



Certified:

E-59-21

NIFS ID:CQPK21000005 Department: Parks

Filed with
Clerk of Nassau County Legislature
April 5, 2021 4:13PM

Capital:

SERVICE: U&O Permit for Filming at OBVR

Contract ID #:CQPK21000005 NIFS Entry Date: 17-MAR-21 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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Dickinson 1 LLC	Vendor ID#: [REDACTED]
Address: 6526 W. Sunset Blvd Los Angeles, CA 90029	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-0272

Routing Slip

Department	NIFS Entry: X	18-MAR-21 -- PABUFFOLINO
Department	NIFS Approval: X	18-MAR-21 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	25-MAR-21 -- IQURESHI
OMB	NIFS Approval: X	18-MAR-21 -- SJACOB
County Atty.	Insurance Verification: X	19-MAR-21 -- DMCDERMOTT
County Atty.	Approval to Form: X	18-MAR-21 -- DMCDERMOTT
CPO	Approval: X	29-MAR-21 -- KOHAGEN

DCEC	Approval: X	31-MAR-21 -- JCHIARA
Dep. CE	Approval: X	31-MAR-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	05-APR-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The County desires to build upon the success of the burgeoning film industry in Nassau County, which brings both direct and indirect economic benefits to the County. Dickinson has applied to the County for permission to use and occupy certain premises owned by the County and located in Old Bethpage Village Restoration (OBVR) to construct temporary sets and film episodes of Dickinson. This is a one year agreement with four (4) one year renewal options.
Method of Procurement: Through the Nassau County Film Commission Office
Procurement History: Through the Nassau County Film Commission Office
Description of General Provisions: The County desires to build upon the success of the burgeoning film industry in Nassau County, which brings both direct and indirect economic benefits the County. Dickinson has applied to the County for permission to use and occupy certain premises owned by the County and located in Old Bethpage Village Restoration (OBVR) to construct temporary sets and film episodes of Dickinson. The Permittee shall pay, in full, a permit fee for each use and occupancy issued by the Department or Film Office, in an amount determined by the Department and Film Office, at the time each individual permit is issued.
Impact on Funding / Price Analysis: This is a revenue contract. The revenue received by the County pursuant to the individual use and occupancy will be twenty-five thousand dollars (\$25,000) for any calendar year.
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	Revenue	X	1	pkgen3110de500	\$ 0.01
Control:	PK	Contract:				\$ 0.00
Resp:	3110	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.01			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERMIT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND DICKINSON 1 LLC.

WHEREAS, the County has negotiated a use and occupancy permit agreement with Dickinson 1 LLL in relation to the use and occupancy of certain land at Old Bethpage Village Restoration in Old Bethpage, New York, for the purpose of constructing a temporary street set and filming of the series, “Dickinson,” a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, Ordinance 73-2004, as amended, requires all revenue generating permits for the use and occupation of parkland that provides the County revenue in excess of \$25,000 per year be approved by the Rules Committee; and

WHEREAS, the instant use and occupancy permit provides yearly revenue in excess of \$25,000 to the County, 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 Dickinson 1 LLC, and be it further

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.



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

1. **Vendor:** Dickinson 1 LLC

2. **Dollar amount requiring NIFA approval:** \$.01

Amount to be encumbered: \$.01

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: Date executed by CE-1 year Anniversary of Commencement Date**

Has work or services on this contract commenced? N _____

If yes, please explain: This is not a contract for services

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

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 County desires to build upon the success of the burgeoning film industry in Nassau County, which brings both direct and indirect economic benefits to the County. Dickinson has applied to the County for permission to use and occupy certain premises owned by the County and located in Old Bethpage Village Restoration (OBVR) on the attached map designated as Exhibit A to construct temporary sets a

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

Nassau County Attorney as to form

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.

IQURESHI

25-MAR-21

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.

Redacted
Copy

COUNTY OF NASSAU

PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

PERMIT AGREEMENT, made as of the date this Permit is last executed by the County, together with the schedules, appendices, attachments and exhibits, if any (hereinafter referred to as this "Permit" or "Agreement"), between Dickinson 1 LLC (hereinafter referred to as the "Permittee" or "Dickinson"), with offices at 6526 W. Sunset Boulevard, Los Angeles CA 90029, and the County of Nassau (hereinafter referred to as the "County"), a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting on behalf of the Department of Parks, Recreation and Museums, having its address at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or "Department").

