COUNTY OF SUFFOLK

SUFFOLK COUNTY DEPARTMENT
OF PARKS, RECREATION AND CONSERVATION

2019 MOBILE CANOE/KAYAK/PADDLEBOARD RENTAL SERVICE CONCESSION PERMIT

The parties hereto desire to make available to the County the operation of a Mobile Canoe/Kayak/Paddleboard Rental Service Concession at (Name of Park) located in the Town of (Town), New York (Zip).

Term of Permit: Execution date to December 31, 2019.

Total Cost of Permit: Revenue to County as described in Exhibit A.

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

COMPANY NAME: ______________________________

OWNER NAME ________________________________
Signature Owner/Manager

Print Name (Owner/ Manager)

DATE: _____________________ DATE: _____________________

County of Suffolk

______________________________
Philip A. Berdolt
Commissioner of Parks,
Recreation and Conservation
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Site Map
In consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. **Description and Term of Permit**
   a. The Department of Parks, Recreation and Conservation hereby grants to the Permit Holder and the Permit Holder hereby accepts from the Department of Parks, Recreation and Conservation permission to operate a Rental Service Concession for the provision of guided Canoe/Kayak/Paddleboard tours, the rental of canoes, kayaks, paddleboards and all other necessary equipment (“Mobile Canoe/Kayak/Paddleboard Rental Service Concession”), at **(Name of Park) County Park in the Town of (Town), New York (Zip)**, subject to the terms and conditions set forth which shall commence upon execution and end on the 31st day of December, 2019.
   b. Permit Holder shall offer the services of a Mobile Canoe/Kayak/Paddleboard Rental Service Concession to the general public at **NAME OF PARK, LOCATION AWARDED**, in accordance with the Site Map attached hereto in Exhibit C.
   c. The Permit Holder granted by virtue of this Permit is for the express purpose of providing a Mobile Canoe/Kayak/Paddleboard Rental Service Concession that is available to the general public. Any service or activity **not** specifically described in this Permit that may be requested by the Permit Holder must be approved in advance in writing by the Commissioner.
   d. Permit Holder shall not carry on, within, or upon the Premises any operation or activity other than those described herein; nor shall the Permit Holder interfere with any other licensees or permit holders of the Department, or any employee of any other licensee or permit holder.

2. **Licensed Activity**
   The Permit Holder agrees to conduct and use the Mobile Canoe/Kayak/Paddleboard Rental Service Concession Permit for no other purpose than herein stated and to equip the same at the Permit Holder's own cost and expense.

3. **Permit Fee(s)**
   a. Permit Holder agrees to pay the Department of Parks, Recreation and Conservation as compensation for the Permit and for the privilege of operating within the park for the period aforesaid, a **non-refundable flat fee of $XXXXXX (XXXXXX)**.
   b. Checks are to be made payable to “**Suffolk County Department of Parks**” and the “memo” portion of the check should identify the purpose of the payment. All payments should be mailed to:

   Suffolk County Department of Parks  
   P.O. Box 144 Montauk Highway  
   West Sayville, NY 11796  
   Attention: Contracts Dept.

4. **Advertising**
   a. The Permit Holder covenants and agrees not to advertise in any manner or form, on or about the County-owned premises, buildings, or spaces used by him/her, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved in advance by the Commissioner.
5. **Permit Holder-Provided Services**

a. **Provision of Equipment**

The Permit Holder shall provide all reasonable and necessary equipment for the safe operation of the Mobile Canoe/Kayak/Paddleboard Rental Service Concession, and for the performance of this Permit.

b. **Maintenance of Equipment**

The Permit Holder shall, throughout the term of the Permit, maintain and keep in serviceable and safe condition, at its own cost and expense, all equipment utilized in the operation of the Mobile Canoe/Kayak/Paddleboard Rental Service Concession, and in accordance with the performance of this Permit.

c. **Removal of Equipment.**

The Permit Holder shall remove all canoes, kayaks, paddleboards and other equipment from the Premises by dusk of each day during the term of this Permit.

