



U-47-17

NIFS ID: CQPK17000042 Department: Parks**Capital:**

SERVICE: Use and Occupation Permit

Contract ID #: CQPK17000042 NIFS Entry Date: 17-AUG-17 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Friends of Nassau County Bailey Arboretum	Vendor ID#: 51-0190936
Address: 194 Bayville Road Locust Valley, NY 11560	Contact Person: Peter Picoli
	Phone: 516-571-8020

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554	
Phone: 516-572-0378	

RECEIVED
 NASSAU COUNTY
 OFFICE OF
 PLANNING
 2017 AUG 20 PM 2:07

Routing Slip

Department	NIFS Entry: X	18-AUG-17 -- PABUFFOLINO
Department	NIFS Approval: X	18-AUG-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	21-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	18-AUG-17 -- MSEIDLER
County Atty.	Insurance Verification: X	18-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	18-AUG-17 -- DMCDERMOTT
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO

7-7443

Leg. Affairs	Approval/Review: X	21-AUG-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The Permittee, a cultural, not-for-profit/educational organization was formed to ensure the sustainability of Bailey's Arboretum as a source of education and enjoyment for all citizens of the County.
Method of Procurement: N/A
Procurement History: N/A
Description of General Provisions: The County does hereby grant to the Permittee the exclusive license and privilege to use, occupy and operate the Premises. This Agreement shall be for a period of 10 years. The Permittee, a cultural, not-for-profit/educational organization was formed to ensure the sustainability of Bailey's Arboretum as a source of education and enjoyment for all citizens of the County
Impact on Funding / Price Analysis: N/A
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	gen					
Control:	pk	Revenue		1	pkgen1100de500	\$ 1.00
Resp:	1100	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 1.00			\$ 0.00
		TOTAL	\$ 1.00		TOTAL	\$ 1.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Friends of Nassau County Bailey Arboretum

2. **Dollar amount requiring NIFA approval:** \$1

Amount to be encumbered: \$1

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 2017-2027

Has work or services on this contract commenced? N ____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

The Permittee, a cultural, not-for-profit educational organization was formed to ensure the sustainability of Bailey's Arboretum as a source of education and enjoyment for all citizens of the County.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

21-AUG-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND THE
FRIENDS OF BAILEY ARBORETUM

WHEREAS, the County has negotiated a Use and Occupancy
agreement with the Friends of Bailey Arboretum, to occupy and operate the
premises, on a non-exclusive basis, at Bailey Arboretum, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said Use and
Occupancy agreement with the Friends of Bailey Arboretum.

George Maragos
Comptroller



Redacted
Copy

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Friends of Bailey Arboretum

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on January 31, 2006. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into 2006 -2011 - original and renewal 2011 – 2017.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department

must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 CB. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

8/17/17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE



BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

Re: Friends of Bailey Arboretum

Operator is a not-for-profit organization whose corporate charter and sole purpose is to assist the County in the operations of the world class arboretum, known as Bailey Arboretum, for the benefit of the residents of Nassau County and the general public.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: **FRIENDS OF NASSAU COUNTY BAILEY ARBORETUM**

Dated: August 14, 2017

Signed: Janet M. Deans

Print Name: Janet M. Deans

Title: Co - President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Peter Picoli
Date of birth 11-5-1954
Home address 15 Old Orchard St.
City/state/zip Cambridge, MA 02138
Business address 100 Brookline Ave.
City/state/zip Cambridge, MA 02139
Telephone 617-752-1111
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

Co President 7 / 1 / 2016 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

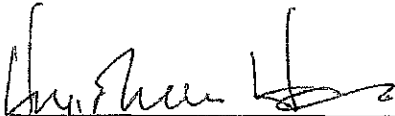
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Peter Picoli, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of August 2017



Notary Public

Howard Thomas Hogan, Jr.

Notary Public, State of New York

No. 02H06037037

Qualified in Nassau County

Commission Expires Feb. 14 2018

Friends of Nassau County Bailey Arboretum

Name of submitting business

Peter Picoli

Print name

Signature

Co-President

Title

8, 7, 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jonathan C. Sullivan
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ___/___/___ Treasurer 6/12/16
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? ☒ YES ☐ NO ☐ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jonathan Sullivan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of August 2017

Rona Kupferberg
Notary Public

RONA KUPFERBERG
Notary Public, State of New York
No. 01KU6160119
Qualified in Queens County
Commission Expires January 29, 2019

Name of submitting business

Jonathan Sullivan

Print name

[Signature]

Signature

Treasurer

Title

8 / 7 / 17

Date

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

1. Principal Name Tanet M. Deans
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

- 10- President 07/21/2016 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / / / /
(Other) / /

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Janet M. Deans, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of August 2017

Howard Thomas Hogan, Jr.
Notary Public

Howard Thomas Hogan, Jr.
Notary Public, State of New York
No. 02H06037037
Qualified in Nassau County
Commission Expires Feb. 14, 2018

Friends of Bailey Arboretum
Name of submitting business

Janet Deans
Print name

Janet Deans
Signature

Co-President
Title

8, 11, 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: **August 2, 2017**

1) Proposer's Legal Name: **The Friends of Nassau County Bailey Arboretum**

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: **None**

3) Mailing Address (if different): **Not Applicable**

Phone: [REDACTED]

Does the business own or rent its facilities? **No**

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation X
Other (Describe) 501 c 3

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such

conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No Conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future; **Bailey's will require all employees and members of its Board of Trustees – to attest annually that they do not have any financial or family relationship with Nassau County or any Elected official of employee thereof.**

17 A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences must be identified.

The Friends of Nassau County Bailey Arboretum is a not-for-profit corporation that was founded for the purpose of encouraging and assisting "in the development and promotion of the art and science of horticulture in the County of Nassau by receiving, administering and disbursing gifts and grants of money and property of every kind for the benefit of the Nassau County Bailey Arboretum' and in fostering 'special projects to enrich the horticultural program including but not limited to publications, special exhibits, educational workshops and horticultural research programs."

