



Certified: --

**E-119-23**

FILED WITH THE NASSAU COUNTY  
CLERK OF THE LEGISLATURE OCTOBER 4th, 2023  
4:29 PM

**NIFS ID: CQPK23000030**

Capital:

Contract ID #: CQPK23000030

NIFS Entry Date: 09/28/2023

**Department: Parks**

Service: sport tournaments

Term: Upon execution by County Executive to 7/31/24

Contract Delayed:

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

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

| Vendor/Municipality Info:                                      |                       |
|--|-----------------------|
| Name: <b>T20 World Cup USA Incorporated</b>                    | ID#: <b>932723688</b> |
| Main Address: <b>1631 Mesa Ave. Colorado Springs, CO 80906</b> |                       |
| Main Contact: <b>Justin Rogers</b>                             |                       |
| Main Phone: <b>(719) 510-9295</b>                              |                       |

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

## Contract Summary

**Purpose:** Purpose: T20 USA has been granted the hosting rights for a number of matches of the 2024 International Cricket Council's (ICC) Men's T20 World Cup tournament to include professional international cricket teams and to be hosted in the US and West Indies. The Use and Occupancy permit will grant ICC to utilize a portion of 19 acres of Field 6 located at Eisenhower Park to construct a temporary regulation cricket ground (aka Main Pitch) for the tournament scheduled for June 2024. ICC will also construct two Practice Pitches at Cantiague Park and a site to be determined. T20 USA shall pay for all necessary costs and expenses, including, but not limited to construction, maintenance, advertising, signage, parking, shuttle services, Event staffing, maintenance personnel and security.

**Method of Procurement:** n/a

**Procurement History:** n/a

**Description of General Provisions:** T20 USA has been granted the hosting rights for a number of matches of the 2024 International Cricket Council's (ICC) Men's T20 World Cup tournament to include professional international cricket teams and to

be hosted in the US and West Indies. The Use and Occupancy permit will grant ICC to utilize a portion of 19 acres of Field 6 located at Eisenhower Park to construct a temporary regulation cricket ground (aka Main Pitch)for the tournament scheduled for June 2024. ICC will also construct two Practice Pitches at Cantiague Park and a site to be determined. T20 USA shall pay for all necessary costs and expenses, including, but not limited to construction, maintenance, advertising, signage, parking, shuttle services, Event staffing, maintenance personnel and security. .

**Impact on Funding / Price Analysis:** Revenue based agreement

**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                      | Linda Barker         | 10/04/2023 01:26PM | Approved    |
| NIFS Final Approval             | Linda Barker         | 10/04/2023 01:26PM | Approved    |
| Final Approval                  | Linda Barker         | 10/04/2023 01:26PM | Approved    |
| County Attorney                 |                      |                    |             |
| Approval as to Form             | Thomas Montefinise   | 10/04/2023 01:36PM | Approved    |
| RE & Insurance Verification     | Mary Nori            | 10/04/2023 02:15PM | Approved    |
| NIFS Approval                   | Mary Nori            | 10/04/2023 02:58PM | Approved    |
| Final Approval                  | Mary Nori            | 10/04/2023 02:58PM | Approved    |
| OMB                             |                      |                    |             |
| NIFS Approval                   | Nadiya Gumieniak     | 10/04/2023 01:28PM | Approved    |
| NIFA Approval                   | Irfan Qureshi        | 10/04/2023 01:31PM | Approved    |
| Final Approval                  | Irfan Qureshi        | 10/04/2023 01:31PM | Approved    |
| Compliance & Vertical DCE       |                      |                    |             |
| Procurement Compliance Approval | Robert Cleary        | 10/04/2023 03:43PM | Approved    |
| DCE Compliance Approval         | Robert Cleary        | 10/04/2023 03:43PM | Approved    |
| Vertical DCE Approval           | Arthur Walsh         | 10/04/2023 04:24PM | Approved    |
| Final Approval                  | Arthur Walsh         | 10/04/2023 04:24PM | Approved    |
| Legislative Affairs Review      |                      |                    |             |
| Final Approval                  | Eleftherios Sempepos | 10/04/2023 04:24PM | Approved    |
| Legislature                     |                      |                    |             |
| Final Approval                  |                      |                    | In Progress |
| Comptroller                     |                      |                    |             |
| Claims Approval                 |                      |                    | Pending     |
| Legal Approval                  |                      |                    | Pending     |

|                            |  |  |         |
|----------------------------|--|--|---------|
| Accounting / NIFS Approval |  |  | Pending |
| Deputy Approval            |  |  | Pending |
| Final Approval             |  |  | Pending |
| <b>NIFA</b>                |  |  |         |
| NIFA Approval              |  |  | Pending |

RULES RESOLUTION NO. \_\_\_\_\_ - 2023

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERMIT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND T20 WORLD CUP USA INC.