d. **Safety**

The Permit Holder shall comply with, at the Permit Holder's sole cost and expense, all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances, requirements and County policies in effect on the date of execution of this Agreement and as may be adopted or amended from time to time. Such laws, rules, regulations and policies include but are not limited to: All Canoes, Kayaks, and Paddleboards operated in New York State must have on board one USCG approved wearable life jacket for each person aboard and all children under the age of 12 must wear a life jacket at all times. Each Canoe and Kayak must have a lantern or flashlight on board. Permit Holder shall be required to have safety regulations and procedures in place, as approved by the Commissioner, for the operation of the Mobile Canoe/Kayak/Paddleboard Rental Service Concession, and in accordance with the performance of this Permit.

e. **Personnel**

The Permit Holder shall provide sufficient personnel to carry out the requirements for a Mobile Canoe/Kayak/Paddleboard Rental Service Concession, at the Permit Holder's sole cost and expense.

f. **Minimum Participation of Permit Holder**

The Permit Holder will participate in the daily operation of the Mobile Canoe/Kayak/Paddleboard Rental Service Concession during no less than fifty percent (50%) of the total number of required hours of operation as approved by the Commissioner. If the Permit Holder is an individual, he/she shall be required to adhere to the aforesaid minimum physical participation in daily operations. In the event the Permit Holder is a corporation, the principal stockholders, who also must be officers of the corporation, taken in aggregate, shall be held accountable to the same minimum standard of participation as set forth above.

g. **Responsible Principal**

The Permit Holder undertakes and agrees that at least one (1) principal will be designated by the Permit Holder who shall be responsible for the daily operation of the facilities and the Mobile Canoe/Kayak/Paddleboard Rental Service Concession, and who has the authority to act on behalf of the Permit Holder with regard to said operation thereof. If a manager is to be employed, Permit Holder agrees to employ a manager who is deemed satisfactory to the Commissioner, and who shall be held accountable to the same minimum standard of participation as set forth above. The Permit Holder agrees to furnish the name, home address and home or cellular telephone numbers of the responsible principal or manager so that he/she can be reached at all times. In the event that such principal or manager becomes unavailable or is unable to be reached, the Permit Holder shall furnish such information for another responsible person.
h. Qualifications and Licenses:

The Permit Holder specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, training, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Permit Holder has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or local authorities for the services provided pursuant to this Permit.

i. Premises and Grounds

Except for general park maintenance by the County on a scheduled rotating basis, the Permit Holder is responsible for the appearance of all site(s) covered under this Permit, and the Permit Holder shall keep such area(s) free of customer litter and in a clean and sanitary condition to the satisfaction of the Commissioner.

j. Permit Holder Compliance With Regulations

The Permit Holder agrees to comply with all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances, requirements and County policies in effect on the date of execution of this Permit and as may be adopted or amended from time to time. The Permit Holder shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

- Suffolk County Code Chapter 647 (Pest Control)
- Organic Parks Maintenance Plan and any other County policies relating to pesticides.
- Suffolk County Code §643-4 (Prohibited Acts) regarding acts prohibited on County parkland.
- Suffolk County Sanitary Code.

Such compliance shall be at Licensee’s sole cost and expense.

k. Refuse and Garbage; Costs

All refuse and garbage costs associated with this Permit are to be borne by the Permit Holder. All refuse and garbage is to be collected and deposited in such locations and containers as is satisfactory to the Commissioner for regular pick-up and off-site disposal.

6. Insurance

On or before the date of execution of this Permit, the Permit Holder, at its own cost and expense, shall provide the Commissioner with the following insurance documents:

a. **Commercial General Liability** insurance including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000) combined single limit for bodily injury and property damage per occurrence.

b. **Automobile Liability** Insurance (if any vehicles are used in the performance of this Permit) 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.

c. **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 furnish to the County the documentation required by the State of New York Worker’s Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the Worker’s
Compensation Law. In accordance with General Municipal Law Section 108, this Permit shall be void and of no effect unless the Permit Holder shall provide and maintain coverage during the term of this Permit for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.