In 1911, Frank Bailey undertook a lifelong endeavor by transforming a once working farm into a world class private garden museum that is today known as Bailey Arboretum and improved with a 200 year old Manor House, an education center and over seven acres of manicured grounds all nestled in a magnificent 42 acre Arboretum. Located therein are formal rose gardens, fresh water ponds, hundreds of specimen trees and a Metasequoia that holds the distinction of being the world's largest Dawn Redwood Tree.

Thru a succession of Use and Occupation Agreements with the County of Nassau, "Bailey's", as it is known, continues to serve as the steward of this magnificent property. In 2015 Bailey's was awarded recognition by ArbNet as a Level 11 accredited arboretum in the renowned Morton Register of Arboreta. An accolade that sets it apart from any other Arboretum on Long Island and the metropolitan area.

i) Date of Formation: February 18, 1974.

ii) Names, addresses and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: **The Friends of Bailey Arboretum is a not-for-profit corporation. No persons have any financial interest in the entity.**

iii) The names and addresses of all officers and directors of the company;

- **Peter Picoli (co-President) 15 Cherrywood Lane, Locust Valley, NY 11560**
- **Janet M. Deans (Co-President) 1155 Pine Valley Road, Oyster Bay, NY 11771**
- **Jonathan Sullivan (Treasurer) 26 Egypt Lane, Locust Valley, NY 11560**

iv) State of Incorporation; **The Friends of Nassau County Bailey Arboretum was incorporated in New York State as a not-for-profit corporation on November 18, 1974.**

v) The number of employees in the firm; **Bailey's is staffed by one full time employee and three part time employees.**

vi) Annual revenue of the firm; Bailey's 2016 Annual Revenue was \$298,072.00 which sum includes \$90,000.00 in grants.

vii) Summary of relevant accomplishments: Among Bailey's many accomplishments are:

- Being awarded level 11 accreditation and being listed in the Morton Register of Arboreta.
- Re-identifying, and labeling over 300 specimen trees.
- Completing the conversion of old Perennial Beds into a formal rose garden consisting of over 30 varieties of Roses.
- Improving and using the Arboretum's green house for the year round production of flowers and plants.
- Serving as an education center for the general public, grade school children, Girl Scouts, BOCES students, bird watchers and photographers. It is a venue where casual visitors can stroll through and enjoy the Arboretum's gardens, ponds and wooded areas.
- Serving as an interim home for the Volunteers for Wildlife and its rehabilitation and educational center.
- Preserving with pride a cherished natural resource for generations to come.

viii) Copies of all state and local licenses and permits; '

B. Indicate number of years in business: The Friends of Nassau County Bailey Arboretum (now referred to as the Friends of Bailey Arboretum) was organized on February 18, 1974 and has been serving as the "official" steward of Bailey's Arboretum since 2006 pursuant to Use and Occupation Agreements with the County of Nassau.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services; Being listed in the Morton Registry of Arboreta as the only level 11 accredited arboretum on Long Island and in the New York metropolitan area speaks legions of Bailey's capacity and ability to continue to serve as steward of this extraordinary property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

D. Provide names and addresses of no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capacity to perform this work

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Janet M. Deans being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied is true to the best of our knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

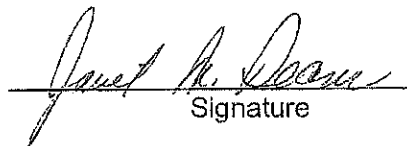
Sworn to before me this 14 day of August, 2017


Notary Public

Howard Thomas Hogan, Jr.
Notary Public, State of New York
No. 02H06037037
Qualified in Nassau County
Commission Expires Feb. 14 2018

Name of submitting business The Friends of Nassau County Bailey Arboretum

By: Janet M. Deans


Signature

Co-President

Title

08 / 14 / 2017
Date

Signature

Date

EDWARD P. MANGANO
COUNTY EXECUTIVE

LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER

PERMIT

To Operate a
Institutional Food Service

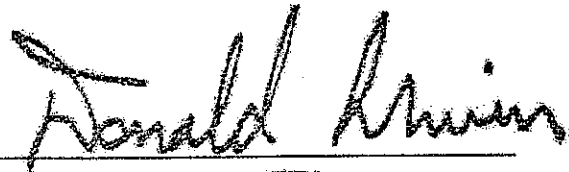
This is to certify that
FRIENDS OF BAILEY ARBORETUM

the operator of
BAILEY ARBORETUM
at
194 BAYVILLE ROAD
LATTINGTOWN, NY 11560

Located in the **VILLAGE** of **LATTINGTOWN** in **NASSAU** County
is granted permission to operate said establishment in compliance with the provisions
of **Subpart 14-1 of the State Sanitary Code** and
under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws,
Ordinances, Codes, Rules and Regulations.

Effective Date May 31, 2017
Permit is NON-TRANSFERABLE



DONALD P. IRWIN

Permit Issuing Official

This permit expires on May 31, 2018 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 20505-01

Permit Number 0909

Operation ID 740214

Company: Wonderland Tree Care, Inc.