WHEREAS, Parks, pursuant to Section 2165 of the County Charter, has jurisdiction over parklands of the County of Nassau and facilities therein; and

WHEREAS, the Permittee has applied to the County for permission to use and occupy certain premises (the "Premises") owned by the County and located in Old Bethpage Village Restoration ("OBVR"), on the attached map designated as Exhibit "A", to construct temporary sets and film episodes of "Dickinson"; and

WHEREAS, the County desires to build upon the success of the burgeoning film industry in Nassau County, which brings both direct and indirect economic benefits to the County, including to the County's park system; and

WHEREAS, the Department desires to issue individual use and occupancy permits to more effectively control the use of the Premises and provide undisturbed use of the Premises by Parks' patrons; and

WHEREAS, pursuant to Ordinance 73-2004, amending subdivision c of section 4 of Ordinance 265-1970: 4(c)(ii)(bb) "No revenue producing permit for the use and occupation of parkland or park facilities shall take effect unless such permit has been approved by the Rules Committee of the Nassau County Legislature where such permit would (i) provide for payment by the permittee of more than twenty-five thousand dollars or where such permit would result in an aggregate amount of payments for permits issued to the permittee exceeding twenty-five thousand dollars in any calendar year (emphasis added); or (ii) provide for a term of more than one year; or (iii) provide for payment to the county by the permittee of a percentage of the moneys earned by the permittee from the use of the permit."; and

WHEREAS, the estimated aggregate revenue received by the County pursuant to the individual use and occupancy will be exceed twenty-five thousand dollars (\$25,000.00) for any calendar year; and

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein and agreed to by the Permittee, are temporary and will not materially interfere with the use of the Premises and facilities by the public or by the agents, servants and/or employees of the County; and

WHEREAS, the Permittee is willing to abide by and carry out the conditions and regulations of this permit which shall not be considered a lease, but merely a use and occupancy permit, revocable on notice, as further provided herein.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fee(s) to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

CONDITIONS AND REGULATIONS

1. TERM: The terms of this Permit shall commence on the date executed by the County (the "Commencement Date") and terminate on the one-year anniversary of the Commencement Date at 11:00 p.m., with four (4) one (1) year renewal options upon the mutual agreement of Dickinson and the Department, unless sooner terminated as provided for herein.

2. GRANT/USE OF PROPERTY:

(a) The Permittee is hereby granted a non-exclusive right to use and occupy the Premises. The Premises shall be used only for the purpose of constructing a street scene set and filming episodes for the upcoming Dickinson production, Dickinson.

(b) Permittee shall submit to the Department and the Nassau County Film Office (the "Film Office") a request for an individual permit each time the Permittee desires to occupy the Premises, construct any temporary sets, film, or otherwise conduct its business on the Premises.

(c) The Permittee shall operate and maintain the Premises in a first class, safe, operable, sanitary and inviting manner at all times, consistent with the operations and best practices of comparable usage, and in such further manner as prescribed in this Permit and as permitted by the laws, rules, regulations and orders of the government agencies having jurisdiction.

(d) The Permittee assumes all risk of loss respecting this Permit, excepting as provided herein. In no event will the Permittee be entitled to a credit against the use fee for this Permit.

(c) The Permittee shall be solely responsible for properly securing and safeguarding its personal property, equipment, personnel, employees, invitees and guests throughout the term of this Permit, provided, however, that the Permittee shall not be responsible for that portion, if any, of any loss or damage that is caused by the negligence or willful misconduct of the County.

(f) The Permittee shall provide, at its sole cost and expense, the necessary equipment, supplies and personnel to properly operate under the terms of this Permit.

(g) The Permittee shall, at its sole cost and expense, obtain all licenses and permits that may be required to use the Premises in accordance with applicable rules, laws and regulations.

(h) The Permittee's use of the Premises shall not materially interfere with the public's use and enjoyment of OBVR.

(i) It shall be the Permittee's responsibility to comply with and follow all Laws and regulations respecting COVID-19 activities, including but not limited to CDC guidelines and the NYS Department of Health guidelines.

3. USE FEE & OTHER FEES: The Permittee shall pay, in full, a permit fee for each use and occupancy issued by the Department or Film Office, in an amount determined by the Department and Film Office, at the time each individual permit is issued.