WHEREAS, the County has negotiated a use and occupancy permit agreement with T20 WORLD CUP USA INC. in relation to the use and occupancy of certain land at Eisenhower Park, East Meadow, and Cantiague Park, Hicksville, New York, for the purpose of constructing a temporary Cricket Stadium, practice fields and hosting various games of the 2024 Cricket World Cup, a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, acting in an advisory capacity to the Nassau County Legislature, as Lead Agency through a coordinated review, the Nassau County Department of Public Works has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be classified as a "Type I" action pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Full Environmental Assessment Form with attachments ("FEAF") for the proposed action and recommends that the Legislature, upon its review of the FEAF with attachments and any supporting documentation, if any, determine that the evidence before it indicates that the

proposed action will have no significant environmental impact and does not require further environmental review; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said permit with T20 WORLD CUP USA INC., Inc.; and be it further

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., the proposed grant of a use and occupancy permit for the Premises has been determined not to have a significant effect on the environment and no further review is required.

**USE AND OCCUPANCY PERMIT  
BETWEEN  
NASSAU COUNTY  
AND  
T20 WORLD CUP USA INC.**

**THIS AGREEMENT**, together with the schedules, appendices, attachments and exhibits, if any (hereinafter "Agreement"), made and entered as of the date on which this Agreement is last executed by the parties hereto (hereinafter "Effective Date"), by and between the COUNTY OF NASSAU with offices located at One West Street, Mineola, NY 11501 (hereinafter "County"), acting through its DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, with offices at Administration Building, Eisenhower Park, East Meadow, New York 11554 (hereinafter "Parks" or "Department"), and T20 WORLD CUP USA INC., a Delaware Non-For-Profit Corporation, located at 1631 Mesa Ave. Copper Building, Suite C, Colorado Springs, CO 80906 (hereinafter "T20 USA" or "Permittee").

**WHEREAS**, T20 USA has been granted the hosting rights for a number of matches of the 2024 International Cricket Council's (hereinafter "ICC") Men's T20 World Cup tournament (hereinafter "World Cup") to include professional international cricket teams and to be hosted in the United States and West Indies (hereinafter "Event"); and,

**WHEREAS**, certain public lands which may be suitable for staging a portion of the Event are under the jurisdiction and control of the County; and;

**WHEREAS**, T20 USA and the County discussed and desire to enter into an agreement for use and occupancy of County-owned lands for presentation of the Event and wish to memorialize the essential terms of such agreement; and

**WHEREAS**, Permittee is willing to abide by and carry out the conditions and regulations of this Agreement which shall not be considered a lease, but merely a license, revocable on notice.

**NOW, THEREFORE**, T20 USA on behalf of itself, its directors, managers, officers, employees, and agents, and the County, acknowledge their understanding of the terms of their relationship as memorialized in this Agreement:

**1. PAYMENT.**

- a. T20 USA shall pay for all necessary costs and expenses incurred by T20 USA in connection with the Event, including but not limited to: construction, maintenance, advertising, signage, parking, shuttle services, Event staffing, maintenance personnel, and security, solely as such costs relate to the Event. Nothing contained herein shall obligate T20 USA to pay costs incurred by the County or any other third party unless such costs have been pre-approved in writing by T20 USA.

- b. T20 USA shall pay One Hundred Thousand (\$100,000.00) Dollars reimbursement to the County for all on call and on duty Nassau County Police Department (“NCPD”), fire, medical, other emergency services personnel costs and expenses as may be required for each of the six (6) days that a featured match will take place at the Main Field (as hereinafter defined) (each a “Match Day”). Such emergency services and all necessary equipment will be provided by the County on Match Days as necessary to implement any security and safety plans implemented pursuant to Section 7 hereof. T20 USA hereby acknowledges that if any featured match scheduled for a Match Day is cancelled less than twenty-four (24) hours prior to the scheduled starting time of such featured match, T20 USA will not be relieved of its obligation to make the payment provided in this Section 1.b.
- c. T20 USA shall pay Twenty-Five Thousand (\$25,000.00) Dollars reimbursement to the County for Department of Public Works (“DPW”) and Parks personnel, costs and expenses as may be required for each of the six (6) Match Days. The DPW/Parks staff shall be credentialed and part of an ongoing Match Day “Response Team” managing maintenance and repairs of on-site and off-site elements in collaboration with T20 USA and operation leadership. T20 USA hereby acknowledges that if any featured match scheduled for a Match Day is cancelled less than twenty-four (24) hours prior to the scheduled starting time of such featured match, T20 USA will not be relieved of its obligation to make the payment provided in this Section 1.c.
- d. The parties shall jointly verify the number of vehicles utilizing offsite and onsite parking for the Event on Match Days and practice matches. T20 USA shall thereafter remit to the County within thirty (30) days following completion of the Event the net revenue received by T20 USA from all on-site and off-site parking (after deduction of all parking-related expenses).
  - i. T20 USA agrees that any off-site parking (meaning any parking location not located on Eisenhower Park property) shall have a maximum charge of no more than Forty (\$40.00) Dollars per standard vehicle per Match day.
  - ii. T20 USA may charge an amount within its own discretion for on-site parking located with the designated area of Eisenhower Park as mutually agreed upon.
  - iii. T20 USA shall submit to the County an income and expenses report with supporting documentation and in verifiable form. County shall have the right to audit all reports and documentation related to this section and if such audit shall conclude that an incorrect amount has been paid to the County the parties shall adjust such amount due accordingly.
- e. The County shall be entitled to a total of 500 complimentary tickets (or such additional amounts as agreed upon between the parties) over the course of all Match Days in locations to be selected by T20 USA for the use of the County during the tournament. County, represents and warrants to T20 USA that the provision of this Section 1.e. is not a violation of Section 29 of this Agreement.

