

AMENDMENT TO LICENSE AGREEMENT

THIS REVOCABLE LICENSE, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "Licensor"), and the **CITY OF BEACON**, 1 Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the "Licensee").

W I T N E S S E T H :

WHEREAS, Licensor owns and operates a government facility at 223 Main Street in the City of Beacon, New York, known as the Beacon Center, with onsite parking for employees and the patrons of the facility, and

WHEREAS, the parties hereto made and entered into a License Agreement dated August 22, 2003 (County Contract No. 03-0567-CA) for use of the parking lot at the Beacon Center, and

WHEREAS, the parties desire to amend said License Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 03-0567-CA, dated August 22, 2003, is hereby amended upon the following terms and conditions, and

WHEREAS, Licensee requires off street parking in the vicinity of Main Street to accommodate the public visiting the City's museums, shops and business district, and

WHEREAS, Licensor is willing to assist Licensee with additional parking at the Licensor's facility under certain conditions, now, therefore, Licensor hereby offers to Licensee the use of its Beacon Center parking lot situate at 223 Main Street, Beacon New York upon the terms and conditions hereinafter set forth:

1. Public shall be permitted to park passenger vehicles on the site at all times except in fifty-four (54) parking spaces designated by the Licensor as employee parking. Such spaces shall be available for public parking only between the hours of 6:00pm to 6:00am Monday through Friday, at all times on Saturday and Sunday, and on holidays recognized by the Licensor.

2. Twenty-four (24) non-employee parking spaces designated by the Licensor shall be two (2)-hour maximum time limit parking spaces only between the hours of 8:00am to 5:00pm, Monday through Friday. The two (2)-hour maximum time limit shall not apply on weekday holidays recognized by the Licensor.

3. Licensor shall designate two (2) parking spaces that shall be exclusively used for electric vehicles while they are using the Licensor's charging station. These parking spaces shall be designated as four (4)-hour maximum time limit parking spaces.

4. Licensee shall provide for the following parking lot maintenance, operation, and law enforcement responsibilities:

- a. snow plowing, snow removal and ice control within the parking lot, driveways and adjacent sidewalk areas, to the satisfaction of the Licensor,
- b. clearing surface drainage grates to allow for proper storm water drainage,
- c. maintain grass and landscaped areas on the property (including mowing, weed control, periodic tree and shrub pruning) and remove related debris from the property to the satisfaction of the Licensor,
- d. patrol the parking lot on a daily basis and remove trash from parking lot and adjacent sidewalks, lawn and landscaped areas prior to 8:00am daily or as needed to maintain the grounds in a clean and sanitary manner,
- e. strictly enforce all parking regulations posted by the Licensor,
- f. conduct law enforcement patrol the parking lot on a regular basis commensurate with patrols along Main Street to prevent loitering and to promote public safety and security,

5. Licensor shall provide for the following parking lot maintenance and repair as the Licensor deems necessary:

- a. capital improvements and non-routine maintenance of the parking lot surface and adjacent curbing and sidewalk on Licensor's property (repair potholes, seal or fill large cracks, repair or replace curbing, repair sidewalks,)
- b. maintain or repair surface and subsurface storm water drainage systems,
- c. install and maintain exterior signs, including parking regulation signs, building directories and building marquee sign(s,)
- d. maintain and replace pavement stripes and markings for parking spaces, crosswalks, handicap parking spaces and electric vehicle charging spaces,
- e. maintain fences, exterior lighting fixtures and flag pole(s,)

6. Licensee shall hold Licensor harmless for all claims, suits or actions for damages resulting from the use of the parking lot by the public pursuant to this agreement or by any activity by employees, officers or agents of the Licensee in connection with this agreement. Licensee shall furnish Licensor with proof of insurance coverage as set forth in the attached Exhibit "A-1."

7. This License may be revoked by Licensor at any time, with or without cause, upon twenty-four (24) hour notice to the City Administrator of the City of Beacon at 1 Municipal Plaza, Beacon, New York, 12508.

8. Notices.

Any notices to the Licensor shall be directed to:

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike,
Poughkeepsie, New York, 12603

Any notices to the Licensee shall be directed:

City Administrator
1 Municipal Plaza
Beacon, New York 12508

9. All other terms and conditions of the underlying License Agreement not expressly amended or altered by this agreement shall remain in full force and effect. If any provision of the underlying License Agreement is in conflict with the provisions of this Amendment to License Agreement, the provisions of this Amendment to License Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

COUNTY OF DUTCHESS

County Attorney

By: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

Commissioner of Public Works

By: _____
Randy Casale, Mayor

EXHIBIT A-1

At all times during the term of this Agreement, the Licensee and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Licensee shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Licensee is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance

shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Licensee. The Licensee and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney

County Office Building

22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Licensee to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Licensee to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Licensee from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Licensee concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the Licensor.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Licensee until the Licensee furnishes such additional security as is determined necessary by the County.