All fees to be paid by the Permittee shall be paid by certified check, bank cashier's check, or U.S. Post Office money order, payable to the "Nassau County Department of Parks, Recreation and Museums" and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums ("Commissioner"), Eisenhower Park, Administration Building, East Meadow, New York 11554.

4. SET CONSTRUCTION/SITE IMPROVEMENT:

(a) Dickinson shall construct sets or other approved staging pursuant to each individual permit, at its own cost and expense, in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations. Prior to the commencement of any construction, Dickinson shall submit to the County, the Department of Public Works and Parks for review and approval, not to be unreasonably withheld or delayed, all plans, specifications and contracts for the construction work, including but not limited to, any excavation work and subcontracting, as well as the project budget and timeline. Dickinson will pay prevailing wages, if applicable, for construction work and activities.

(b) Dickinson shall submit to the Department of Public Works and all other governmental agencies having jurisdiction, for prior approval, fully-engineered site plans, specifications, schematics, working and mechanical drawings in regard to all proposed site improvements which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer, who will oversee the entire construction

project. Dickinson shall submit the architect's or engineer's qualifications to the Department of Public Works for prior approval. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail as the Department of Public Works shall require. All work shall be undertaken in accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance by the Department of Public Works. The supervising architect or engineer is required to ensure that all construction conforms in all material respects to the plans approved by the Department of Public Works.

(c) Upon certification by the Department of Public Works of Final Completion by Dickinson of site improvements, Dickinson shall provide the Department of Public Works with one complete set of final, approved "AS-DESIGNED" plans on mylar and digital (CAD file extension and .pdf) formats.

(d) The Permittee shall make no alterations or improvements, structural or non-structural, without the prior written consent of the County. It is understood by the Permittee that the Permittee shall be responsible for the cost of any repairs, improvements, cleaning or maintenance work of any kind to be performed upon the Premises. Without limiting the generality of the foregoing, the Permittee agrees that in the event that the Permittee and/or its agents, employees, representatives, subcontractors or sub-licensees directly cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

5. RECORDINGS: The Permittee will have the right to photograph, film, tape, record and reproduce the Premises and scenes thereon (such photography, film, tape, and other recordings collectively, the "Recordings"), and the exclusive right (but not the obligation) to use, reproduce, exhibit and license others to exhibit, and otherwise exploit the Recordings, in whole or in part, in any and all media, now known or hereafter devised, throughout the world, in perpetuity. Permittee shall be the sole and exclusive owner of all rights, title and interest of whatever nature, including without limitation all copyrights, in and to the Recordings, throughout the world, in perpetuity. The rights granted herein shall not limit any rights the Permittee may already have as a member of the general public. The County agrees not to seek injunctive relief that would interfere with Dickinson's use of the Recordings.

6. 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 with a yearly aggregate of two (2) million dollars; (ii) excess liability coverage in the amount of at least five million dollars (\$5,000,000) in one or more layers, which limit may be revised from time to time at the sole discretion of the County to reflect amounts which a prudent licensee of a comparable size and in a comparable endeavor would obtain; (iii) 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 three million dollars (\$3,000,000) per occurrence; (iv) 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, (v) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and nonowned automobiles; and (vi) such additional insurance, such as "Permittee's Liability Insurance" including Builder's All-Risk Insurance, 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 subcontractors 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.

7. INDEMNITY:

(a) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable outside 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, including any Losses from claims of invasion of privacy or publicity, regardless of whether due to negligence, fault, or default, and 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 or willful misconduct of the County.

(b) The Permittee shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Permittee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Permittee, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(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 Paragraph, 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 all Permittee Agents to reasonably cooperate with the County and the Department 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 Paragraph shall survive the termination of this Agreement.

8. CONDITION OF PREMISES; TITLE; SURRENDER:

(a) The Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition, 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 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 Permit, and hereby releases the County from any claim arising thereto.

(b) The Permittee acknowledges that this Permit is a license solely for the Premises and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.

(c) The Permittee covenants that it will keep the Premises in a condition equal to the Premises as of the Commencement Date, ordinary wear and tear excepted. It is anticipated that there will be minimal, if any, negative impact to the Premises and surrounding park areas as a result of Permittee's use and to the extent there is any damage to the Premises or surrounding park areas, including to any flora and fauna

thereon, the Permittee agrees to promptly restore the damaged area(s) to its natural physical condition, and, if requested by Parks, to landscape the Premises.