Contact Person: Thomas Golan, President

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

Fax #: [REDACTED]

E-Mail Address: [REDACTED]

Company: Constance T. Haydock – landscape Architecture

Contact Person: Constance T Haydock

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

Fax #: [REDACTED]

E-Mail Address [REDACTED]

Company: Innocenti and Webel Landscape Architects

Contact Person: James F. Wellington

Address: [REDACTED]

City/State: [REDACTED]

Telephone: [REDACTED]

Fax #: [REDACTED]

E-Mail Address: [REDACTED]

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Friends of Nassau County Bailey Arboretum

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp 501 c 3 Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Peter Picoli, [REDACTED]

Janet M. Deans, [REDACTED]

Jonathan Sullivan, [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Peter Picoli, [REDACTED]

Janet M. Deans, [REDACTED]

Jonathan Sullivan, [REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: August 14, 2017

Signed:

Print Name:

Janet M. Deans

Title:

Co-President

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**USE AND OCCUPATION PERMIT
FOR THE MANAGEMENT AND OPERATION OF BAILEY ARBORETUM**

between

COUNTY OF NASSAU,

as Permittor

and

FRIENDS OF BAILEY ARBORETUM

as Permittee

Premises: Bailey Arboretum Site, 1041 P. O. Box 1111, Nassau, N.Y.

Friends of Bailey's Arboretum

Table of Contents

1	Use of the Premises
2	(a) Term
	(b) Extension
3	Fee
4	(a) Use of Premises
	(b) Prohibited Uses
	(c) Gift Shop
	(d) Food Services
	(e) County Use
	(f) Rental of Housing Units
	(g) Artistic Control
5	Business Plan
6	Standard of Operation
7	Hours Open to the Public; Admissions Fees
8	County Representation on Board of Trustees
9	(a) Maintenance, Utilities, Security and Repairs of Premises
	(b) Structural Repairs
	(c) Maintenance of Adjacent Areas and Walkways
	(d) Maintenance of the Grounds
	(e) Inspection
10	Bond Status
11	Condition of the Premises; Title; No Brokers
12	Ownership of Equipment
13	Accounting Procedures; Records
	(b) (1) Independent Annual Financial Statements and Reports
	(2) Supplemental Information
	(c) Annual Reports
	(d) Proof of Payments
	(e) Survival
14	Compliance With Law
	(a) Generally
	(b) Records Access
	(c) Certificate of Occupancy
	(d) Lattingtown Agreement
15	Release; Indemnification; Defense; Cooperation
16	Insurance
	(a) Types and Amounts
	(b) Acceptability; Deductibles; Subcontractors
	(c) Delivery; Coverage Change; No Inconsistent Action
17	Damage or Destruction

18	Condemnation	
19	Assignment; Amendment; Waiver; Subcontracting	
20	Termination.	
21	Breach of Agreement; Events of Default	
22	Surrender	
23	Repossession	
24	Lien	
25	Alterations	
26	Independent Contractor	
27	No Arrears or Default	
28	Limitations on Actions and Special Proceedings Against the County	
	(a) Notice	
	(b) Time Limitation	
29	Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver	
30	Rights Reserved by the County	
31	Notices	
32	All Legal Provisions Deemed Included; Severability; Supremacy	
33	Section and Other Headings	
34	Entire Agreement	
35	Not-For-Profit Status of Permittee	
36	Executory Clause	
	(a) Approval and Execution	
	(b) Availability of Funds	
37	Successors and Assigns	
38	Waiver of Compensation	
Exhibit "AA"	—	Bailey's Arboretum Site Map
Exhibit "B"	—	DPW Guidelines
Appendix "EE"	—	Equal Employment Opportunities for Minorities and Women

Bailey's Arboretum Agreement

THIS USE AND OCCUPATION PERMIT AGREEMENT FOR THE MANAGEMENT AND OPERATION OF BAILEY'S ARBORETUM (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the **County of Nassau**, a municipal corporation having its principal offices at One West Street, Mineola, New York 11501 (hereinafter referred to as the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), as licensor, and the **Friends of Bailey Arboretum**, a not for profit organization having offices at [REDACTED] (hereinafter referred to as the "Permittee").

WITNESSETH:

WHEREAS, the County is the owner of the Bailey Arboretum site which consists of the buildings and improvements thereon at 194 Bayville Road, Locust Valley, New York, 11560-2017 and more particularly described in the site map attached hereto and hereby made a part hereof a Exhibit A ("Bailey Arboretum" or the "Premises"); and

WHEREAS, the County desires to make Bailey Arboretum available to its citizens for recreation, horticultural education, environmental education, cultural events, and community events; and

WHEREAS, the Permittee, a cultural, not-for-profit/educational organization was formed to ensure the sustainability of Bailey's Arboretum as a source of education and enjoyment for all citizens of the County; and

WHEREAS, the County wishes to provide for the long term occupancy of the Premises by the Permittee, subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Use of the Premises. The County does hereby grant to the Permittee the exclusive license and privilege to use, occupy and operate the Premises subject to and in accordance with the provisions set forth in this Agreement. It is expressly understood and agreed that no real property is leased to the Permittee by this Agreement, nor is the Permittee permitted to license or lease any real property as a result of this Agreement, except as otherwise provided herein.

2. Term. (a) Subject to terms and conditions contained in this Agreement, this Agreement shall be for a period of ten (10) years. The term of this Agreement (the "Term") shall commence on the date on which this Agreement is last executed by the parties hereto (the "Agreement Commencement Date") and shall terminate on the tenth (10th) anniversary of the

Agreement Commencement Date (hereinafter the "Agreement Expiration Date"), unless sooner terminated or extended in accordance with its terms.