- f. **Merchandising.** T20 USA shall in good faith use commercially reasonable efforts to negotiate with its global licensing company to provide for a certain percentage, of the net revenue received by T20 USA from the sale of “Nassau County” branded merchandise containing County IP (defined below) sold in connection with the Event to be paid to the County.
- i. T20 USA shall submit to the County an income/expenses and/or sales report with supporting documentation and in verifiable form. County shall have the right to audit all reports and documentation related to this section and if such audit shall conclude that an incorrect amount has been paid to the County the parties shall adjust such amount due accordingly.

## 2. TERM.

- a. The term of this Agreement (the “Term”) shall be from the Effective Date through July 31, 2024, unless sooner terminated by T20 USA or the County as provided for in this Agreement.
- b. Date and Duration: Preliminary Practice shall take place from May 26, 2024 through approximately June 3, 2024, (“Practice”) and Match Days shall take place approximately between June 4, 2024 and June 12, 2024 as determined by T20 USA. Other days during the time of the Event will include practice periods for the teams participating in the Event to be held at Practice Fields (defined below).

## 3. THE EVENT AND USE.

- a. **Location.** a portion of the Event shall be presented on lands owned by the County, specifically nineteen (19) acres of Field 6, designated by the Department and located at Eisenhower Park hereafter known as the “Main Field”. (See attached **Exhibit A**). Two (2) practice fields shall be utilized in connection with the Event located at Cantiague Park and adjacent to the Main Field at Eisenhower Park Field 6, which adjacent field is designated on **Exhibit A** (each, a “Practice Field” and collectively, the “Practice Fields”).
- b. **Construction of Temporary Fields.** For the Event, T20 USA shall be permitted to construct and maintain improvements at the Main Field and the Practice Fields (collectively the “Sites”) as provided in this Agreement.
  - i. **The Main Field and Stadium.** The Event shall require construction of a temporary regulation cricket ground, round in shape and having a diameter of approximately 510’ (feet), along with surrounding temporary grandstand to accommodate approximately thirty-four thousand (34,000) spectators (the “Stadium”), media and other attendees as well as related temporary structures as required by T20 USA for the Event, including media center, fan zone(s), VIP pavilion, concession and merchandise stands, rest facilities, etc. substantially as depicted in the **Exhibit A** . Subject to this Agreement and relevant laws, rules, regulations, environmental and governmental approvals, T20 USA will be permitted to undertake groundwork as may be necessary to provide a level surface for the facilities to be developed at each of the Sites.

- ii. **The Practice Fields.** The Event shall require construction of two temporary cricket grounds for practice purposes at each of the Practice Fields, each round in shape and each having a diameter to be agreed upon by the parties (but in no event less than regulation size)
  - iii. **Practice Nets.** T20 USA shall also install cricket practice nets at locations at the Sites to be agreed upon between the parties, in customary shape and dimension as required by ICC standards, with the County having the option to keep such practice nets at the conclusion of the Event, at the discretion of the County.
  - iv. **Run – Through Events.** In addition to the use of the Sites for practices and featured events on Match Days, the parties agree that following the completion of the Stadium, T20 USA shall also be permitted to utilize the Main Field and Stadium to stage events or activities in preparation for the Match Days, which events or activities may include (but not be limited to) cricket matches to be played by local cricket leagues or by youths from Nassau County and the surrounding area, or other cricket related exhibitions (each, a “Run-Through Event”). Any such Run Through Event will be coordinated with the County and subject to T20 USA first obtaining the County’s approval, which approval shall not be unreasonably, withheld, conditioned or delayed. The parties further agree that if the County reasonably determines that due to the anticipated attendance of such Run-Through Event, additional services of the nature described in Section 1.b and 1.c above are required, T20 USA shall at County’s request reimburse the County for the cost of such additional services, provided, however, in no event shall such reimbursement exceed the amounts expressly set forth in Section 1.b and 1.c above.
- c. **Utilities and Facilities.** T20 USA shall, at its own cost and expense, cause any and all temporary and portable utilities, lines, dry wells, and other disposal systems needed for the use and occupancy of the Sites, to be installed on the Sites. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the parties shall reasonably cooperate to utilize all existing County utilities, mains and lines currently serving the Sites, as well as the existing ice rink and aquatics center in Eisenhower Park, to the extent feasible.
- i. **Utilities.** T20 USA shall, at its own expense, bring in all necessary utilities to maintain the Event at all Sites, and to meet all health and safety standards required by Federal, State, and local laws and regulations. All utilities directly serving the Sites during the term of this Agreement, including but not limited to electricity, water, plumbing, waste removal, etc., shall be paid for by T20 USA to the County to reimburse the County for the increase in usage over and above the average usage from the prior two (2) years. T20 USA shall, at its own expense, provide ample and sufficient electricity to accommodate the Event capacity, proper lighting at all Sites and for all temporary and portable utilities installed by T20 USA.