(d) The Permittee further covenants that it will surrender and give up the Premises to the County upon the termination of this Permit, and that, upon vacating the Premises, it will forthwith remove all personal and other property belonging to it from the Premises on the date that it surrenders the Premises and 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 Permit, 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.

9. CLEANING, REPAIRS, UTILITIES AND MAINTENANCE:

(a) The Permittee understands that the Permittee shall be responsible for, and shall perform, any and all cleaning of any kind necessitated due to the Permittee's use and occupancy of the Premises.

(b) Without limiting the generality of the foregoing, the Permittee will keep the Premises clean and arrange for a complete cleanup and surrender of the Premises at the conclusion of the use and occupation of the Premises in accordance with the provisions of this Agreement.

(c) The County shall have no obligation to furnish heat, water, fuel, or any other service, maintenance, cleaning, snow removal, trash removal, to the Premises. It is understood by the Permittee that the Permittee shall, at the Permittee's sole cost and expense and to the reasonable satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved or unimproved portions of the Premises, whether furnished to the 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 which consent shall not be unreasonably withheld; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) make all minor structural and non-structural repairs, interior or exterior, required to keep the Premises in good condition at all times. Notwithstanding the above, Permittee is responsible for all structural and non-structural repairs for any structures or sets built or augmented by Permittee.

(d) The Permittee, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks and sidewalk areas abutting the Premises.

10. REVOCATION: The County reserves the right to revoke this Permit in good faith upon thirty (30) days' prior written notice mailed to the Permittee at the address given in the Permit herein. The County shall not exercise any revocation in an arbitrary and capricious manner.

11. COMPLIANCE WITH LAWS, REGULATIONS AND CODES:

(a) 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, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. Permittee shall comply with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Permittee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including, but not limited to, any required Nassau County Department of Health permits and any and all inspections of the Nassau County Fire Marshall's Office.

(b) NASSAU COUNTY LIVING WAGE LAW. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Permittee agrees as follows:

- (i) The Permittee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Permittee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Permittee to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy. On a yearly basis, Permittee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(a) 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 Agreement or as required by law. The Permittee acknowledges that Permittee Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). 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.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2019, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2019, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:

- (i) The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Permittee will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Permittee will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as

new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Permittee is required to retain other records pertinent to performance under this Agreement; and

- (vi) The Permittee has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

12. ASSIGNMENT: This Permit shall not be assigned, shared or otherwise transferred without the prior written consent of the County Executive and any purported assignment, sharing or transfer without such consent shall be void ab initio. Notwithstanding the above, the Permittee shall have the right to assign its rights hereunder to an affiliate or a licensee of the program, so long as the purpose of the Permit has not been changed. Any assignment shall not relieve the Permittee from any of its obligations under this Permit

13. REPOSSESSION: The Permittee acknowledges 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 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 it 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.

14. TERMINATION FOR CAUSE/DEFAULT: Parks may terminate this Permit for cause as follows:

(a) Should the Permittee breach or fail to comply with any of the provisions of this Permit, any federal, state or local law, rule, regulation or order affecting the Permit or the Premises with regard to any and all matters, County may in writing order the 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 thirty (30) days from the receipt thereof, then this Permit shall immediately terminate.

(b) The following shall constitute events of default for which this Permit may be terminated on ten (10) day notice: (i) appointment of any receiver of the Permittee's assets; (ii) the making of a general assignment for the benefit of creditor's; (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 Permit; (iv) the levy of any attachment or execution which substantially interferes with the Permittee's operations under this Permit and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty 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; and/or (vi) should any principal of the Permittee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this Permit.

(c) The Permittee agrees that upon the expiration or sooner termination of this Permit, it shall immediately cease all operations pursuant to this Permit and shall vacate the Premises without any further notice by the County and without resort to any judicial proceeding by the County. Upon the expiration or sooner termination of this Permit, the County reserves the right to take immediate possession of the Premises.

(d) The Permittee shall, on or prior to the expiration or sooner termination of this Permit, remove all personal possessions from the Premises. Permittee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this Permit is intended by Permittee to be abandoned. Permittee shall remain liable to the County for any damages; including lost revenues and the cost of removal or disposal of property should the Permittee fail to remove all possessions from the premises on or before the expiration or termination date.