(b) Extension. The Permittee may request that the Term be extended for an additional ten (10) year term (the "Extension"), provided that, at such time as the Permittee delivers its request to extend the Term: (i) this Agreement is in full force and effect, (ii) the Permittee is not in default of any of the terms, covenants or conditions of the Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) the Permittee is in possession of the Premises (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement). The Permittee may request the Extension by delivering a notice of extension to the County at least one hundred twenty (120) days prior to the Agreement Expiration Date. If the Permittee shall validly request the Extension and the County approves such Extension in writing, the Agreement so extended shall be on the same terms, conditions and covenants as during the initial Term, except that the Permittee shall have no further right to extend or renew the Term following the expiration of the extended Term. Nothing herein shall preclude the Permittee from requesting a new Use and Occupancy Agreement nor preclude the County from granting same provided this Agreement is in full force and effect, (ii) the Permittee is not in default of any of the terms, covenants or conditions of the Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) the Permittee is in possession of the Premises (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement), the Permittee shall have the option to further extend the within Agreement by delivering a notice of its intent to exercise its option to the County at least one hundred twenty (120) days prior to the first extended term's Agreement Expiration Date upon such terms and conditions that the parties may reasonably agree upon.

3. Fee. (a) The fee supplied by the Permittee shall be the use and enjoyment of the facility as operated by the Permittee by Nassau County residents and the general public.

Payment of the Fee by the Permittee is due on or before the 20th day following Dec 31st of each calendar year of operation. With the payment, Permittee shall submit to the Department, in a form satisfactory to the County, a statement of income, certified and signed by a member of a Certified Professional Accounting Firm, detailing total revenues and total expenses.

4. (a) Use of Premises. The Permittee shall continuously use the Premises solely for the following activities

- (1) workshops on horticulture, the environment, and conservation
- (2) gatherings of school children, garden clubs and conservation organizations
- (3) special events to raise funds for the Arboretum and raise community awareness of the site
- (4) horticultural research
- (5) guided tours
- (6) sale of plant materials and other gift items

- (7) rental to organizations or individuals for private events such as weddings, bar mitzvahs, anniversary parties.
- (8) housing for employees of Permittee
- (9) such other uses as may reasonably be agreed upon by the Parties.

- (b) Prohibited Uses
- (1) athletic events involving team sports
 - (2) activities prohibited by village or county ordinance.
 - (3) any purpose other than those purposes set forth in this Agreement without the prior written consent of the County.

(c) Gift Shop. The Permittee shall have the right to operate or contract for the operation of, at its own cost and expense and at no cost to the County, a gift shop concession on the Premises which sell various items typically sold in comparable gift shop venues, provided that any such gift shop concessions and any contract with a third-party gift shop operator, shall, in each case be, subject to the prior review and written approval of the Department. All services and operations provided under this paragraph shall be conducted in a manner consistent with the standards of operation as set forth in Section 6 of this Agreement.

(d) Food Service The Permittee shall have the right to operate or contract for the operation of, at its own cost and expense and at no cost to the County, food service, vending machines and/or catering concessions on the Premises which shall sell various food and beverage items typically sold in comparable food and beverage service venues, provided that any such food and beverage concessions and any contract with a third-party food service operator, shall, in each case be, subject to the prior review and written approval of the Department. All services and operations provided under this paragraph shall be conducted in a manner consistent with the standards of operation as set forth in Section 6 of this Agreement.

(e) County Use. The County reserves the right, upon reasonable notice to Permittee and at no cost to the County, to use and occupy mutually agreed upon areas on the premises for up to five (5) special events per year.

(f) Sublicensing of Housing Units. The Permittee shall have a right to sublicense housing units located on the Premises to bona-fide employees of the Permittee at fair market value for such housing units, subject to the prior written approval of the Department.

(g) Artistic Control. Subject to the terms and conditions of this Agreement and the County's right to oversee the Permittee's performance of its obligations hereunder, the Permittee shall have sole artistic, programmatic and administrative control over the events and activities conducted within and on the Premises, so long as such events and activities shall be in consonance with the uses set forth in this Section.

5. Business Plan. The Permittee shall provide to the County on or before the Agreement Commencement Date, and annually thereafter a "Business Plan" for the ensuing

operating year. As used in this Agreement, the term "Business Plan" shall mean a document that includes the following information regarding the Permittee: (i) mission statement and goals; (ii) governance papers and by-laws; (iii) list of the Board members; (iv) organizational chart (v) services summary, (vi) marketing strategy and goals, (vii) fundraising strategy and goals, (viii) visitation statistics for the prior year, including a breakdown differentiating attendance by any facility member plans, educational organizations, the general public and any other distinct categories, and visitation projections for the future, (ix) operating procedures, (x) personnel plan, (xi) list of contracted services and details of each arrangement, (xii) insurance summary, (xiii) capital equipment and supply list, (xiv) profit and loss statements, (xv) cash flow analysis (xvi) balance sheet and (xvii) any other information relevant or material to the Permittee.

6. Standard of Operation. (a) The Permittee shall maintain and operate the Premises for the benefit of all County citizens in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable arboretums, and in such further manner as the County shall prescribe. The Permittee shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(b) The Permittee shall provide the necessary number of personnel having the requisite skills together with any necessary personal equipment to ensure operation of the licensed Premises in compliance with this Section.

(c) The Permittee shall perform such ongoing and preventive maintenance activities necessary to maintain the Premises in good order and repair and consistent with prevailing, professional and industry or trade standards and pursuant to the respective obligations of the parties contained in this Agreement.

(d) The Permittee shall, and shall cause all Permittee agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

7. Hours Open to the Public; Admission Fees. The public areas of the Premises and other public facilities operated by the Permittee shall be open to the public not less than five (5) days a week, from the hours of nine o'clock (9:00) A.M. to four o'clock (4:00) P.M.. The Permittee may institute a discretionary admissions fee policy with regard to general admission to such public areas, provided that such policy and the suggested fees to be charged are subject to the prior written approval of the County, and may charge a reasonable fixed admission fee for special events and temporary exhibitions. The days and hours that the public areas are open to the public, and the general admission fees to be charged (including the suggested amount of any discretionary fee), shall not be changed without the prior written approval of the Department.

