



Certified: --

E-108-23

FILED WITH THE NASSAU COUNTY CLERK
OF THE LEGISLATURE AUGUST 30TH, 2023
11:50 AM

NIFS ID: CQPK23000027

Capital:

Contract ID #: CQPK23000027

NIFS Entry Date: 08/18/2023

Department: Parks

Service: Entertainment

Term: from 10/01/2023 to 09/30/2024

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: LUMINOCITY INC. DBA: LUMINOCITY	ID#: 831673439
Main Address: 6751 EXETER ST Forest Hills, NY 11375	
Main Contact: Xiaoyi Chen	
Main Phone: (516) 270-6897	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: LuminoCity is an entertainment company that specializes in creating unforgettable experiences through light sculptures, animatronic animals and imagination. LuminoCity and the Parks Department are in alignment, advancing entertainment, diversity and cultural education. LuminoCity Festival strives to push the boundaries of ordinary events to create one-of-a-kind experiences. The LuminoCity Festival will take place at Eisenhower Park at nights which will include Mondays, Thursdays, Fridays, Saturdays and Sundays with the following exceptions; Thanksgiving, Christmas Eve, Christmas Day and New Year's Day.

Method of Procurement: n/a

Procurement History: n/a

Description of General Provisions: LuminoCity is an entertainment company that specializes in creating unforgettable experiences through light sculptures, animatronic animals and imagination. LuminoCity and the Parks Department are in alignment, advancing entertainment, diversity and cultural education. LuminoCity Festival strives to push the boundaries of

ordinary events to create one-of-a-kind experiences. The LuminoCity Festival will take place at Eisenhower Park at nights which will include Mondays, Thursdays, Fridays, Saturdays and Sundays with the following exceptions; Thanksgiving, Christmas Eve, Christmas Day and New Year's Day.

(a) The license fee is ten thousand and 00/100 dollars (\$10,000.00). LuminoCity will disburse its 2023 license fee payment to PARKS upon execution of this Permit.

(b) In addition to the use and occupancy payment, LuminoCity will include a royalty of Three dollars (\$3.00) for every adult ticket sold, and One dollar (\$1.00) for every child ticket sold, regular or VIP, through the entirety of the exhibit. These payments are to be made no later than five (5) days following the conclusion of each month's sales.

(c) To ensure proper accounting, Parks will require daily and weekly ticket sales numbers from LuminoCity, broken down into Adult, child and Adult VIP and Child VIP. This will include all electronic pre-sales and walk-up sales.

Impact on Funding / Price Analysis: none - .01

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	DE500	PKGGEN3110 DE500	01	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Patti Buffolino	08/18/2023 03:13PM	Approved
NIFS Final Approval	Linda Barker	08/18/2023 03:24PM	Approved
Final Approval	Linda Barker	08/18/2023 03:24PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	08/21/2023 01:37PM	Approved
RE & Insurance Verification	Grady Farnan	08/18/2023 04:16PM	Approved
NIFS Approval	Mary Nori	08/21/2023 05:58PM	Approved
Final Approval	Mary Nori	08/21/2023 05:58PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	08/18/2023 03:29PM	Approved
NIFA Approval	Irfan Qureshi	08/21/2023 11:43AM	Approved
Final Approval	Irfan Qureshi	08/21/2023 11:43AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/23/2023 04:15PM	Approved
DCE Compliance Approval	Robert Cleary	08/29/2023 03:41PM	Approved
Vertical DCE Approval	Arthur Walsh	08/30/2023 10:52AM	Approved
Final Approval	Arthur Walsh	08/30/2023 10:52AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/30/2023 11:46AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND LUMINOCITY, INC.

WHEREAS, the County negotiated a use and occupancy agreement with LuminoCity, Inc. for the purpose of creating, installing, operating and dismantling a Holiday themed spectacular at Eisenhower Park, 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 LuminoCity, Inc.

COUNTY OF NASSAU

PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

PERMIT AGREEMENT (this "Agreement" or "Permit") and entered as of the day this permit is last executed by the parties hereto (the "Effective Date"), by and between **LuminoCity, Inc.**, a New York corporation hereinafter referred to as "LuminoCity" or the "Permittee") with offices at 6751 Exeter St., Forest Hills, New York 11375, 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 **Nassau County Department of Parks, Recreation and Museums**, having its address at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or the "Department").