(e) No receipt of moneys by Parks from the Permittee after the termination of this Permit, or after the giving of any notice of the termination of this Permit, shall reinstate, continue or extend the Term or affect any notice theretofore given to the Permittee, or operate as a waiver of the right of Parks to enforce the payment of fees payable by the Permittee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Premises by proper remedy. After the service of notice to terminate this Permit or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Premises, Parks may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Premises or, at the election of Parks, on account of the Permittee's liability hereunder.

15. ACCOUNTING PROCEDURES; RECORDS: 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. 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, Permittee, 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.

17. SECURITY DEPOSIT: Upon affixing its signature to this Permit, Permittee shall provide the County with a security deposit in the amount of ZERO (\$0.00) Dollars ("Security Deposit") payable to "*Treasurer of Nassau County*". Failure to make payment according to this schedule shall result in revocation of this Permit. The Security Deposit shall be held by the County without liability for the County to pay interest thereon, as security for the full, faithful and prompt performance of and compliance with each and every term and condition of this Permit to be observed and performed by the Permittee.

18. NOTICES: Any notice, request, demand or other communication required to be given or made in connection with this permit 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, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable; in each case to the attention of and at the address specified below:

Notices to the County will be given to:

Commissioner
Nassau County Department of Parks Recreation & Museums
Administration Building
Eisenhower Park
East Meadow, NY 11554
(516) 572-0272

With a copy to:

County Attorney, Nassau County
Attn: Bureau Chief, Municipal Transactions
One West Street
Mineola, New York 11501
(516) 571-3076

Notices to the Permittee will be given to:

Mark Asaro
6526 W. Sunset Boulevard
Los Angeles CA 90029
Mark.a@wiip.com

19. COMMUNICATIONS: The Permittee shall provide to the appropriate County staff a list of names and cell phone numbers of those persons on-site who are responsible for directing the use and occupation of the Premises.

20. SPECIAL CONDITIONS AND REQUIREMENTS:

(a) The Permittee shall promptly notify Parks of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County or local law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, injury to person, including death, and/or damage to property, fire, flood and casualty. The Permittee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Premises, and the Permittee shall notify Parks in writing as to said person's name and address.

(b) This Permit is not a lease. It is not the intent of the parties to create a Landlord-Tenant relationship.

21. NO WAIVER OF COUNTY'S RIGHTS:

The failure of the County at any time to demand strict performance by the Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and the County may, at any time, demand strict and complete performance by the Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

22. RIGHTS RESERVED BY THE COUNTY/CONCESSIONS:

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

(b) 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.

23. 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 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

24. 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 Chief Deputy County Executive ("CDCE") 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 CDCE under this Paragraph 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 CDCE. 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.

25. ADVERTISING AND SIGNAGE:

(a) The Permittee may release news items to the media referencing filming of Dickinson at OBVR provided that the Permittee coordinates any such release with the County.

(b) The County has the right to require any and all signage on-site to include the Nassau County Logo.

(c) Any placement of signage advertising Dickinson at entrances, exits, or high visibility areas are subject to approval from the Department, such approvals will not be unreasonably withheld, conditioned or delayed. Size of signage is at the discretion of the Commissioner and subject to his/her approval. Signs may be put in place only after Parks approval and removed within 24 hours of receiving Notice to Remove from Parks.

26. RECOGNITION: In the event that similarly situated third parties are provided screen credit, Dickinson will provide the County screen credit consistent therewith. Notwithstanding the foregoing, no casual or inadvertent failure by Dickinson to comply with the credit obligations of this paragraph, nor the failure of any third parties to so comply, shall be deemed a breach of this Agreement. Dickinson will not use the County seal without express written permission from the County.

27. SECTION AND OTHER HEADINGS: The Paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. CONFLICT OF TERMS: In the event of a conflict in the terms and conditions of this Permit and the terms and conditions of the individual permits issued pursuant to this Permit, the terms and conditions in this Permit shall control.

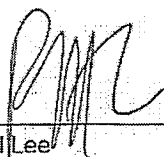
29. EXECUTORY CLAUSE: Notwithstanding any other provision of this Agreement:

Approval and Execution. The County shall have no liability under this Permit (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 Commissioner (as defined in this Agreement).