8. County Representation on Board of Trustees. The Nassau County Commissioner of Parks, Recreation and Museums, or his or her successor in office, shall be appointed by the Permittee as a member of its Board of Trustees ex officio with all the powers attendant thereto, and may appoint a representative who may attend on behalf of the County any meeting of the

Board of Trustees, including but not limited to meetings of individual committees. Such ex officio member shall not have the power to vote.

9. Maintenance, Utilities, Security and Repairs of Premises. (a)(1) It is understood by the Permittee that the Permittee shall, at the Permittee's sole cost and expense and to the satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect all litter, debris and rubbish generated from its operations at the Premises (but not removal as provided for in Section 9(a)(2) below); (iii) pay for any utilities, fuel, electricity, water, telephone or other costs relating to the private residential portions of the premises operating this Agreement, including, without limitation, the installation of separate meters for the private residential portion of the Premises, whether furnished to Permittee by or through the County or obtained directly by the Permittee from the utility provider, provided, however, that the Permittee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals, including the prior written consent of the County; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) make all nonstructural repairs, interior or exterior, required to keep the Premises in good condition at all times. All repairs, restorations and replacements by the Permittee shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner.

(a)(2) The County shall pay all reasonable and necessary expenses actually incurred relating to utilities, the main telephone line, fuel, electricity, debris/litter/rubbish removal and water expenses in connection with the operation of the Premises except as otherwise provided in this Agreement.

(b) Structural Repairs. After a review and approval by the Department of Public Works of any request for structural repairs, the County shall make all reasonable and necessary Structural, as that term is defined below, repairs as needed. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Premises); the foundations and all structural portions of the Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Premises (to the extent not maintained by a Public Utility Company), and all components of Base Building Systems as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, wiring, mechanical systems, HVAC systems, electrical systems, plumbing, sewer systems, shafts and conduits located on the Premises, as well as any other systems or components not in the exclusive control of the Permittee. The County shall also maintain, repair and/or replace as needed, all exterior window glass, window frames, window gaskets, window caulking in or serving the Premises. Notwithstanding the foregoing, nothing in this Section shall obligate the County to make any repair caused by the negligent or willful misconduct of Permittee, in which case the Permittee shall pay for the cost of the repair. The Permittee shall promptly notify the County of any condition necessitating repairs to the Premises that should be properly made by the County under this Section. All repairs, restorations and replacements by the County shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner.

(c) Maintenance of Adjacent Areas and Walkways. The Permittee, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks abutting the Premises, and all other areas and spaces located in front of or adjacent to the Premises, for which the Permittee would be so responsible by law if it were the fee owner of the Premises.

(d) Maintenance of the Grounds. The Department will perform a twice yearly clean-up of the grounds in the Spring, before May 1, and in the Fall, after September 15. All other maintenance of the grounds is the responsibility of the Permittee.

(e) Inspection. The Nassau County Department of Parks, Recreation and Museums and any other County agencies with jurisdiction over the Premises shall at all times and upon advance notice (except in cases of emergency) have access to the Premises for general police visitation and inspection and for all other lawful purposes.

10. Bond Status. The Permittee shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Permittee shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.

11. Condition of the Premises; Title; No Brokers. (a) The Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by the Permittee, and has found the Premises to be suitable for its permitted use as provided herein. The Permittee acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting the Premises in its "AS IS" condition **"WITH ALL FAULTS"** as of the date of this Agreement.

(b) The Permittee covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Agreement, ordinary wear and tear excepted, and that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Permittee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Permittee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Permittee to be abandoned. The Permittee shall remain liable to the County for any damages should the Permittee fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.

(c) The Permittee represents to the County that it has not dealt with any broker, finder or like entity in connection with this Agreement or the transactions contemplated hereby, and agrees to indemnify and hold harmless the County for any claim for brokerage commissions, fees or other compensation by any such broker, finder or like entity claiming to have acted or dealt with it in connection with this Agreement or the transactions contemplated hereby.

12. Ownership of Equipment. (a) To the extent not supplied by the County, or procured with funds appropriated by the County, the Permittee shall, at its own expense, purchase and maintain such office furniture, equipment, and other movable property as shall reasonably be required by it to operate, maintain and secure the Premises and to carry out the Permittee's obligations as set forth in this Agreement, and shall cause third parties permitted to use the Premises under the terms of this Agreement to do so. The property supplied by the Permittee shall remain the property of the Permittee and may be removed at will, provided, however, that (i) any damage to the Premises caused by such removal is promptly repaired by the Permittee, and (ii) all fixtures and all other property, supplied or installed by the Permittee or by any other person, which shall become annexed to the Premises in such a manner that it cannot be removed without causing structural damage to the Premises shall become the property of the County immediately upon its installation or annexation. No buildings or walks, whether provided by the Permittee or by others, and no statuary, fixtures, equipment or other property or structures provided or paid for by the County or otherwise procured with County appropriations may be removed from the Premises without the prior written consent of the County.

(b) Any equipment that is purchased with County funds or supplied by the County shall remain the property of the County and shall be identified as such in the books of accounts and records of the Permittee. Such equipment shall be subject to periodic monitoring by the County for inventory and control purposes, but the County shall have no responsibility to maintain or repair such equipment. In the event that such equipment is no longer being used by the Permittee and the County, in the reasonable exercise of its discretion, determines that such equipment is not needed for the Permittee's operations at the Premises, then the Permittee, upon ten (10) days' prior notice to the County, shall return the equipment to the County at such time and place as the County shall designate. Should the Permittee advise the County within such ten (10) period of any objection to the return of the equipment, then the County shall provide the Permittee with a reasonable opportunity to be heard with regard to such objection prior to making the determination that the equipment should be returned.