d. Permit Holder shall furnish to the Department of Parks, Recreation and Conservation Certificate(s) of Insurance evidencing compliance with the aforesaid insurance requirements. Said Certificate(s) shall name the “County of Suffolk” as an additional insured and certificate holder showing an address of: P.O. Box 144, West Sayville, NY 11796 and shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the Department at the above listed address.

e. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

f. A copy of the Certificate of Insurance with all full premiums paid must be submitted to the Commissioner at the time of or before the signing of the Permit. If such insurance policies expire without renewal or are terminated for any reason, the resulting failure to maintain the coverage shall cause an immediate default of this Permit without the necessity for any action on the part of the County.

7. Accounting and Record Keeping

The Permit Holder agrees to keep the books of account and records of all operations under this Permit and to establish a system of bookkeeping and accounts which are in accordance with generally accepted accounting principles.

8. Sanitary Condition of Premises/Site Clean-up

The Permit Holder shall at all times keep the areas used under this Permit in a clean and sanitary condition and to see that all paper and other debris is properly contained and removed from the Park and disposed of by Permit Holder.

9. Operational Plan, Schedule, Charges and Costs

a. Operational Plan. The Permit Holder agrees to operate and maintain a Mobile Canoe/Kayak/Paddleboard Rental Service Concession at the Premises in accordance with the operational plan ("Plan") submitted to the Department and subject to approval by the Commissioner. Said Plan, once approved, shall be incorporated herein as if originally included. The Mobile Canoe/Kayak/Paddleboard Rental Service Concession shall at all times be operated in a manner satisfactory to the Commissioner and shall conform to rules and directives of the Department.

b. Operations Schedule. The Mobile Canoe/Kayak/Paddleboard Rental Service Concession shall only be operated on approved dates and on a schedule of reasonable hours as directed by the Commissioner.

c. Schedule of Charges. The Permit Holder shall adhere to a price schedule for the charges to the public, with said price schedule being submitted in writing, and approval by the Commissioner in writing being received, prior to the implementation of said schedule. During the term of this Permit, the Permit Holder may propose changes to the price schedule, in writing, to the Commissioner. The Permit Holder hereby understands and agrees that the approval of any proposed changes to the price schedule shall be at the sole discretion of the Commissioner.

d. Costs of Operating the Rental Service Concession and the Provision, Maintenance and Repair of Equipment and Facilities

The Permit Holder shall be responsible for all costs associated with the safe operation and supervision of the Mobile Canoe/Kayak/Paddleboard Rental Service Concession, and for the provision, maintenance, repair, upkeep and replacement of the facilities and equipment, as required by the County, unless otherwise agreed to in writing by County.
10. **Illegal or Objectionable Conduct**

   a. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Suffolk County Department of Parks, Recreation and Conservation and any individual members thereof and their agents, 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 Permit Holder, or any employee, person or occupant for the time being of said premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.

   b. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Suffolk County Department of Parks, Recreation and Conservation now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of the Permit Holder, any person or occupant for the time being of the premises, the License or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.

11. **Notices**

   a. **Notices**

      Unless otherwise expressly provided, 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 Permit Holder at the address on page 1 of the Permit 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 Permit Holder relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

   b. **Accidents**

      i. The Permit Holder shall notify the County of any accidents and/or claims, or property damage, arising on or within the Licensed Premises. Notice of accidents and/or claims shall be given immediately (or as soon as possible) to the Suffolk County Park Rangers Headquarters at (631) 854-1422 or at such other number the County provides to the Permit Holder in writing.

      ii. In the event of any disturbance, emergency, criminal or illegal behavior, serious violations of the Department’s rules and regulations and other circumstances that may warrant such action, the Permit Holder shall also immediately notify the Police at 911 and/or other emergency responders

      iii. In addition, written notice, together with a report on the incident and all accompanying documentation, shall be provided in writing to the County as soon as practicable, however, in any event within (1) business day of the Permit Holder's receipt of notice or of information regarding an accident or claim.
13. **Indemnification and Defense**

a. The Permit Holder 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 Permit Holder, including reimbursement of the cost of reasonable attorneys’ fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Permit.

b. The Permit Holder hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Permit Holder agrees that it 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 arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys’ fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Permit Holder shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Permit, and any copyright infringement proceeding or action. At the County’s option, the County may defend any such proceeding or action and require the Permit Holder to pay reasonable attorneys’ fees of salary costs of County employees of the Department of Law for the defense of any such suit.