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Permittee and the County have executed this Permit as of the date last executed by the parties.

DICKINSON I LLC

By: 
Name: Paul Lee
Title: Manager
Date: 3/3/21

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

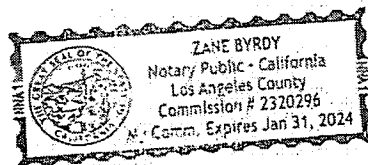
On 03/03/2021 before me, Zane Byrdy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paul Lee
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Zane Byrdy
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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

On the ____ day of _____ in the year ____ 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 the _____ of _____, 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.

NOTARY PUBLIC

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

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive or _____ Parks Commissioner of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

EXHIBIT "A"
SITE MAP SHOWING PREMISES



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Paul Lee (Name)

6526 W. Sunset Blvd., Los Angeles, CA 90028 (Address)

323-603-2100 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

n/a

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 3/3/21

PM
Signature of Chief Executive Officer

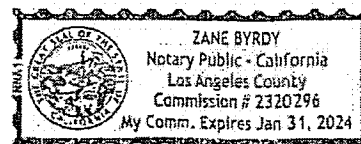
Paul Lee
Name of Chief Executive Officer

Sworn to before me this

03 day of March, 2020.

Z. Byrdy
Notary Public

* See attached document



CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

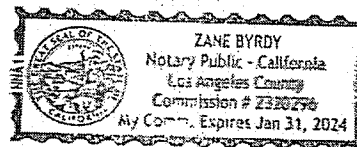
Subscribed and sworn to (or affirmed) before me on this 03 day of March, 2021
Date Month Year

by Paul Lee

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Zane Byrdy
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

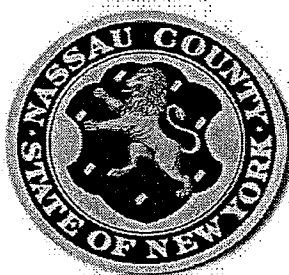
Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Jack Schnirman
Comptroller



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: Dickinson 1 LLC

CONTRACTOR ADDRESS: 6526 W. Sunset Boulevard, Los Angeles, CA 90029

FEDERAL TAX ID #: 825129899

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: _____

_____ (list # of persons on committee and their respective departments). 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 _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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.

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.

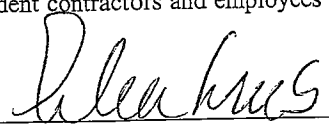
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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 C.B. 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

3-16-21

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.

LAURA CURRAN
County Executive



EILEEN KRIEB
Commissioner

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

TO: Office of the Comptroller

FROM: Eileen Krieb
Commissioner, Department of Parks, Recreation and Museums

DATE: March 12, 2021

SUBJECT: Comptroller Approval Form – Dickinson 1, LLC CQPK21000005

This memorandum is submitted to explain why the Department did not obtain at least three proposals for this use and occupancy permit, as per Section V. B. of the Comptroller Approval Form.

It is the mission of the Nassau County Film Office to attract and retain the film, television, and commercial industries to Nassau County. The Office promotes a myriad of locations available including beaches, historic buildings, suburban neighborhoods, Gold Coast Mansions, preserves, the Nassau County Correctional Center, historic parks and more, including the two fully approved NYS Sound Stages: Gold Coast Studios and Grumman Studios. They assist in navigating the many municipalities within the County and with location scouting, and issue use and occupancy permits when filming takes place on County-owned property. Through these promotion efforts, Dickinson 1, LLC found and determined the County's historic park, Old Bethpage Village Restoration (OBVR), to be an ideal filming location for its show *Dickinson*.

As the estimated aggregate revenue to be received by the County for filming of season 3 of *Dickinson* pursuant to the individual use and occupancy will exceed \$25,000 for the calendar year, legislative approval is required.



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Ryan Hammer [RJHAMMER85@GMAIL.COM]

Dated: 03/04/2021 02:04:33 PM

Vendor: Dickinson 1 LLC

Title: Location Manager

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 Paul Lee
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 6526 Sunset Blvd
City/state/zip Los Angeles CA 90028
Telephone
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 3 / 12 / 2018 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. Owner of parent company, wiip Production
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. Owner of wiip Productions, LLC and subsidiaries.