WHEREAS, Parks has jurisdiction over parklands of the County of Nassau and facilities therein, specifically Eisenhower Park ("Park"); and

WHEREAS, Parks desires to provide for the operation of the Licensed Premises, as defined below, as a concession for the accommodation, enjoyment and convenience of the public; and

WHEREAS, the missions of LuminoCity and Parks are in alignment, advancing entertainment, diversity, and cultural education; and

WHEREAS, the Holidays are about celebrating with family and friends, and LuminoCity is a multicultural, multimedia event designed to enlighten and entertain the audience and heighten their holiday experience; and

WHEREAS, producing LuminoCity at Eisenhower Park will bring significant visibility, awareness, and audience to the Park, as well as other tangible and intangible benefits to both organizations, including the realization of enduring capital and program improvements at the Park that will benefit the public good; and

WHEREAS, producing LuminoCity requires a tremendous capital and opportunity investment on the part of the Permittee, including significant business risk to be borne by LuminoCity; and

WHEREAS, the Permittee has applied to the County for permission to use and occupy certain portion of the Licensed Premises ("Licensed Premises") owned by the County and known as Eisenhower Park, East Meadow New York as depicted generally on the site map attached hereto as Exhibit "A"; 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 license, revocable with notice as provided for 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 non-exclusive right to use and occupy the Licensed 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**: (a) The term of this Permit shall commence October 1, 2023 and shall terminate on September 30, 2024, with four one (1) year renewal options upon the mutual agreement of LuminoCity and the Department, unless sooner terminated as provided for herein. (b) Event nights will include Mondays, Thursdays, Fridays, Saturdays, and Sundays with the following exceptions: Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

2. **USE OF PROPERTY**: (a) The Permittee is hereby granted a non-exclusive right to use and occupy the Licensed Premises. The Licensed Premises shall be used only for the purpose of creating, installing, operating, and dismantling a Holiday themed spectacular (the "Event"). (b) LuminoCity and Parks will define the Permittee's portion of the Licensed Premises, to include program and back of house space. LuminoCity shall be able to occupy this space for set up (approximately six weeks prior), run of event, and take down (approximately two weeks) post event. Load in/Load out dates for 2023/2024 will be October 9, 2023 and January 22, 2024. Subsequent year Load in/Load out dates will be as mutually agreed upon. (c) LuminoCity will work around Parks' on-site needs. Parks will ensure LuminoCity has top priority for site use during set up, event, and break down. (d) Parks will not program spaces to be used for LuminoCity during set-up, the event and break down of the Licensed Premises, other than as herein described, and will endeavor to create a site schedule that will accommodate Lumino City's needs. (e) On event nights, LuminoCity's team will occupy the site no later than 90 minutes before the first visitor time slot begins and will oversee the site until the event ends each evening, a time set by LuminoCity in its sole discretion, so long as no County or Town ordinance is violated. (f) All use of Licensed Premises are weather-permitting. The County has the right to cancel scheduled events due to weather conditions.

3. **USE FEE & OTHER FEES**: The fees to be paid by the Permittee for its use and occupancy of the Licensed Premises are as follows:

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 Treasurer of Nassau County and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums ("Commissioner"), Eisenhower Park, Administration Building, East Meadow, New York 11554.

(a) The license fee is Ten thousand dollars (\$10,000.00). LuminoCity will disburse its 2023 license fee payment to Parks upon execution of this Permit.

(b) In addition to the use and occupancy payment, LuminoCity will include a royalty of Three dollars (\$3) for every adult ticket sold, and One dollar (\$1) for every child ticket sold, regular or VIP, through the entirety of the exhibit. These payments are to be made no later than five (5) days following the conclusion of each month's sales.

(c) To ensure proper accounting, Parks will require daily and weekly ticket sales numbers from LuminoCity, broken down into Adult, Child and Adult VIP and Child VIP. This will include all electronic pre-sales and walk-up sales.

4. **INSURANCE:** Permittee shall furnish with the application herein a certificate of commercial general liability insurance, issued to and covering the liability of the COUNTY OF NASSAU, with respect to the ownership and use of the property covered by this Permit. Such liability policy shall name the "County of Nassau," its officials, employees, volunteers, agencies, and representatives are included as an additional insured under the Commercial General Liability and Excess/Umbrella Liability policies. A waiver of subrogation is granted in favor of the County of Nassau and have a minimum, single combined limit of liability of not less than two million dollars (\$2,000,000.00) per occurrence with four million dollars (\$4,000,000.00) aggregate coverage for all damages arising out of personal injury and bodily injury, including death at any time resulting there from, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County, and must be received by Commissioner no later than the execution of this Agreement by Permittee. Each year of this Agreement the Permittee shall supply a re-issued certificate of insurance. The Permittee agrees to furnish additional insurance at the County's request. Failure to provide insurance by said date will result in immediate termination of this Permit.

IMPORTANT: A Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

LuminoCity, Inc
6751 Exeter Street
Forest Hills, New York 11375

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured pursuant to the written agreement.

Dates: (YEARLY TERM)

Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**.

5. **WORKERS' COMPENSATION:** In the event that the Permittee engages, or intends to engage employees for the use, maintenance or repair of the permitted area covered by this Permit, Permittee will furnish a certificate of current Worker's Compensation insurance to cover all such personnel.

6. **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, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Permittee shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County. (b) The Permittee shall indemnify, defend, protect, and hold harmless the Indemnified Parties from and against any and all Losses arising from infringement by the Permittee of proprietary intellectual property of third parties 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 are 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 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.