- ii. **Waste Removal.** T20 USA shall be responsible, at its own expense, for the removal and disposal of all trash, recyclables, or other refuse generated by the construction, operation and break down of the facilities and during and after the Event. T20 USA shall comply with all Federal, State, and local laws and regulations for the removal, recycling, and disposal of any waste generated by the Event. Throughout the term of the Agreement Permittee shall maintain the Sites in at least its current condition as of the commencement of the Term (subject to Permittee's rights to perform alterations and construct improvements as provided herein).
  - iii. **Rest Facilities.** T20 USA shall make accommodations for temporary rest facilities that meet Federal, State, and local laws and regulations.
    - 1. Permittee acknowledges that any septic waste must be disposed of at the Bay Park Septic Receiving Facility or other licensed facility.
  - iv. **Drainage.** T20 USA shall prepare the Sites to provide proper drainage and shall work with the County to remediate run-off.
  - v. **Irrigation.** T20 USA, at its sole cost, shall install, repair and maintain during the Event any irrigation system on the Site necessary to maintain a world class Cricket field as reasonably determined by T20 USA. Any cost of utilities, or water necessary to maintain the irrigation systems serving the Site will be paid for at the sole expense of T20 USA.
  - vi. **Broadcasting.** T20 USA shall have the right to broadcast all events from the Sites at no charge.
- d. **Set-up and Breakdown.** The setup of the temporary structures and pitches shall commence no earlier than January 1, 2024 and shall be completed by no later than May 31, 2024. The Main Field, Practice Fields and accompanying facilities will remain operational from May 1, 2024 until the conclusion of the Match Days. Break-down shall be completed by July 31, 2024. In anticipation of presenting the Event, T20 USA shall be afforded access to and control of the Sites as soon as possible following receipt of all required governmental permits. T20 USA shall be responsible for returning all lands and property used for the presentation of the Event to their prior condition unless otherwise provided herein or agreed to by the parties. T20 USA shall be responsible for any and all damages caused to the lands or property owned by the County as a result of T20 USA or its agents acts or omissions.
- i. As a further assurance, prior to any construction, T20 USA will procure and obtain for the benefit of the County a performance Bond in the amount of one hundred percent (100%) of the total costs and expenses associated with the removal of all temporary structures as reasonably determined by the County. (T20 to provide for reference purposes the breakdown costs from its contractor.)

Such bond shall be executed by a surety company authorized to do business in the State of New York and reasonably acceptable to the County Comptroller and County Attorney. In lieu of a Bond, T20 USA may provide the County with another form of security (such as, an unconditional letter of credit or cash escrow) as reasonably acceptable to the County Comptroller and County Attorney.

1. In the event Permittee elects to deposit an amount of funds into escrow to guaranty performance of this section, the parties agree that such funds shall be released to the County if the Permittee fails to removal all the temporary structure pursuant to this Agreement within ten (10) days after being given notice from the County, which notice shall not be given prior to the later to occur of (A) July 31, 2024, or (B) the last day of the Term (as same may be extended pursuant to agreement of the parties). Any balance of funds not used to remove to all the temporary structures and remaining in the escrow upon satisfaction of the breakdown shall be released to T20 USA.
- e. **Concessions.** The parties acknowledge that the County has a preexisting agreement in place with a Dover Gourmet Corporation (“Dover”) to provide concessions services on County property and/or events. T20 USA will negotiate in good faith an agreement with Dover that comports with the County’s contractual obligations to Dover as more particularly set forth on **Exhibit “F”** annexed hereto (the “Dover Requirements”) Any agreement that T20 USA enters into with Dover shall contain a waiver and release by Dover in favor of the County in connection with any breach of the Dover Requirements, with an acknowledgement by Dover that the County may enforce and assert such waiver and release in any potential litigation between the County and Dover. All temporary stands or facilities constructed for the purpose of preparing, distributing, or selling concessions shall be compliant with all health, public safety and fire standards under Federal, State, and local laws and regulations.
- f. **Parking.** The Event will require offsite parking for approximately 7,000 to 9,000 standard motor vehicles. The County shall assist T20 USA in providing offsite parking on lands owned by the County (including, without limitation such other parking lots at Eisenhower Park and/or securing permission for offsite Event parking on other lands (including Nassau Community College and Nassau Coliseum). T20 USA will control all parking operations on Match Days (subject to County oversight for safety and security) and shall have the right to set parking fees at its sole and absolute discretion subject to the terms of this Agreement including but not limited to Section 1.d. above.
- g. **Shuttle Service.** T20 USA will provide at its sole costs and expense shuttle service from each various offsite parking location to the Event(s) as reasonably determined by T20 USA. Such service will be coordinated with the various County entities, including DPW, PARKS, and NCPD.
- i. T20 USA shall submit to DPW, Parks and NCPD and further collaborate with the County a Traffic Plan subject to DPW approval to accommodate the

reasonable and efficient flow of traffic to and from the various parking locations to the Event.