13. Accounting Procedures: Records. (a) The Permittee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Permittee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." (collectively, the "Accounting Standards"). Such Records shall at all times be available for audit and inspection by the Nassau County Comptroller (the "County Comptroller"), or any other appropriate governmental authority with jurisdiction over the

provision of services hereunder and/or the payment therefore, and any of their duly designated representatives.

(b)(1) Independent Annual Financial Statements and Reports. Each year during the Term of this Agreement, the Permittee shall submit to the County financial statements for the Permittee's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Permittee, the County Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Permittee provides the County Comptroller with an unaudited financial statement covering the relevant fiscal year.

(b)(2) Supplemental Information. Such financial statements shall include as supplemental information detailed schedules of the Permittee's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Premises. Such supplemental information shall be provided in a format mutually agreed upon by the Permittee and the County, and shall be reconciled to the basic financial statements and covered by the independent auditor's report referred to in subparagraph (b)(1) above.

(c) Annual Reports. The Permittee shall each fiscal year provide the County with a copy of its annual report, if issued by the Permittee, and shall render such other reports and statements, and furnish such information, financial or otherwise, relating to the Premises and/or the Permittee's obligations under this Agreement as may reasonably be requested by the County.

(d) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Permittee shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Permittee pursuant to this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

14. Compliance With Law. (a) Generally. The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of Appendices U and EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Permittee acknowledges that Permittee Information in the County's possession may be subject to disclosure under Section 87 of the New York State

Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Permittee of such request prior to disclosure of the Information so that the Permittee may take such action as it deems appropriate.

(c) Certificate of Occupancy. The Permittee's use of the Premises shall be in complete conformity with the Certificate of Occupancy then currently in effect for the Premises and any other applicable laws and regulations, including, but not limited to, the American's with Disabilities Act.

(d) Lattingtown Agreement. This Agreement shall comply with the terms of that certain agreement relating to the Premises dated December 1967, and any subsequent amendments, between the County, the Incorporated Village of Lattingtown and the Frank and Marie Louise Bailey Foundation (the "Lattingtown Agreement"). This Agreement may be subject to modification from time to time, subject to the prior written approval of both the County and the Permittee,

15. Release; Indemnification; Defense; Cooperation. (a) The County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by the Permittee or any other party arising out of (i) the occupancy or use of the Premises or any property contained therein, whether on or in proximity to the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any property contained therein. The Permittee expressly releases and discharges the County from any and all claims and actions alleging or arising out of the foregoing unless such injury, damage or death was caused by the County's negligence.

(b) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, County Departments and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Permittee shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(c) The Permittee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Permittee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Permittee is responsible under this Section, and, further to the Permittee's indemnification obligations, the Permittee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Permittee shall, and shall cause Permittee Agents to, cooperate with the County and County Departments in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Permittee and/or a Permittee Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

16. Insurance. (a) Types and Amounts. The Permittee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage and excess liability coverage in the amount of at least four million dollars (\$4,000,000) in one or more layers, which limits may be revised from time to time at the sole discretion of the County to reflect amounts which a prudent tenant or licensee of a comparable size and in a comparable endeavor would obtain, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Permittee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) automobile insurance for all owned, non-owned and hired vehicles used by the Permittee in furtherance of its operations with a one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, which limit may be revised from time to time at the sole discretion of the County, and (v) such additional insurance, including, but not limited to, tenants policies such as hazard and liability insurance with respect to the housing units, performance bonds and subcontractor insurance policies, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Permittee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Permittee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Permittee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Permittee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Permittee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Permittee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Permittee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Permittee to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Damage or Destruction. (a) The Permittee shall notify the County immediately if the Premises or any improvements thereon or any portion thereof are damaged or destroyed in whole or in part by fire or other casualty.

(b) If the Premises shall be damaged or destroyed by fire or other casualty, the County, in its sole discretion, may repair or restore the Premises but shall be under no obligation or duty to do so. In the event that fire or other casualty shall so damage the Premises that they cannot be restored absent substantial reconstruction ("Substantial Casualty") and the County elects not to restore or repair the Premises, the County shall have the right to terminate this Agreement in accordance with the terms and conditions set forth herein.

(c) If the County elects to repair any damage to the Premises, or any portion thereof, the Permittee shall assign to the County any proceeds of insurance received by the Permittee with regard to such damage. In no event shall the Permittee settle any insurance claim or dispute regarding such damage without the County Attorney's prior written approval.

18. Condemnation. (a) If the whole or any part of the Premises shall be taken by any lawful power or authority for any public or quasi-public use or purpose by the exercise of a right of condemnation or eminent domain, or, in lieu thereof, by Agreement of the County, the Permittee and those authorized to exercise that right, or if any such taking or condemnation of a portion of the Premises shall, in the reasonable opinion of the County, render the Premises unusable for the purposes contemplated by this Agreement, then the Term of this Agreement shall be deemed to have ceased and terminated on the date preceding the date of vesting of title in any condemnation proceeding or action taken or had. Upon such taking or condemnation, the entire award paid with respect to the Premises shall be paid to the County.

(b) Notwithstanding the foregoing, the Permittee may make its own claim for any separate award that may be made by the condemnor for the Permittee's loss of business, or for any cost or loss of business the Permittee may sustain in the removal of the Permittee's trade fixtures, equipment and furnishings, or as a result of any alterations or repairs which the Permittee may be required to do in order to place that portion of the Premises not so condemned in a condition suitable for the continuance of the Permittee's occupancy thereof. Nothing herein, however, shall create any rights to such claim under applicable condemnation laws, nor require the County to pay any portion of any award it may receive on account of any condemnation award made to the Permittee.