7. **CONDITION OF LICENSED PREMISES/TITLE:** (a) Permittee represents and acknowledges that it has inspected the Licensed Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by Permittee, and has found the Licensed Premises to be suitable for its permitted use as provided herein. 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 Licensed 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 Licensed Premises. Permittee is accepting the Licensed Premises in its "AS IS" condition "WITH ALL FAULTS" as of the date of this Permit. (b) Permittee acknowledges that this Permit is a license solely for the Licensed Premises and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Licensed Premises. (c) Permittee covenants that it will keep the Licensed Premises in a condition equal to that at the beginning of its occupancy under this Permit, ordinary wear and tear excepted. It is anticipated that there will be minimal, if any, negative impact to the Licensed Premises and surrounding park areas as a result of Permittee's use and to the extent there is any damage to the Licensed Premises, including to any flora and fauna thereon, Permittee agrees to restore the damaged area(s) to its natural physical condition. Permittee further covenants that it will surrender and give up the Licensed Premises to the County upon the termination of this Permit. Permittee further covenants that upon vacating the Licensed Premises, it will forthwith remove all personal property belonging to it from the Licensed Premises on the date that it surrenders the Licensed Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Licensed Premises. Permittee acknowledges that any personal property remaining on the Licensed 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 should Permittee fail to cease operations, vacate, or remove all possessions from the Licensed Premises on or before the expiration or termination date.

8. **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 Permittee's use and occupancy of the Licensed Premises. Notwithstanding this language, the County will use its contracted cleaning company to clean the restrooms at the Licensed Premises. (b) Without limiting the generality of the foregoing, Permittee will keep the Licensed Premises clean and arrange for a complete cleanup and restoration of the Licensed Premises to its original condition at the conclusion of the use and occupation of the Licensed Premises. The Licensed Premises must be returned to the condition it was in prior to the use and occupation of the Licensed Premises. (c) It is understood by Permittee that, except as otherwise provided herein, the County will be responsible for any repairs, improvements, or maintenance work to be performed upon the Licensed Premises; and the County will pay for any utilities, fuel, electricity, trash, removal of leaves, tree pruning/trimming, rock salt spreading, snow plowing and de-icing. Permittee agrees to provide proper access to the area so that such services can be provided by the County and County vehicles. Permittee further agrees to create exhibits with pathways that allow for County vehicles and maintenance crew to pass.

Permittee agrees that in the event that Permittee and/or its agents, employees or representatives shall cause any damage to the Licensed Premises, or to any fixtures, equipment and other personal property in, on or under the Licensed Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Licensed Premises and restore the Licensed Premises to the condition the same was in prior to such work being done. However, that to the extent that any capital repair is due to the negligence of the Permittee or its agents, employees, or representatives, then said Permittee shall be solely responsible for the cost of the capital repair.

9. **REVOCATION/TERMINATION:** (a) The County reserves the right to revoke this Permit, for any or no reason, on sixty (60) days demand notice mailed to the Permittee at the address given in the Permit herein. In the case of revocation of this Permit by the County, prior to the use, the County shall refund to the Permittee any security deposit and unused base fee paid hereunder by the Permittee. The County acknowledges that in order for Permittee and the County to realize mutual success creating and mounting the Event, significant investment and activity must take place by Permittee far in advance of the actual dates of the Event. County and Permittee both recognize that each would suffer significant reputational damage if this Permit is terminated during ticket selling season without the consent of Permittee. County further acknowledges that Permittee promotes and sells tickets for the Event far in advance of the actual dates of the Event, and that County will take all reasonable steps to avoid impacting ticket buyers and will not arbitrarily revoke this Permit.

10. **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. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of Appendix EE attached hereto and 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 any Nassau County Department of Health permits required, any and all inspections of the Nassau County Fire Marshall's Office. Additionally, Permittee shall submit proof of any required NYS Department of Labor permits to the County Parks Department regarding the operation of any mechanical equipment fourteen days prior to the Event date.

(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. During the term of this Permit, Permittee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) 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) Personnel Qualifications:

- (i) Permittee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with the public, including minors. In addition, Permittee shall check each prospective personnel and volunteer against the Statewide Sexual Offenders Registry. Permittee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including minors, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including minors, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment.
- (ii) Permittee represents and warrants that, it has and shall possess, and that, to the extent applicable its employees, volunteers and other personnel have and shall possess, the required education, knowledge, experience, and character necessary to qualify them individually for their particular duties to perform the services under this Agreement. This may include, but is not limited to, personnel holding valid lifeguard licenses and personnel trained in CPR.

(e) PROHIBITION OF GIFTS. In accordance with County Executive Order 2-2018, 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.

(f) **DISCLOSURE OF CONFLICTS OF INTEREST.** In accordance with County Executive Order 2-2018, 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.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor 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.

11. **REPOSSESSION:** The Permittee acknowledges that the Licensed Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Licensed Premises is essential to the orderly scheduling of work on the Licensed 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 Licensed Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

12. **COMMUNICATIONS:** 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 Licensed Premises.