- h. **Non-Interference with Regular Park Use.** T20 USA shall use commercially reasonable efforts to not materially interfere with the public's use and enjoyment of any County Park lands except on Match Days. County acknowledges that there will be some interference with the public's use and enjoyment of County Park property throughout the Term. County reserves the right, in its discretion, to limit access to or temporarily close the Park to non-Event activities based upon health, safety or security concerns.
4. **CRICKET SITES.** Upon completion of the Event and removal of all temporary facilities installed as part of or incidental to the Event, T20 USA at its sole expense shall cause the Main Field, Practice Fields and those practice nets that are left following the Event pursuant to the terms hereof, to remain in functioning and presentable condition for the County's use. County and T20 USA shall mutually agree upon what Practice Nets should be removed and if the grass pitch at any Practice Nets remaining at the Sites should be replaced with artificial turf.
5. **APPROVALS.** The County will assist T20 USA in obtaining any and all approvals and permits as may be required for development of the described Sites. Such assistance does not guarantee approval.
6. **MAIN STADIUM NAMING RIGHTS.** The parties agree to name the Stadium in the Main Field "The Nassau County International Cricket Stadium". This venue name shall be referenced in global media coverage in the lead-up to and during the event, in addition to being covered during the broadcast of matches at the venue, featured on tickets and Event collateral referencing the match schedule, on merchandising and referenced on-air by commentators as well as featured on all ICC digital and social channels. The County seal shall be prominently displayed throughout the Main Field, field and Stadium subject to Parks approval. T20 USA shall be permitted to advertise other sponsors of the Event at and throughout the Sites at its sole discretion, provided, however, any signage to be installed or maintained outside of the Stadium shall be subject to the approval of the Department, which approval shall not be unreasonably, withheld, conditioned or delayed.
7. **SAFETY AND SECURITY.** T20 USA, in consultation and collaboration with the NCPD, Nassau County Fire Marshall, Nassau County Department of Homeland Security, DPW and Parks shall design, hire and implement plans, procedures, protocols, equipment and staff, at T20 USA sole cost and expense, including but not limited to:
  - i. Incident Action Plan;
  - ii. A fire detection and warning system as well as firefighting equipment for the various structures;
  - iii. Emergency evacuation plans, process and routes;
  - iv. Operations Center;
  - v. Public Address System;
  - vi. Video Security and surveillance;

- vii. First-aid and medical facilities; and
- viii. Ambulance and Emergency Vehicle access provision(s).

8. **RELATED EQUIPMENT SPECIFICATIONS.** Permittee shall submit drawings and specifications identifying the proposed locations for all Facilities describing and depicting in detail reasonably satisfactory to County the equipment that will be installed and the location and manner of its installation, and County shall be entitled to approve or disapprove the same in its reasonable discretion prior to any installation of such equipment.

9. **INTELLECTUAL PROPERTY LIMITED LICENSE.** The County (for the purposes of this section of the agreement “Licensor”) is the owner or the licensee of all intellectual property rights in the County Seal and in certain phrases and/or slogans such as “Nassau County; Golden Coast to Coast” <sup>TM</sup>, as well as certain material published on County Websites (collectively “County IP”). This may include text, graphics, data, photographic images, moving images, audio, illustrations, software and the selection and arrangement thereof. All such content is protected by copyright laws and treaties around the world. All such rights are reserved. All of our trademarks, logos, slogans and straplines used by the County in printed, audio, or visual media, including on County websites and social media posts are owned by or licensed to the County and may not be used without our prior written consent. All third-party trademarks, product names and company names or logos mentioned in our website are the property of their respective owners.

a. **Limited License.** During the Term, leading up to the Term, and following the expiration of the Term T20 USA (for the purposes of this section of the agreement “Licensee”) shall have the right to utilize the County IP in connection with products and services to produce merchandise and promote the Event, to include, but not limited to: clothing, hats; sporting and athletic clothing, uniforms; entertainment in the nature of Cricket games namely, Cricket Events; construction of temporary and rental of stadium facilities; providing a website containing information relating to the sport of cricket, including team information, player statistics and news; entertainment, namely, television show production regarding cricket games and tournaments; all rendered live and through broadcast media including television and radio, and via a global computer network or a commercial on-line service; providing news and information in the field of sports (the “Products and Services”) and Licensor is willing to grant a license to Licensee to utilize the County IP in connection with the Products and Services. Such Limited License from Nassau County to T20 USA shall be contingent upon satisfaction of the Merchandising section 1(f) of this Agreement.

b. **Term of License.** As of the Effective Date of this agreement, and subject to the terms of this Agreement, Licensor shall grant to Licensee an exclusive license for the Term of this Agreement (as well as after the expiration of this Agreement) to use the County IP in connection with the Products and Services and any other services related to Licensee’s mission to present the Event and to promote and develop interest in the sport of cricket in the United States. Licensee’s use of the County IP may be in any media, including without limitation, in print, digital,

audio, visual, and multi-media formats as long as all such use complies with reasonable and appropriate standards as agreed upon between the parties.