19. Assignment; Amendment; Waiver; Subcontracting. (a) Except as provided in this Section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) If consent to assign, amend, waive or subcontract this Agreement is granted, each assignee or successor to the Permittee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Permittee for the due performance of all

the terms, covenants, conditions and agreements herein contained on the Permittee's part to be performed. In the event of a default of this Agreement by an assignee, the County will notify the Permittee of such default.

(c) Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County, unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Permittee under this Agreement.

(d) Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County, of the provisions of this Section or relieve the Permittee of its liability for the full performance by it of the covenants of this Agreement on the part of the Permittee to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the Permittee from obtaining the written consent of the County to any subsequent assignment or encumbrance if such consent is required under the provisions of this Section.

(e) This Section 19 shall not be deemed to prohibit the Permittee from granting to any person, firm or corporation ("Person") the right to use the Premises for purposes intended to implement the Permittee's use of the Premises as set forth in Section 4 of this Agreement, to charge admission therefore or to collect from any such Person fees or rentals for such use of the Premises ("Permitted Rentals"). The Permittee shall reinvest all net revenues received by the Permittee from Permitted Rentals in its maintenance and operation of the Premises.

20. Termination. (a) Notwithstanding any language contained herein, this Agreement is terminable at will by the County, in its sole discretion, provided, however, that such termination shall not be arbitrary and capricious. Such termination shall be effective thirty (30) days after written notice is sent to the Permittee. The County, its employees and agents shall not be liable for damages to the Permittee in the event that this Agreement is terminated by the County as provided for herein. In the event such notice is not given, this Agreement shall terminate as described in Section 2 of this Agreement.

(b) In connection with the termination or impending termination of this Agreement, the Permittee shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Permittee's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

21. Termination, Breach of Agreement; Events of Default. (a) Should the Permittee breach or fail to comply with any of the provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, the County may in writing order Permittee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Permittee fails to comply with such written notice within twenty (20) days from the mailing thereof, subject to unavoidable delays beyond the reasonable control of the Permittee, then this Agreement shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, the County, by notice in writing, may

revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this Agreement may be terminated on one (1) day notice: (i) appointment of any receiver of the Permittee's assets; (ii) the making of a general assignment for the benefit of creditors; (iii) the occurrence of any act which operates to deprive the Permittee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the Agreement; (iv) the levy of any attachment or execution which substantially interferes with the Permittee's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days; (v) should the Permittee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; (vi) should any principal of the Permittee be convicted of a crime involving moral turpitude.

(c) Nothing contained in this Section shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which the County may terminate this Agreement.

22. Surrender. Upon the expiration or earlier termination of this Agreement, the Permittee shall quit and quietly and peaceably yield up and surrender to the County the Premises and all fixtures, and such furniture, equipment and movable property and all replacements thereof provided or installed by the County or procured with funds provided through County Support, all in as good condition as when received, reasonable wear and tear excepted. Any movable furniture, equipment or other property provided or installed by the Permittee other than by the use of funds provided by County Support may be removed by the Permittee upon such expiration or termination, subject to the provisions of this Agreement. However, in the event such removal is not performed within thirty (30) days after termination or expiration of this Agreement, or within such additional period of time as the County may permit in writing, upon five (5) days' notice to the Permittee, such furniture, equipment and property may be kept, disposed of or sold by the County, and the County shall be entitled to all proceeds thereof. The Permittee's obligations under this Section shall survive the expiration or earlier termination of the term of this Agreement.

23. Repossession. The Permittee further represents that it has knowledge of the fact that the Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said Agreement hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

24. Lien. (a)(1) The Permittee shall not permit the Premises to be encumbered by any Lien (defined below). As used in this agreement, the word "Lien" means any mortgage,

deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(a)(2) The prohibition against liens set forth in subparagraph (a)(1) above shall not be construed to prohibit the financing of expenditures made or incurred by the Permittee which are secured, in whole or in part, by a pledge of a security interest in revenues generated by exhibitions, events or other activities on the Premises, provided, however, that such prohibition shall apply to any lien, encumbrance or charge upon income derived from Permitted Rentals.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Permittee shall be filed against any assets of, or funds appropriated to, the County, the Permittee shall, within ninety (90) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Permittee shall not be required to discharge any such lien if the Permittee shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Permittee's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Permittee, the Permittee shall immediately cause such lien to be discharged of record.

(c) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Permittee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Permittee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Permittee or any sublicensee or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

25. Alterations. (a) An "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement or construction work of any kind to the

Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of the Premises.

(b) The Permittee may alter the Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of the County upon their attachment, installation or affixing.

(c) In order to alter the Premises pursuant to subsection (b) of this Section, the Permittee must: (i) Obtain the County's prior written approval for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) Ensure that work performed and Alterations made on the Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of herein, in a good and workmanlike manner, and within a reasonable time; (iii) Perform and complete all such Alterations at its sole cost and expense, in strict compliance with the County's Department of Public Works guidelines attached hereto and hereby made a part hereof as Exhibit "B", and (iv) notify the County of the completion of, and the making final payment for, any Alteration within ten (10) days after the occurrence of said completion or final payment.

(d) The County may, in its sole discretion, make Alterations or repairs or perform maintenance to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any such Alterations, repairs or maintenance, nor shall this provision in any way affect or impair the Permittee's obligations herein in any respect. The Permittee agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as deemed necessary by the County. The County shall use its best efforts to give the Permittee at least fourteen (14) days written notice of any such work and not to interfere substantially with the Permittee's operation or use of the Premises. The County may temporarily close a part or all of the Premises for the County's purpose as determined by the County in its sole discretion. In the event that the Permittee must close the Premises for the purposes provided for in this Agreement because of such County construction, then the Permittee may propose and submit for County approval, a plan to equitably address the impact of the closure. The Permittee shall be responsible for security of all of the Licensees' property on the Premises at all times.