13. **SPECIAL CONDITIONS AND REQUIREMENTS:** (a) Permittee shall promptly notify Parks of accidents or unusual incidents occurring at the Licensed 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. 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 Licensed Premises, and Permittee shall notify Parks in writing as to said person's name and address. (b) The Permittee shall provide adequate security at all times for its personal property, equipment and personnel. During event nights, Permittee will provide hospitality staff for the Event who will be responsible for the smooth operations of the event, loss prevention, keeping the public away from off-limit areas, and coverage for the ticket booth and other key spots. The County is not responsible for any damaged or stolen property of Permittee. (c) This Permit is not a lease. It is not the intent of the parties to create a Landlord-Tenant relationship. (d) The Permittee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at various County Parks including the Licensed Premises and the Permittee agrees that it will not sell or permit the sale of food or beverages or interfere with the existing agreement unless a sub-contracting agreement has been entered into with the concessionaire and it has been approved by the Commissioner, or if the concessionaire agrees in writing to allow LuminoCity to provide concessions on their own with or without a buy-out agreement. In addition, all rentals of tents or "bouncies" and entertainment will be arranged through the exclusive concessionaire. In the event of use by LuminoCity by sub-contractors, all sub-contracted vendors must be approved in advance by the Commissioner and obtain a vending permit from Parks at a fee of \$100.00 per 10 x 10 vending space. All food and beverage vendors must have all appropriate licenses and permits and comply with insurance provisions of Section 6 of this Permit naming the County as additional insured. (e) Permittee will be required to obtain all necessary permits and/or licenses for the event. (f) Permittee must ensure that any banners placed at the Licensed Premises do not impede entry and exit points. All banners must be approved, in writing, by Parks prior to the placement of any banner(s), such approval not to be unreasonably withheld.

14. **ASSIGNMENT:** This Permit shall not be assigned, shared, or otherwise transferred without the prior written consent of the County and any purported assignment, sharing or transfer without such consent shall be void ab initio.

15. **NO ARREARS OR DEFAULT:** The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

16. **ALTERATIONS, IMPROVEMENTS, REPAIRS, MAINTENANCE UTILITIES AND CLEANING:** The Permittee shall make no alterations or improvements, structural or non-structural, without the prior written consent of the County. Trash, leaves, tree pruning/trimming, rock salt spreading, snow plowing and de-icing, and site maintenance to be provided by Parks, but access to the area must be provided. Planning of exhibits must consider pathways wide enough for maintenance vehicles to pass. 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 shall cause any damage to the Licensed Premises, or to any fixtures, equipment and other personal property in, on or under the Licensed Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Licensed Premises and restore the Licensed Premises to the condition the same was in prior to such work being done.

Notwithstanding the foregoing, the use of the fairgrounds and riding areas for visitor and staff parking may require site improvements to allow for safe vehicular and pedestrian passage. County grants Permittee permission to construct such improvements, subject to DPW approvals, so long as said improvements do not alter the character of Eisenhower Park.

17. **SECURITY DEPOSIT:** (a) Upon affixing its signature to this Permit, Permittee shall provide the County with a security deposit in the amount of Ten Dollars (\$10,000.00) ("Security Deposit") payable to "***Treasurer of Nassau County***". Failure to make payment according to this schedule shall result in revocation of this Permit. All fees shall be paid by certified check, bank cashier's check, or U.S. Post Office money order, payable to the Treasurer of Nassau County and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums, Eisenhower Park, Administration Building, East Meadow, New York 11554. 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. The Security Deposit shall remain with the County until expiration of Permit and Permittee has complied with every condition of Permit; (b) The County shall not be obligated to place or to keep cash deposited hereunder in interest-bearing bank accounts; (c) If any fees or other charges or sums payable by Permittee to the County shall be overdue or

unpaid or should the County make payments on behalf of the Permittee, or should the Permittee fail to perform any of the terms of this Permit, then County may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after five days' notice, appropriate and apply the Security Deposit or as much thereof as may be necessary to compensate the County toward the payment of permit fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Permittee. Upon Permittee's full compliance of the terms, covenants and conditions of this Permit and payment of all fees and other charges and sums payable by Permittee to the County, the Security Deposit shall be returned to Permittee following the surrender of the Licensed Premises by the Permittee in compliance with the provisions of this Permit.

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:

Darcy A. Belyea

Commissioner

Nassau County Department of Parks Recreation & Museums

Administration Building

Eisenhower Park

East Meadow, NY 11554

(516) 572-0272 Fax: (516) 572-0260

With a copy to:

Thomas A. Adams

Nassau County Attorney

One West Street

Mineola, New York 11501

(516) 571-3076 Fax: (516) 571-6684

Notices to the Permittee will be given to:

LuminoCity, Inc.