c. **Extent of License.**

- i. Licensee warrants and represents that the Products and Services shall be of excellent and industry-standard quality.
  - ii. Licensor shall have the right to review and pre-approve Products and Services to ensure compliance with this Agreement. Upon Licensor's reasonable request, Licensee will provide Licensor with examples of Products and Services using the County IP. In the event of noncompliance with this Agreement the parties will reasonably work together to ensure modifications are made to so comply. Licensee shall not be required to remanufacture or destroy products not in compliance, but Licensee agrees to make reasonably requested modifications to ensure that the County IP are used in a manner to best protect their quality and integrity.
  - iii. Licensee shall be permitted to sublicense the rights herein as long as sublicensees are required to execute agreements substantially similar to this Agreement. Such agreements will obligate such sublicensees to comply with the terms of license set forth in this Agreement. Licensee agrees to reasonably enforce any breach of such sublicense agreements. Licensee also agrees to provide notice to Licensor detailing a list of all sublicensees and the use of the County IP sublicensed.
  - iv. Licensee warrants and represents that it will use the County IP in a manner as to not injure the fine reputation of Licensor and shall use the County IP.
  - v. Each party warrants and represents that it shall not intentionally prejudice or injure the other party's business relationships with any third party.
- d. **No Franchise.** The parties do not intend this Agreement to create any franchise. The County exercises no marketing or other controls over the County IP or Licensee. Licensee warrants and represents that any income earned from use of the County IP shall be less than 20% of Licensee's total income earned.
- e. **No Security.** Licensee shall not allow any third party to lien or use any County IP as security. In the event an attempt is made to secure or lien such property, Licensee shall promptly notify the County and shall take all steps necessary to remove such lien or security at its sole cost and expense.
- f. **No Further Use Approved.** No unauthorized uses of the County IP are permitted without Licensor's prior written authorization.
- g. **T20 USA Limited License.** T20 USA is the owner or the licensee of all intellectual property rights in certain logos and in certain phrases and/or slogans, as well as the material published on their websites (collectively "T20 USA IP".) During the Term and leading up to the Term, the County shall utilize the T20 USA IP in connection with products and services to promote the Event in the United States, to include: on the County website information relating to the sport of cricket, including game day information, schedules, and news; namely, advertisements regarding cricket games and tournaments on television and social media; providing news and information in the field of sports (the "Products and Services") and Licensor is willing to grant a license to Licensee to utilize the IP in connection with



the Products and Services. All other terms applicable to the IP license granted from the County to T20 USA, i.e., subsections (b), (c), (d), (e), and (f), unless otherwise specified herein, shall be applicable to the IP license granted from T20 USA to the County. Notwithstanding anything contained herein to the contrary, County covenants and agrees that County shall not use T20 USA IP in any manner whatsoever without T20 USA IP's prior written consent in each and every instance which shall not be unreasonably withheld.

10. **NO EMPLOYMENT RELATIONSHIP.** Nothing in this Agreement shall create an employment relationship, agency relationship, joint venture, partnership agreement between T20 USA and the County. No T20 USA employee shall be deemed nor hold him/herself out as an employee, servant or agent of the County and shall not be entitled to any benefits from the County including but not limited to Workers' Compensation, sick or vacation leave, or health insurance. No County employee shall be deemed nor hold him/herself out as an employee, servant or agent of T20 USA and shall not be entitled to any benefits from T20 USA including but not limited to Workers' Compensation, sick or vacation leave, or health insurance.

11. **NO INTEREST IN LAND.** Neither this Agreement nor the conduct of the parties under this Agreement shall in any event be construed to grant Permittee a leasehold interest, easement interest or other real property interest of any kind in the Sites or any other property of County.

12. **CONDITION OF THE SITES; TITLE.**

- a. Permittee represents and acknowledges that it has inspected the, has knowledge of their 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 Sites 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 Sites, the HVAC, mechanical, electrical and plumbing and other building systems thereof, if applicable, 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 Sites. Permittee is accepting the Sites in its "AS IS" condition "**WITH ALL FAULTS**" as of the date of this Agreement.
- b. Permittee acknowledges that this Agreement is a license solely for the Sites and nothing contained herein is intended to transfer to Permittee any rights with respect to the land under or adjacent to the Sites.
- c. Permittee covenants that it will keep the Sites in a condition equal to that at the beginning of its occupancy under this Agreement, ordinary wear and tear excepted, and that it will surrender and give up the Sites to the County upon the termination of this Agreement. Permittee further covenants that upon vacating the Sites, it will forthwith remove all personal property belonging to it from the Sites (except as otherwise expressly set forth herein); on the date that it surrenders the Sites. Permittee acknowledges that any personal property remaining on the Sites after the expiration, or sooner termination, of this Agreement, is intended by the 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 Sites on or before the expiration or termination date.

13. **REPAIRS, MAINTENANCE AND UTILITIES.** It is understood by Permittee that Permittee shall be responsible for any and all repairs, improvements, cleaning or maintenance work of any kind necessitated due to Permittee's use and occupancy of the Sites. Permittee shall provide daily cleaning and routine maintenance services for its operation at the Sites. Without limiting the generality of the foregoing, the Permittee agrees that in the Event Permittee and/or its agents, employees, members or representatives ("Permittee Agents") shall cause any damage to the Sites or surrounding park property, or to any fixtures, equipment and other personal property in, on or under said property, by reason of Permittee's use and occupancy of the Sites, Permittee shall repair any such damage and restore the Sites and/or park property to the condition such property was prior to such use by Permittee and/or Permittee Agents. County shall be responsible for overall general maintenance of park property outside of the Sites.

a. The County utilizing the consultant services provided by the Permittee will undertake a feasibility study to determine if it is in the best interest of the project to have the construction and operational work performed as an addenda under the County's existing Project Labor Agreement with the Nassau Suffolk Building and Construction Trades Council and its Affiliated Local Unions dated April 2011, see Exhibit "E". Such Feasibility Study shall take into account the specialized nature of the work and operations being performed at the Sites. If the Feasibility Study determines that it is beneficial to proceed utilizing a Project Labor Agreement the County can require the Permittee to have construction and operational work done under an addenda to the County's existing Project Labor Agreement. This shall require the Permittee to sign the Letter of Assent, see Exhibit "D".

b. Permittee shall provide the County with a maintenance requirement plan for the respective Sites and the practice nets, including but not limited to the turf fields and pitches. From and after the date that T20 USA vacates the Sites T20 USA shall have no obligation, liability or responsibility with respect to the Main Field, Practice Fields and those practice nets that are left following the Event pursuant to the terms hereof.

