterations not approved by the County, and shall repair or pay the cost of repairing all damage to the Licensed Space occasioned by such removal. Any of Licensee's personal property or alterations remaining on the Licensed Space after the termination of this License shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as County may see fit, without insurance or liability for any damage which may occur. If any such property so removed is sold, the County may receive and retain the proceeds of such sale.

Section 19. *Signage:* Any signage to be erected by Licensee shall be subject to the prior written approval of the Department.

Section 20. *Non-discrimination in Services:* During the term of this License:

a. Licensee shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

- **i.** deny any individual any services or other benefits provided pursuant to this License; or
- **ii.** provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this License; or
- **iii.** subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this License; or
- **iv.** restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this License; or
- **v.** treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this License.

b. Licensee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this License in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- **i.** the types of service(s) or other benefits to be provided, or

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ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

Section 21. *No County Liability for Licensee's Failure*: Failure of Licensee to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County nor any of the County's Departments, Bureaus, Agencies, Employees, Agents or Representatives.

Section 22. *Capacity to Contract and IRS Status:* Licensee represents that they are a duly formed not-for-profit corporation under Section 501(c)(3) of the Code of the United States Internal Revenue Service and that they will provide appropriate documentation certifying such status for the duration of this License. Licensee further warrants that its entry into this License was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Section 23. *Arrears to County:* Licensee warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or contract and, to the best of its knowledge, is not in default as surety, contractor or otherwise on any obligation to, or contract with the County.

Section 24. *Liens:* Licensee shall not allow any public improvement liens to be claimed, assessed and/or filed against the County with reference to any maintenance or improvements which the Licensee may make upon the Licensed Space, or by reason of Licensee's acts or omissions or because of any claim against Licensee. Should any of the same be filed, Licensee shall cause them to be cancelled or discharged of record by bond or otherwise within sixty (60) days of said filing. If Licensee shall fail to cancel or discharge said lien or liens within the 60-days period, the County may cancel or discharge same and upon the County's demand, Licensee shall reimburse the County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of such costs.

Section 25. *Status of Employees:*

a. It is expressly agreed that the status of American Red Cross – Long Island Chapter hereunder is that of a licensee. Neither the Licensee nor any person hired by Licensee shall be considered employees of the County for any purpose whatsoever. Notwithstanding anything herein, this License shall not be construed as creating a principal-agent relationship between the County and Licensee or Licensee and the County, as the case may be.

b. Any private citizens participating in activities directed by the Licensee or performing work on behalf of Licensee are aware of the nature of work which is to be performed and shall follow prescribed safety guidelines and procedures. Any of said private citizens shall hold the County harmless from any liability whatsoever for any injuries that they may suffer or damages that they may cause or suffer as a result of their participation in the work performed at the Licensed Space.

Section 26. *No Representations:* Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the parties, making such representation or promise.

Section 27. *Future Acts of Legislature:* During the term of this License, Licensee agrees to be bound by any and all future recommendations, policies, local laws, resolutions and requirements as demanded, passed and promulgated by the Suffolk County Legislature, provided any such acts do not require the Licensee to do any restoration or repair work to the Licensed Space other than restoration or repair work required as a result of Licensee's use of the Licensed Space under this License.

Section 28. *Governing Law:* This License shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

Section 29. *No Implied Waiver:* No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this License in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

Section 30. *Conflicts of Interest:*

a. Licensee agrees that it will not during the term of this License knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

b. Licensee is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue throughout the term of this License. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

Section 31. *Cooperation on Claims:* Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this License.

Section 32. *Suffolk County Legislative Requirements:* The Parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as "**Exhibit B**," and made a part hereof.

Section 33. *Severability:* It is expressly agreed that if any term or provision of this License and or any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this License and any amendment hereto, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this License and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

Section 34. *Certification as to Relationships:* The parties to this License hereby certify that, other than the consideration provided in this License, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this License, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this License.

Section 35. *Notices:* Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to Licensee at the address on page 1 of the License and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by LICENSEE relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

Section 36. *Gratuities:* The Licensee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

Section 37. *Merger; No Oral Changes:* It is expressly agreed that this License represents the entire agreement of the parties, that all previous understandings are merged in this License. No modification of this License shall be valid unless written in the form of an Amendment and executed by both parties.

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Article III

County Terms and Conditions

1. Elements of Interpretation
As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms
As used in the Contract:

"**Comptroller**" means the Comptroller of the County of Suffolk.

"**Contract**" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"**Contractor**" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"**County**" means the County of Suffolk, its departments, agents, servants, officials, and employees.

"**County Attorney**" means the County Attorney of the County of Suffolk.

"**Department**" means the signatory department(s) approving the Contract.

"**Event of Default**" means:

a. The Contractor's failure to maintain the amount and types of insurance required by the Contract; or

b. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

c. The Contractor's failure to perform the services and discharge its duties as required by the Contract;

d. The Contractor's bankruptcy or insolvency; or

e. The Contractor's failure to cooperate in an Audit; or

f. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

g. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

h. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

i. Any condition the County determines, in its sole discretion, that is dangerous.

"**Federal**" means the United States government, its departments and agencies.

"**Fund Source**" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"**Legislature**" means the Legislature of the County of Suffolk.

"**Services**" means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

"**State**" means the State of New York.

"**Suffolk County Payment Voucher**" means the document authorized and required by the Comptroller for release of payment.