Xiaoyi Chen, Executive Producer

6751 Exeter St

Forest Hills, New York 11375

(516) 270-6897 Fax: 718-550-5780

With a copy to:

Benemerito Attorneys at Law, PLLC
Attn: Alejandra M. Gonzalez, Esq.
14 Wall Street, 20th Fl
New York, NY 10005
(212) 785-1528

19. **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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Nassau County Comptroller and any other governmental authority with jurisdiction over this Permit, and any of their duly designated representatives. The provisions of this Paragraph shall survive the termination of this Agreement. Notwithstanding the foregoing, the County shall keep confidential Permittee's private business information that County or Permittee is not otherwise required to disclose, subject to FOIL guidelines.

20. **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 (a) all County approvals have been obtained, including, if required, approval by the County Legislature, and, (b) this Agreement has been executed by the Commissioner (as defined in this Agreement).

21. **TICKETING AND PRICING:** (a) Permittee will sell all tickets to the general public via its own ticketing system, both online and on site during the Event. (b) Permittee will solely determine pricing for the Event. (c) Permittee will provide the Commissioner with 100 complimentary tickets for its own purposes.

22. **NO WAIVER OF COUNTY'S RIGHTS:** The failure of the County at any time to demand strict performance by Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and County may, at any time, demand strict and complete performance by Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

23. **RIGHTS RESERVED BY THE COUNTY/CONCESSIONS:** (a) All rights not specifically granted to Permittee in this Agreement shall be reserved by the County. (b) Permittee shall not operate, or permit the operation of, any concession on the Licensed Premises, or permit others to use all or a portion of the Licensed Premises for commercial events, except with the prior written approval of the County.

24. **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.

25. **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.

26. **ADVERTISING, MARKETING, PUBLIC RELATIONS, AND MESSAGING:** a) Parks acknowledges that Permittee has substantial expertise in marketing, public relations, social media, and generating a high volume of transactional ticket sales. Permittee will lead and control all aspects of marketing, promoting, discussing, and advertising this event and the nature of the LuminoCity/Parks arrangement, subject to Parks' approval, such approval not to be unreasonably withheld. Any approvals required by this subparagraph expressly exclude posts made by Permittee on its social media channels.

(b) LuminoCity will set messaging strategy, and Nassau County Parks will make no announcements or comments about the Event without the approval of Permittee. (c) Ticket buyer demographics collected by LuminoCity, including postal and email addresses, will be the property of LuminoCity. (d) The County has the right to require any and all signage on-site to include the Nassau County Logo, as well as the name Bruce A. Blakeman, County Executive. (e) Any placement of signage advertising the Program at entrances, exits, or high visibility areas are subject to approval from the Department. Size of signage is at the discretion of the Commissioner and subject to her approval. Signs may be put in place only after Parks approval and removed within 24 hours of receiving Notice to Remove from Parks.

27. **FUNDRAISING AND SPONSORSHIPS:** Permittee will coordinate with County Parks staff on pursuing grants and sponsorships from Long Island sources. County will identify sponsorship opportunities where available and appropriate for the Permittee. Where there is no conflict with existing or planned sponsorship or fund-raising initiatives, Permittee will be lead or sole applicant and invest the proceeds in the Event at Eisenhower Park. County shall provide LuminoCity leads and outreach assistance for various communities through the related County Agencies and Departments, included but not limited to Asian Affairs, Hispanic Affairs, Minority Affairs, Youth Bureau and Office of the Aging. LuminoCity will be the sole applicant for non-Long Island sources and will keep any income received from these sources.

28. **SITE AND EQUIPMENT:** (a) Prior to the initial set up period, Parks will grade, smooth, fill, and otherwise fix and finish the pathways that visitors will walk on during LuminoCity, so as to eliminate potholes and other trip hazards. (b) The perimeter of the property shall have a fence installed and Nassau County and LuminoCity will share equally the price of the fence installation.

29. **MISCELLANEOUS:** (a) Barriers. During its occupancy, Permittee shall have the right to erect temporary signage and barriers to prevent the public from accessing LuminoCity areas, with style and messaging subject to the approval of Parks, such approval not to be unreasonably withheld. (b) Office space - Parks will provide Permittee with indoor, office/conference room space equipped with telephones, data lines, and electricity. Permittee shall occupy this space during set up, event, and take down. (c) Connectivity and data. (i) Parks to provide bandwidth sufficient to handle data

traffic including ticket scanners. (ii) Parks to provide phone numbers with voice messaging capability for use by staff and as customer service hotlines. Permittee will reimburse Parks for this expense at cost. This service may be delivered through a data network as VOIP. (d) Parking and Public Safety. (i) Parks shall be responsible for obtaining sufficient parking spaces to accommodate visitors and staff at the Event. Such parking shall include use of the Parks lots surrounding the exhibit. County will ensure that lights in the main parking lot and grounds are in good working order and remain illuminated throughout the evening and overnight hours. (ii) Permittee will hire professional parking staff for each event night, who will coordinate logistics with Parks and other services (Public Safety, Police, etc.). (iii) Parks will be responsible for the cost of any public safety and/or emergency services requested or required by Parks or Nassau County during the event. (e) Parks will ensure the bathrooms are in good working order at all times and will be responsible for maintenance. (f) Security:

1. Permittee shall prepare a specific site plan for the Event ("Event Site Plan"). The Event Site Plan shall include, but not be limited to, addressing the placement of tents, vendors, generators, sound equipment, all electrical cabling, signage, portable restrooms, crowd control and vehicles. The Event Site Plan must in all respects be acceptable and approved by Parks, in writing, on or before October 1st, 2023. Failure by Parks to provide a timely response to a timely submitted Event Site Plan shall constitute approval. "Timely" shall mean within five (5) business days of the receipt of said Site Plan. Permittee shall provide County with a signed copy of a contract, and receipt marked paid in full. Failure to do so may result in the revocation of this Permit.
2. Permittee shall supply an adequate number of responsible individuals, as reasonably determined by Parks in consultation with Permittee, to responsibly control the large crowds of people who may attend the Event. The Permittee, at its own cost and expense, shall provide uniformed and easily identifiable security guards and ushers or crowd control personnel to responsibly control the large crowds of people who may attend the Event and to provide security for items of personal property on site for the Event. Security guards shall be responsible for checking all attendees to ensure that no glass or alcoholic beverages are brought unto the Licensed Premises.
3. Permittee shall supply County with a Security Plan no later than October 1st 2023, and October 1st of each renewal year thereafter.. There shall be at least the number of security guards as determined by Eisenhower Park on the Event day from the authorized security agency approved by Parks from the hours of 2 p.m. until midnight or until the Licensed Premises is cleared of all members of the public.
4. The authorized security agency must comply with all the insurance requirements listed in Section 4 of this Permit (e.g., naming the County as the Additional insured).

5. The security guards shall perform their duties in a coordinated manner with Parks and Public Safety in order to ensure compliance with the NYS Security Guard Act of 1992. In the event of any problems with crowd behavior and control, or any emergencies, Parks personnel shall be the controlling authority. The Security Supervisor will meet with the Park Supervisor one half hour prior to opening gates to the public to advise Parks personnel of the number of guards on duty, their location, and assignments. Assignment and location plans for security personnel must be submitted to Parks for approval no later than five (5) days prior to the scheduled Event.
6. The COUNTY shall be entitled to, on the night before the event opens to the public, a complimentary "Preview Night" for guests of the Counties choosing. Additionally, the County shall be supplied with one thousand five hundred (1,500) tickets for the Preview Night.
7. The Permittee agrees that the Nassau County Parks Department will have final approval rights regarding vendors, subcontractors, and all third parties.

30. **RETAIL AND CONCESSION:** (a) During Event hours, only LuminoCity retail shall be available to visitors, except as herein provided. (b) If LuminoCity chooses not to use County's Exclusive Concessionaire to create food court or market, further negotiation and proper compensation with Dover will be negotiated by the Permittee. Notwithstanding the above, County reserves the right to receive 10% of all food and beverage sales.

31. **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.

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

LUMINOCITY, INC

By: [Signature]
Name: Xiaoyi Chen
Title: CEO
Date: 8/16/2023

NASSAU COUNTY

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

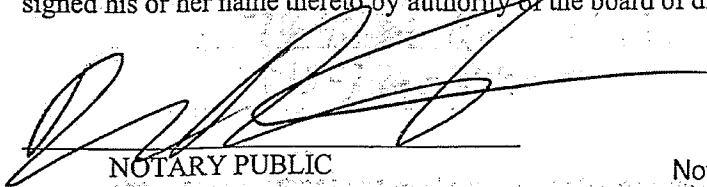
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 16 day of August in the year 2023 before me personally came Xiaoyi Chen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of Luminocity, Inc., 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

Devon Budzitowski
Notary Public, State of New York
Reg. No. 01BU0007817
Qualified in Suffolk County
Commission Expires MAY 16, 2027

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 of the County of Nassau, or ____ the Commissioner of Parks, the municipal corporation described herein, and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

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:

Xiaoyi Chen (Name)
74 Kuhl Ave. Hicksville NY 11801 (Address)
516-270-6897 (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 Permittee does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Permittee 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 Permittee
3. In the past five years, Permittee _____ has ☒ 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 ☒ 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:

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.

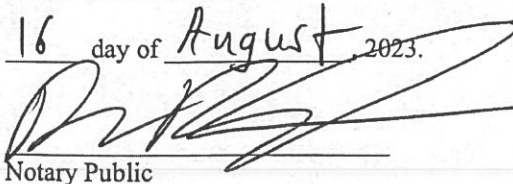
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/16/2023
Dated


Signature of Chief Executive Officer

Xiaoqi Chen
Name of Chief Executive Officer

Sworn to before me this

16 day of August, 2023.