14. **REVOCATION.** The County reserves the right, in the County's sole discretion, for any or no reason, so long as such determination is not arbitrary and capricious, to revoke and terminate this Permit (i) on demand, effective thirty (30) days after written notice is sent to Permittee, (ii) Agreement for "Cause" by County immediately upon receipt by Permittee of written notice of termination, (iii) upon mutual written agreement between the parties. Permittee expressly waives any and all claims for compensation, refund of investment, damages or any other payment in the Event this Agreement is terminated by the County sooner than the fixed term, pursuant to the provisions for revocation contained herein.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement which is not cured within thirty (30) days after receipt of notice; and (ii) the failure to obtain and maintain in full force and effect all approvals and insurance coverage(s) required by the terms of this Agreement which is not cured within thirty (30) days after receipt of notice.

15. **REPOSSESSION.** Permittee further represents that it has knowledge of the fact that the Sites are owned by the County and will be used for a public purpose and that repossession by the County of the Sites is essential to the orderly scheduling of work on the Sites or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee in consideration of its use of the Sites and of the benefits flowing to it from said permit 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 Sites 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.

16. **ALTERATIONS OR IMPROVEMENTS.**

- a. Permittee shall make no alterations or improvements to the Sites, structural or non-structural, without the prior written consent of the County and the Department of Public Works, which consent shall not be unreasonably withheld, conditioned or delayed and provided further, County shall use reasonable efforts to expedite any such approvals when necessary so as to not interfere with the Event. All plans and specifications provided by the Permittee shall be certified by a NYS professional engineer or architect.
  - i. Such professional engineer or architect shall, upon providing the County with a hold-harmless letter and affidavit in the approved form, self-certify that all temporary facilities were constructed in accordance with the approved plans and specifications.
- b. T20 USA agrees to retain, hire and compensate a third-party engineer consultant of the County's choosing to perform a Project Labor Agreement Feasibility Study ("PLA") (a copy of the Master PLA is attached hereto as Exhibit "E") and review all site plans, plans and specifications required to be approved for facilities constructed under this Agreement including but not limited to:
  - i. Temporary pitches, including;
    - 1. Main Field and associated Stadium
    - 2. Practice Fields
  - ii. Associated utility equipment and facilities;
  - iii. Modifications made to existing drainage and irrigation systems;
  - iv. All ancillary and support temporary structures; and
  - v. Vehicular and pedestrian traffic control plans

17. **NO ARREARS OR DEFAULT.** 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.



## 18. INSURANCE.

- a. T20 USA shall maintain during the Term and any extension thereof, commercial general liability insurance and professional liability insurance, in amounts not less than \$25,000,000 per occurrence and \$25,000,000 aggregate coverage, which insurance shall name the County as an additional insured. T20 USA must provide the County with a certificate of insurance indicating such coverage is in effect prior to commencement of any construction or improvement work. T20 USA agrees that the County shall receive no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Should the insurance coverage be cancelled, modified or not renewed and equivalent insurance not be obtained, the County may terminate this Agreement immediately.
- b. At least ten (10) days before commencing any work to construct the Facilities (which shall include Sites), Permittee shall give County notice identifying and listing the addresses and telephone numbers for Permittee's general Contractors and any subcontractors for **installation of the Facilities and shall furnish County certificates of insurance and endorsement evidencing that each such Contractors and any subcontractors has the insurance coverage required in Exhibit C including without limitation all required additional insured coverage and waivers of subrogation.**
- c. All construction, maintenance and repair work relating to the Facilities shall be performed in accordance with this Permit and in accordance with County's rules, regulations and policies for work performed on the Property as in effect from time to time. All warranty agreements with respect to the Facilities shall identify both County and Permittee as beneficiaries thereof. Permittee shall not use any Contractors and any subcontractors to whom the County reasonably objects.
- d. See attached Exhibit "C" Insurance Requirements for additional and supplemental insurance requirements.

19. **NO LIENS.** Permittee shall not at any time cause or permit any lien or encumbrance of any kind to affect the Site. If any mechanics' lien is filed or claim of lien made for work or materials furnished to the Sites through or under Permittee, Permittee shall, at its expense, cause the lien or claim to be discharged within thirty (30) days thereafter. If Permittee does not timely cause such lien or claim to be discharged, County may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses incurred by County, shall be due and payable by Permittee on demand. County shall have no duty to investigate or evaluate the validity or merit of such lien or claim before discharging it, and the ultimate validity, invalidity or merit of such lien or claim shall have no effect on Permittee's obligation to pay County's costs and expenses of discharging the same. The provisions of this Section shall survive the termination of this Agreement.