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 relate 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Paul Lee , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Paul Lee , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Dickinson 1 LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Lee [DICKINSONSEASON3@GMAIL.COM]

President

Title

03/09/2021 06:32:52 AM

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: 03/04/2021

1) Proposer's Legal Name: Dickinson 1, LLC

2) Address of Place of Business: 6526 Sunset Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90028

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (323) 603-2100

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 825129899

5) Federal I.D. Number: 825129899

6) The proposer is a: Sole Proprietorship (Describe) _____

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 ☐ If yes, please provide details:

Wholly owned and controlled by Wiip Productions, LLC

- 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ 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.

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 conflicts exist

(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 conflicts exist

(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 conflicts exist

- 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.

Dickinson 1 LLC will be reaching out directly to each of its current employees asking to disclose if they have a family that works for Nassau County

- 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.

2 File(s) Uploaded: resume 2.pdf, resume.pdf

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☒ NO ☐ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

3

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

please see attached resume.

2 File(s) Uploaded: resume 2.pdf, resume.pdf

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

Company Rice Gordon Pictures, LTD
Contact Person Emily Rice
Address 3700 Eagle Rock Blvd Suite 200
City Los Angeles State/Province/Territory CA
Country US
Telephone (323) 419-4016
Fax # _____
E-Mail Address emily@ricegortonpictures.com

Company Hollywood Productions Center, LLC
Contact Person Ariana Nicole Noriega
Address 1149 North Gower St
City Los Angeles State/Province/Territory CA
Country US
Telephone (323) 785-2100
Fax # _____
E-Mail Address ariana@hollywoodpc.com

Company Entertainment Partners Payroll Services
Contact Person Dasilia Perez
Address 2950 N. Hollywood Way
City Burbank State/Province/Territory CA
Country US
Telephone (818) 955-6000
Fax # _____
E-Mail Address dperez@ep.com

I, Ryan Hammer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Ryan Hammer , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Dickinson 1, LLC

Electronically signed and certified at the date and time indicated by:
Ryan Hammer [RJHAMMER85@GMAIL.COM]

Location Manager

Title

03/06/2021 01:52:58 PM

Date

Business History Form – Resume

A. Resume

1. Dickinson 1, LLC – March 12, 2018
2. Paul Lee (majority owner): 4317 Beck Avenue, Studio City, CA 91604 / Tornado Enterprises (minority owner): 6526 W. Sunset Blvd., Los Angeles, CA 90028
3. Paul Lee (same as above)
4. Delaware
5. Expecting 300 (this is an estimate)
6. Apx. \$5,000,000 less applicable costs of production.
7. 2019 Peabody Award Winner; please also see below pasted press.
 - a) <https://www.nytimes.com/2021/01/07/arts/television/dickinson-review.html>
 - b) <https://www.usmagazine.com/entertainment/pictures/winter-tv-preview-2021-inside-must-watch-new-returning-shows/>
 - c) <https://www.nytimes.com/2020/12/31/arts/television/streaming-hulu-amazon-disney.html>
 - d) <https://www.latimes.com/entertainment-arts/tv/story/2021-01-05/tv-shows-to-watch-2021-wandavision-dickinson-snowpiercer-succession>
8. Please see attached NY registration.

B. 3 years

C. We have successfully filmed and completed two prior production years in Nassau County. We are eager and hopeful to return for a third successful year as we embark on the production of Dickinson Season 3 for Apple TV+.

D. References:

Rice Gorton Pictures, LTD
3700 Eagle Rock Blvd Suite 200
Los Angeles, CA 90065
Emily@ricegortonpictures.com
323-419-4016

Hollywood Productions Center, LLC
1149 North Gower St.
Los Angeles, CA 90038
Ariana Nicole Noriega
323-785-2100

Entertainment Partners Payroll Services
2950 N. Hollywood Way
Burbank, CA 91505
818-955-6000

COUNTY OF NASSAU

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

1. Name of the Entity: Dickinson 1, LLC

Address: 6526 Sunset Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90028

Country: US

2. Entity's Vendor Identification Number: 825129899

3. Type of Business: Ltd. Liability Co (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):

First Name	<u>Paul</u>		
Last Name	<u>Lee</u>		
MI	_____	Suffix	_____
Address	<u>6526 Sunset Blvd</u>		
City	<u>Los Angeles</u>	State/Province/Territory:	<u>CA</u> Zip/Postal Code: <u>90028</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.
If none, explain.