Notary Public

Devon Budzitowski
Notary Public, State of New York
Reg. No. 01BU0007817
Qualified in Suffolk County
Commission Expires MAY 16, 2027

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

(d) The Cultural Facility Operator shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Cultural Facility Operator shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines, or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines, or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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

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

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

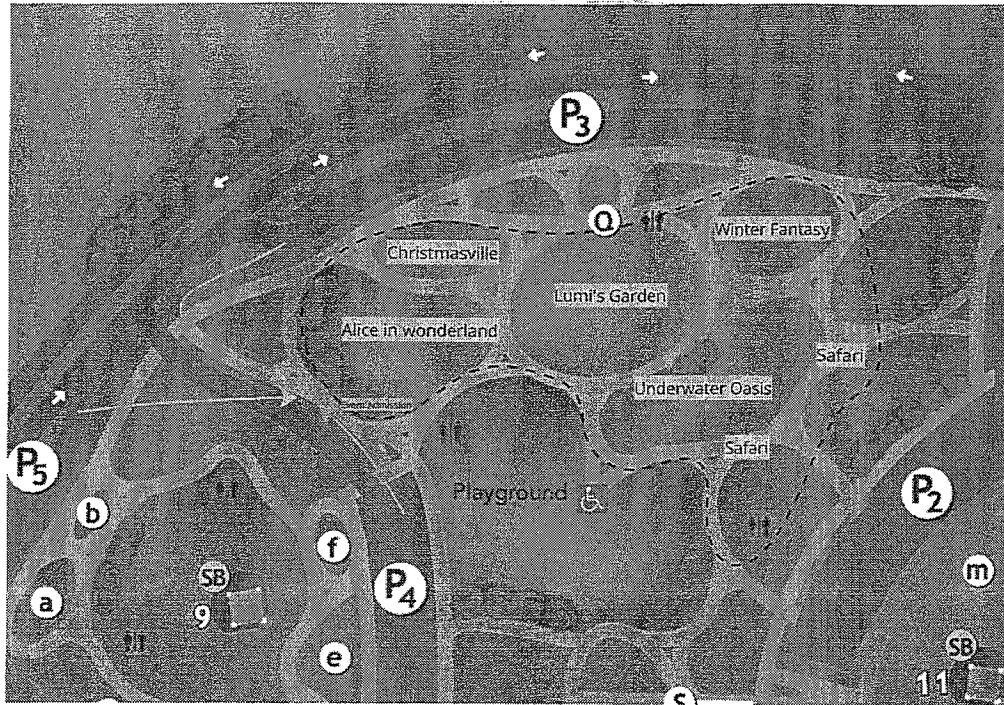
As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

EXHIBIT A



SAFARI EXHIBITS

UNDERWATER OASIS

ALICE IN WONDERLAND

WINTER FANTASY

CHRISTMASVILLE

LUMI'S GARDEN



Nassau County Interim Finance Authority

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

1. Vendor: LUMINOCITY INC.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: 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: 10/01/2023 to 09/30/2024

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

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:

: LuminoCity is an entertainment company that specializes in creating unforgettable experiences through light sculptures, animatronic animals and imagination. LuminoCity and the Parks Department are in alignment, advancing entertainment, diversity and cultural education. LuminoCity Festival strives to push the boundaries of ordinary events to create one-of-a-kind experiences. The LuminoCity Festival will take place at Eisenhower Park at nights which will include Mondays, Thursdays, Fridays, Saturdays and Sundays with the following exceptions; Thanksgiving, Christmas Eve, Christmas Day and New Year's Day.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

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

08/21/2023

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.

Elaine Phillips
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: LuminoCity, Inc.

CONTRACTOR ADDRESS: 6751 Exeter Street, Forest Hill, NY 11375

FEDERAL TAX ID #: 831673439

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.

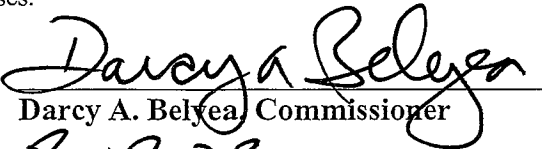
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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.


Darcy A. Belyea, Commissioner

8-18-23

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.



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?

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

Xiaoyi Chen [XCHEN@LUMINOCITYUS.COM]

Dated: 08/08/2023 02:03:37 pm

Vendor: LuminoCity Inc.

Title: President/CEO

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Xiaoyi Chen
Date of birth: 02/11/1990
Home address: 74 Kuhl Ave
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country: US
Business Address: 67-51 Exeter St
City: Forest Hills State/Province/Territory: NY Zip/Postal Code: 11375
Country: US
Telephone: 5162706897
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>08/23/2018</u>	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.

I am the 95% owner of the company and the only person authorized to manage the day-to-day operation of the company

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 notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide 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?

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 related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide 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, Xiaoyi Chen , 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, Xiaoyi Chen , 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.

LuminoCity Inc.