"**Term**" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities
a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

4. Qualifications, Licenses, and Professional Standards
a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications
a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the

generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards
The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Termination
a. Thirty Days Termination
The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ıll pay the Contractor for the Services rendered through the date of termination within thirty (30) days after the date the Contract is terminated.

either a termination under this Section 7, or upon the expiration of the Term, the Contractor shall deliver to the County a complete list of pending, proposed and incomplete transactions in connection with the services rendered through the date of termination, any proposed tenants or purchasers who have toured the premises where the County has hired the Contractor for Disposition of such space, or the locations of any new premises submitted to the County to fulfill a requirement for Acquisition of space by the County during the term hereof (the "Pending List"). The Pending List shall contain sufficient information to identify the transactions, proposed tenants/subtenants/purchasers or prospective new premises. In the event that, within twelve (12) months after the date this Agreement is terminated, any pending or incomplete transaction on the Pending List is closed, any proposed tenants/purchasers/subtenants on the Pending List consummate a transaction, or the County consummates a transaction for any of the locations listed on the Pending List regarding new premises, the County shall recognize The Contractor as the exclusive broker and shall pay the Contractor (or protect the Contractor in being paid a commission) a commission in accordance with the terms set forth in this Agreement. Notwithstanding the foregoing, if after said 12 month period a transaction is still actively being negotiated or a contract of sale has been executed within said 12 month period, then the time to recognize Contractor shall automatically be extended until the transaction is consummated or negotiations cease.

iv.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Contract.

8. Indemnification and Defense
a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees ("Losses") incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising in any manner, directly or indirectly, out of or incidental to, or in connection with a material breach of the Contract, the willful acts, gross omissions, or gross negligence of the Contractor in carrying out its duties under this Contract.

b. The County will protect, indemnify, and hold harmless the Contractor and its officers, officials, employees, contractors, agents and other persons from and against all Losses arising in any manner, directly or indirectly, out of or incidental to or in connection with the County's gross negligence, willful acts, or gross omissions in carrying out its duties under this Contract.

c. In the event of a claim or suit to which the foregoing indemnification apply, the indemnified party agrees to the following:

i.) To give the indemnifying party prompt written notice of any such claim;

ii.) To permit the indemnifying party to defend any such claim with counsel of its own choosing, reasonably approved by the indemnified party;

iii.)to cooperate with the indemnifying party in defense of such claim or suit; and

iv.) not to settle any such claim without the indemnifying party's prior written consent, which shall not be unreasonably withheld or delayed..

9. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

10. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

11. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

12. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

13. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

14. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

15. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

16. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

17. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept

confidential in accordance with applicable laws, rules, and regulations.

18. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.

b. Such Assignment shall be subject to all of the provisions of the Contract, assumption of all of the provisions of the Contract by the Contractor's assignee, and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

19. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise), or

3. the sale, mortgage, hypothecation or pledge of the unencumbered assets of the Contractor. If the Contractor is a not for profit corporation, a change of twenty percent (20%) or more of its members shall be deemed a permitted Transfer.

b. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

c. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 31 of Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

d. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

29. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

21. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

22. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

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"This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

23. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

24. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

25. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.
Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.
This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:
Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"
Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.
County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The Contractor shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

4. Lawful Hiring of Employees Law
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County

through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:
Suffolk County Lawful Hiring of Employees Law Form
LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

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The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited
It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports
In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), all contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Suffolk County Local Laws Website Address
Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://www.co.suffolk.ny.us.

End of Text for Article IV

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY

This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on December 6,2011 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

Tim Laube

Clerk of the Legislature

Intro. Res. 1989 Res. No. 1050 December 6, 2011

Motion:
Romaine, Schneiderman, Browning, Muratore, Anker
Eddington, Montano, Cilmi, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:
Romaine, Schneiderman, Browning, Muratore, Anker
Eddington, Montano, Cilmi, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:
Romaine, Schneiderman, Browning, Muratore, Anker
Eddington, Montano, Cilmi, Lindsay, Viloria-Fisher, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE	✓				
2	Jay H. SCHNEIDERMAN	✓				
3	Kate M. BROWNING	✓				
4	Thomas MURATORE	✓				
6	Sarah S. ANKER	✓				
7	Jack EDDINGTON	✓				
9	Ricardo MONTANO				✓	
10	Thomas CILMI	✓				
11	Thomas F. BARRAGA	✓				
12	John M. KENNEDY, JR.	✓				
13	Lynne C. NOWICK	✓				
14	Wayne R. HORSLEY	✓				
15	DuWayne GREGORY	✓				
16	Steven H. STERN	✓				
17	Lou D'AMARO	✓				
18	Jon COOPER	✓				
5	Vivian VILORIA-FISHER, D.P.O.	✓				
8	William J. LINDSAY, P.O.	✓				
	Totals	17	—	—	1	—

MOTION

X Approve
___ Table: _____
___ Send To Committee
___ Table Subject To Call
___ Lay On The Table
___ Discharge
___ Take Out of Order
___ Reconsider
___ Waive Rule ___
___ Override Veto
___ Close
___ Recess

APPROVED X FAILED ___
No Motion ___ No Second ___

RESOLUTION DECLARED

X ADOPTED
___ NOT ADOPTED

Roll Call ___ Voice Vote X

Tim Laube

Tim Laube, Clerk of the Legislature