14. **Independent Contractor**

It is expressly agreed that the Permit Holder’s status hereunder is that of an independent contractor. Neither the Permit Holder nor any person hired by the Permit Holder shall be considered employees of the County of Suffolk for any purpose.

15. **No Assignment**

The Permit Holder shall not assign, transfer, convey, subcontract or otherwise dispose of this Permit, or any of its right, title or interest therein, or its power to execute this Permit, or assign all or any portion of the monies that may be due or become due to the Permit Holder under the terms of this Permit, to any person or corporation, without the prior consent in writing of the Department of Parks, Recreation and Conservation, and any attempt to do any of the foregoing without such consent shall be of no effect.

16. **Not a Co-Partnership**

Nothing herein contained shall create or be construed as creating a co-partnership between the County/Licensor and the Permit Holder or to constitute the Permit Holder or the Permit Holder’s employees as agents or employees of the County.

17. **Termination**

This Permit may be cancelled, in writing, at the Commissioner’s sole discretion for Permit Holder’s non-compliance with the terms of the Permit or as a result in changes in Departmental policies or procedures.

*End of Text for Exhibit A*
Exhibit B

Suffolk County Legislative Requirements for Permits

1. **Contractor’s/Vendor’s Public Disclosure Statement**

   The Licensee represents and warrants that it has filed with the Comptroller of Suffolk County 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 said Comptroller on or before the 31st day of January in each year of this Permit’s duration. The Licensee 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 this Permit, 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 Permit.

   **Required Form:** Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. **Living Wage Law**

   This Permit 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 this Permit and to seek other remedies as set forth therein, for violations of this Law.

   The Licensee represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 575, Suffolk County Local Law No. 12-2001, the Living Wage Law.

   **Required Forms:** Suffolk County Living Wage Form LW-1/38; entitled Suffolk County Department of Labor, Licensing & Consumer Affairs, “Notice of Application for County Compensation, Living Wage Certification/Declaration Subject to Audit.”

3. **Use of County Resources to Interfere with Collective Bargaining Activities**

   **Local Law No. 26-2003**

   The Licensee represents and warrants that it has read and is familiar with the requirements of Chapter 803, Article 1 of the Suffolk County Local Laws, “Use of County Resources to Interfere with Collective Bargaining Activities”. County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

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

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

   c. The County of Suffolk 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 Licensee services are performed on County property the Licensee must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement and a majority authorization card agreement.

   If Licensee services are for the provision of human services and such services are not to be performed on County property, the Licensee must adopt, at the least, a neutrality agreement.
Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Permit 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, Licensing & consumer Affairs – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit”

### 4. Lawful Hiring of Employees Law

This Permit is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). 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 Licensee 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 this Permit.

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

The Licensee represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 353, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1/2; entitled “Suffolk County Department of Labor, Licensing & Consumer Affairs – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees” Suffolk County Code, Chapter 353 (2006)

### 5. 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
Permit has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Licensee represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled “A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas.” 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**

The Licensee agrees to comply with Chapter 880, Article IV, 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 this Permit with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

The Licensee represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 189, Article II, §§189-5 through 189-9. Upon signing this Permit the Licensee certifies that he, she, it, or they have 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 189-5 of the Suffolk County Code under “Nonresponsible Bidder.”

**Required Form:** Suffolk County Local Law 25-1990

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §893-3, the Licensee represents that it shall not use any of the moneys received under this Permit, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter 730, Article III), 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**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [https://apps2.suffolkcountyny.gov/legislature/resssearch/](https://apps2.suffolkcountyny.gov/legislature/resssearch/).

End of Text for Exhibit B