26. Independent Contractor. The Permittee is an independent contractor of the County. The Permittee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Permittee (a "Permittee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

27. No Arrears or Default. The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the

County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

28. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Permittee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Permittee shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Permittee shall allege that the above-described actions and inactions preceded the Permittee's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

29. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver. (a) Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

(b) BOTH THE LICENSEE AND THE COUNTY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT

30. Rights Reserved by the County. (a) All rights not specifically granted to the Permittee in this Agreement shall be reserved by the County.

(b) Except as otherwise provided in this Agreement, the Permittee shall not operate, or permit the operation of, any concession on the Premises, or permit others to use all or a portion of the Premises for commercial events, except with the prior written approval of the County. Notwithstanding the foregoing, unless the Permittee is otherwise notified in writing by the County, the approval of the County shall not be required for conducting, or sublicensing portions of the Premises for the purpose of conducting, receptions or special events ("Special Events") of limited duration intended to provide revenues to support the Permittee's operation of the Premises.

31. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, (d) to the County Attorney's Office, attention: Transactions Bureau Chief, at the address specified above for the County, and (e)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Permittee shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Permittee, to the attention of the person who executed this Agreement on behalf of the Permittee at the address specified above for the Permittee, or in each case to such other persons or addresses as shall be designated by written notice.

32. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

33. Section and Other Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

34. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

35. Not-For-Profit Status of Permittee. The Permittee is and shall at all times during the Term maintain itself as an exempt organization under Internal Revenue Code § 501(c)(3) and

the Treasury Regulations thereunder. The failure of the Permittee to comply with the terms and conditions of this Section shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

36. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

37. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and the Permittee and their respective permitted successors and assigns.

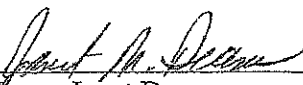

38. Waiver of Compensation. (a) The Permittee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and the Permittee hereby expressly releases and discharges the County and its agents from any demands, claims, actions and causes of action arising from any of the causes aforesaid.

(b) The Permittee further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this Agreement is terminated by County.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Permittee and the County have executed this Agreement
as of the date first above written.

FRIENDS OF BAILEY'S ARBORETUM

By: 
Name: Janet Deans
Title: Co-President
Date: 7/27/2017 

By: _____
Name: Peter Picoli
Title: Co-President
Date: 7/27/17

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of July in the year 2017 before me personally came Janet Deans to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that she is the Co-President of Friends of Bailey Arboretum, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Edward Lee Kim
NOTARY PUBLIC

Howard Thomas Hogan, Jr.
Notary Public, State of New York
No. 02H06037037
Qualified in Nassau County
Commission Expires Feb. 14 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of July in the year 2017 before me personally came Peter Picoli to me personally known; who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Co-President of Friends of Bailey Arboretum, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Charles H. H.
NOTARY PUBLIC

Howard Thomas Hogan, Jr.
Notary Public, State of New York
No. 02H06037037
Qualified in Nassau County
Commission Expires Feb. 14 2018

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

NOTARY PUBLIC

EXHIBIT AA- BAILEY'S ARBORETUM SITE MAP

and on a reservation basis. (See [here](#)

[illegible]

EXHIBIT B – DPW GUIDELINES

**GUIDELINES for ORGANIZATIONS PROPOSING the CONSTRUCTION OF
BUILDINGS and OTHER STRUCTURES ON COUNTY PROPERTY**

March 11, 1996
Rev. 1 December 5, 1997
Rev. 2 March 10, 1999

These guidelines have been prepared to safeguard the health and welfare of the public, to assure proper quality and useful life of proposed permanent improvements, and to reduce public liability.

Organizations proposing buildings or facilities on County property, or proposing improvements to existing County facilities, should comply with the guidelines below:

A. The organization must have the work designed by a New York State licensed Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

1. New York State Uniform Fire Prevention & Building Code
2. New York State Energy Conservation Construction Code
3. New York State Sanitary Code
4. National Electric Code
5. Occupational Safety and Health Administration Code
6. State laws, Local Ordinances and Utility Company Regulations
7. New York State Industrial Code
8. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
9. Nassau County D.P.W. Standard Specs. For Construction of Sanitary Sewers
10. American with Disabilities Act

B. If the organization proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the MBMA (Metal Building Manufacturers Assoc); and the producer/manufacturer of the building shall be a member of the MBMA.

C. The design documents shall be signed and sealed by Architect/Engineer of record.

D. The organization or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state, and federal agencies.

E. The Architect/ Engineer of record shall certify in writing to Nassau County and all other public agencies having jurisdiction that the facility was constructed in accordance with the design documents and all applicable codes and standards (and, if a pre-engineered metal building, the guidelines of the MBMA).

F. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

G. The organization shall enter into whatever bonds and insurances that the County deems appropriate for the facility and circumstances.

J. The organization shall obtain the approval of the County department or agency that operates and maintains the property upon which the improvement is proposed.

K. If the County so demands (i.e. non permanent improvements). The organizations agrees to remove whatever buildings and structures it has constructed and return the County property to its preconstruction condition of the agreement between the County and the organization is terminated by either party,

Appendix EE - Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Contractor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791		CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS:	
INSURED Friends of Nassau County Bailey Arboretum, Inc. [REDACTED] [REDACTED] NY [REDACTED]		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: State Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 1015	

COVERAGES

CERTIFICATE NUMBER: 16-17 Liab & WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CPS2447605	12/6/2016	12/6/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	H 14231260 H 14231260	6/7/2016 6/7/2017	6/7/2017 6/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as an additional insured for general liability, as respects the Use and Occupation Permit Agreement for the Management and Operation of Bailey's Arboretum.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Ave.
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicole Morton/NLM

© 1988-2014 ACORD CORPORATION. All rights reserved.