No shareholders, members, or partners have been attached to this form.

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.

Wiip Productions LLC

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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.

Electronically signed and certified at the date and time indicated by:

Ryan Hammer [RJHAMMER85@GMAIL.COM]

Dated: 03/10/2021 09:43:26 AM

Title: Location Manager

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 but 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

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 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 505 N. Brand Blvd., Suite 600 Glendale, CA 91203-3944 License No. 0726293	CONTACT NAME: Anthony Baratta PHONE (A/C, No, Ext): (818) 539-1392 FAX (A/C, No): (818) 539-1692 ADDRESS: E-MAIL anthony_baratta@ajg.com PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A: FIREMAN'S FUND INSURANCE COMPANY INSURER B: AMERICAN AUTOMOBILE INSURANCE COMPANY INSURER C: JAMES KLEIN INSURANCE SERVICE, INC INSURER D: INSURER E:	
INSURED DICKINSON 1, LLC 34-37 36TH ST., STAGE K ASTORIA, NY 11106	NAIC # 21873 21849	

COVERAGES

CERTIFICATE NUMBER:

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 INSR W VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	UST017632200	10/30/2020	10/30/2021	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE	X	UST017632200 *RMP200055 DEDUCTIBLE 10% OF LOSS SUBJECT TO A \$3,500 MIN / \$10,000 MAX	10/30/2020	10/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	<input checked="" type="checkbox"/> CLAIMS-MADE	UST01197820U NXGTBD OVER GL AUTO LIABILITY TPPD	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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	SCW 016792001 EVIDENCE ONLY PAYROLL SERVICE USED	10/30/2020	10/30/2021	LIMIT: \$1,000,000 DEDUCTIBLE: \$5,000 LIMIT: \$5,000,000 DEDUCTIBLE: \$10,000 LIMIT: \$3,000,000 DEDUCTIBLE: \$50,000
A	THIRD PARTY PROPERTY DAMAGE MISCELLANEOUS EQUIPMENT PROPS/SETS/W ARDROBE		*RMP200055 REPLACEMENT COST WORLDWIDE SPECIAL FORM	10/30/2020	10/30/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AND A LOSS PAYEE UNDER THE PRODUCTION PACKAGE POLICY BUT ONLY AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED FOR THE RENTAL OR LEASE OF PROPS, SETS & WARDROBE, EQUIPMENT, VEHICLES OR PREMISES FOR THE PRODUCTION: "FEATHERS SEASON 3".

CERTIFICATE HOLDER

The County of Nassau, its officials, employee's volunteers, agencies and representatives
One West Street, Room 326A
Mineola, NY 11501

CANCELLATION

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
GEP Administrative Services, Inc.
dba Entertainment Partners
2950 N. Hollywood Way
Burbank, CA 91505
In conjunction with
(Production company: DICKINSON 1 LLC.
Title: "DICKINSON SEASON 3")

1b. Business Telephone Number of Insured
818-955-6000

1c. Federal Employer Identification Number of Insured or
Social Security Number
73-1692325

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
New York State Department of Labor
Division of Labor Standards
Permit & Certificate Unit, Room 266A
State Office Campus, Building 12
Albany, NY 12240

3a. Name of Insurance Carrier
CIGNA LIFE INSURANCE COMPANY OF NEW YORK

3b. Policy Number of Entity Listed in Box "1a"
NYD 073101

3c. Policy effective period
01/01/2021 to 01/01/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Marceline E. Reilly

Date Signed February 10, 2021 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236

Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) GEP Administrative Services, Inc. dba Entertainment Partners 2950 North Hollywood Way Burbank, CA 91505 In conjunction with: (DICKINSON 1 LLC. Title: "DICKINSON SEASON 3") <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 818-955-6000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4684595-3 1d. Federal Employer Identification Number of Insured or Social Security Number 73-1692325
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Labor Division of Labor Standards Permit & Certificate Unit, Room 266A State Office Campus, Building 12 Albany, NY 12240	3a. Name of Insurance Carrier AIU Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 12717020 3c. Policy effective period <u>01/01/21</u> to <u>01/01/22</u> 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

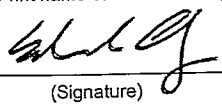
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward Chang
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/10/2021
(Signature) (Date)

Title: Casualty Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-770-7000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.