Name of submitting business

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

Xiaoyi Chen XCHEN@LUMINOCITYUS.COM

President/CEO

Title

08/08/2023 02:22:31 pm

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: 08/08/2023

1) Proposer's Legal Name: LuminoCity Inc.

2) Address of Place of Business: 6751 Exeter Street

City: Forest Hills State/Province/
Territory: NY Zip/Postal
Code: 11375
Country: US

Address: 2 Allen Street 5G
City: New York State/Province/
Territory: NY Zip/Postal
Code: 10002
Country: US
Start Date: 09/01/2018 End Date: 08/15/2019

Address: 330 West 38th Street Suite 1501
City: New York State/Province/
Territory: NY Zip/Postal
Code: 10018
Country: US
Start Date: 08/15/2019 End Date: 12/31/2021

3) Mailing Address (if different): 25 Old Ox Road

City: Manhasset State/Province/
Territory: Zip/Postal
Code:
Country: AL

Phone: _____

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

Business Attorney's Office for Mailing Purpose

- 4) Dun and Bradstreet number: None
- 5) Federal I.D. Number: None
- 6) The proposer is a: Corporation (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:

- 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 conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We will adhere to Nassau County Guidelines, if a conflict were to arise we will notify the county as soon as we become aware of it.

- 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.

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

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

02/11/2023

- 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.

Xiaoyi Chen, 95% Owner, President and CEO
iBeehub, Inc., 5% ownership, venture capital investment only

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

Xiaoyi Chen, 67-51 Exeter St Forest Hills, NY 11375
iBeehub, Inc., 40 Wall Street, Suite 2832, New York, NY 10005

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

4

- vi) Annual revenue of firm;

2000000

- vii) Summary of relevant accomplishments

Successfully held events and exhibits across the United States, with a focus in the eastern U.S. and the Greater

Long Island/NYC areas. We had worked with both public sectors, private sectors, and local municipalities to deliver events and art exhibits to their surrounding communities.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

5

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

We are happy to furnish references if it is necessary.

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	Randall's Island Park		
Contact Person	Park Administrator		
Address	20 Randalls Island Park		
City	New York, NY 10035	State/Province/Territory	NY
Country	US		
Telephone	(212) 860-1899		
Fax #			
E-Mail Address	David.Salerno@parks.nyc.gov		

Company	Town of North Hempstead		
Contact Person	John Darcy		
Address	220 Plandome Road		
City	Manhasset	State/Province/Territory	NY
Country	US		
Telephone	(516) 669-2003		
Fax #			
E-Mail Address	Darcyj@northhempstead		

Company	Cloud Printing		
Contact Person	Tommy Chen		
Address	121 W 27 Street 1204		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 775-0888		
Fax #			
E-Mail Address	tommy@printing2cloud.com		

I, Xiaoyi Chen , 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, Xiaoyi Chen , 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: LuminoCity Inc.

Electronically signed and certified at the date and time indicated by:
Xiaoyi Chen XCHEN@LUMINOCITYUS.COM

President/CEO
Title

08/08/2023
Date

COUNTY OF NASSAU

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

1. Name of the Entity: LUMINOCITY INC.

Address: 6751 EXETER ST

City: FOREST HILLS State/Province/Territory: NY Zip/Postal Code: 11375

Country: US

2. Entity's Vendor Identification Number: none

3. Type of Business: Closely Held Corp (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):

2 File(s) uploaded: Contract Vendor Disclosure2023.docx, names&address.png

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.

Name: Xiaoyi Chen
Address: 74 Kuhl Ave, Hicksville, NY 11801

iBeeHub, Inc.
32 Broadway, New York, NY 10004

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [] NO [X]

(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:
Xiaoyi Chen [XCHEN@LUMINOCITYUS.COM]

Dated: 08/08/2023 02:36:46 pm

Title: President/CEO

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.



**Workers'
Compensation
Board**

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

Insured Detail

1a. Legal Name and address of Insured (Use street address only) LuminoCity Inc 6751 Exeter St Forest Hills, NY 11375 <i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-270-6897 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 831673439
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1550 Franklin Avenue Mineola, NY 11501	3a. Name of Insurance Carrier Sequoia Insurance Company 3b. Policy Number of entity listed in box "1a": QWC1278771 3c. Policy effective period: 3/20/2023 to 3/20/2024 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: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  8/8/2023
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

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

Section 57. Restriction on issue of permits and the entering 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.

C-105.2 (9-17) REVERSE



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) LUMINOCITY INC. 6751 EXETER STREET FOREST HILLS, NY 11375 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-270-6897 1c. Federal Employer Identification Number of Insured or Social Security Number 831673439
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1550 Franklin Avenue Mineola, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL599303 3c. Policy effective period 01/01/2022 to 12/31/2023


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.

Date Signed 9/23/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have been checked)

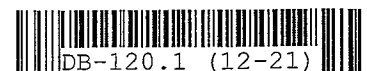
State of New York Workers' Compensation Board

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 (Article 9 of the Workers' Compensation Law) with respect to all of their 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.



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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.