## 20. INDEMNIFICATION; DEFENSE; COOPERATION.

- a. T20 USA shall be responsible for and shall indemnify and hold harmless the County and its officers, employees, agents, volunteers and representatives (collectively, 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 T20 USA with respect to any and all claims arising from this agreement or the EVENT, 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.
- b. The T20 USA, shall, at the County 's demand and at the County 's direction, promptly and diligently defend, at the T20 USA's, own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and T20 USA, shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and T20 USA, shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by T20 USA.
- c. **Intellectual Property Indemnity.**
  - i. Upon notification of a claim against County alleging any contract deliverable infringes a copyright, patent or trade secret of any third party, if and to the extent that T20 USA did not obtain County's prior approval, or otherwise violated the terms of Section 9 of this Agreement, T20 USA, will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. If any deliverable is, or in County's opinion is likely to be, held to be infringing, T20 USA shall at its expense and option either: (a) procure the right for County or T20 USA to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the deliverable and refund to County the fees paid for such deliverable.
  - ii. Upon notification of a claim against T20 USA alleging any contract deliverable infringes a copyright, patent or trade secret of any third party, if and to the extent that County did not obtain T20 USA's prior approval, or otherwise violated the terms of Section 9 of this Agreement, County will defend such claim at its expense and will pay any costs or damages that may be finally awarded against T20 USA. If any deliverable is, or in T20 USA's opinion likely to be, held to be infringing, County shall at its expense and option either: (a) procure the right for County or T20 USA to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the deliverable and refund to T20 USA the fees paid for such deliverable.
- d. Nothing contained in Section 20.a. and Section 20.b above shall require T20 USA to indemnify or defend any Indemnified Parties in connection with any Losses caused by or resulting from the acts or omissions of any Indemnified Parties.
- e. Nothing contained in this Agreement shall render T20 USA liable to the County, and in no event shall T20 USA be liable to County for any lost profit, loss of business or for special or indirect or consequential damages.
- f. The provisions of this Section shall survive the termination of this Agreement.

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

22. **NOTICES.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, (d) to the County Attorney's Office, attention: Transactions Bureau Chief, at the address specified above for the County, and (e)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an applicable Deputy County Executive ("DCE"), to the attention of the applicable DCE (whose name the Permittee shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Permittee, to the attention of the person who executed this Agreement on behalf of the Permittee at the address specified above for the Permittee, with a copy being concurrently given to Greenberg Traurig, LLP, 900 Stewart Avenue, 5<sup>th</sup> Floor, Garden City, New York 11530, Attention Dan Baker, Esq., or in each case to such other persons or addresses as shall be designated by written notice.

23. **COMPLIANCE WITH LAWS.**

- a. Permittee and County, at their sole cost and expense, shall at all times during the Term and any use of the Site beyond the Term, comply with (i) all applicable laws, codes, ordinances and regulations of federal, state, County and municipal authorities and any other governmental entity with jurisdiction, including, without limitation, conflicts of interest, human rights, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement (collectively, "Applicable Law"), (ii) all permits, licenses and approvals issued by governmental authorities relating to the Event (regardless of what name the permits are issued in), and (iii) all applicable requirements of all insurance carriers who hold any risk with respect to the Sites. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of Appendix EE attached hereto, if applicable, and with the County's vendor registration protocol. Permittee shall not use the Sites for any purpose or in any manner that violates Applicable Law.
- b. **Apprenticeship Training Program:** T20 USA shall submit, as part of Agreement, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of construction work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of



this Contract shall include, but are not limited to the following: Laborers, Operating Engineers, Arborists, or any other trade appropriate for the type of construction work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law.

- i. No Apprenticeship Training Program shall be required for the operational aspects of this Agreement, namely: food service, ushers, security, maintenance workers, etc.
- c. In the Event the improvements cover an area greater than an acre of land T20 USA may need to obtain New York State storm water approvals and permits.

**24. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a Use and Occupancy Permit under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**25. 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.

**26. 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:

- a. Permittee shall comply with the applicable requirements of the Living Wage Law, as amended.
- b. 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. 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.
- c. 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, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

27. **VENDOR CODE OF ETHICS.** By executing this Agreement, the Permittee hereby certifies and covenants that:

- a. The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- b. All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- d. The Permittee will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- e. The Permittee will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Permittee is required to retain other records pertinent to performance under this Agreement;
- f. The Permittee has obtained the certifications required by the Vendor Code of Ethics from any Sub-Permittees or other lower tier participants who have participated in procurements for work performed under this Agreement; and
- g. The Permittee shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
- h. Minimum Service Standards. Regardless of whether required by Law:
- i. The Permittee shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- j. The Permittee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Permittee operates.
- k. The Permittee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

28. **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor 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 Contractor 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 Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

29. **SUCCESSORS AND ASSIGNS.** The covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and Permittee and their respective permitted successors and assigns.
30. **ASSIGNMENT; AMENDMENT; WAIVER; SUBCONTRACTING.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive of Nassau County or his or her designee and the Supervisor of the Town, or his or her designee; and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
31. **ENTIRE AGREEMENT.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
32. **EXECUTORY CLAUSE.** Notwithstanding any other provision of this Agreement, no Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive, or his or her designee.
33. **COUNTERPART EXECUTION.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, electronic mail or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature hereunder delivered by facsimile or electronic transmission, such as by e-mail or delivered in PDF format, shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party and any copy of this Agreement bearing a facsimile signature shall be as effective and enforceable as if in original form and bearing original signatures.
34. **ACCOUNTING PROCEDURES AND RECORDS.** The Permittee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to

performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Permittee is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed on their  
behaves by their duly-authorized representatives as of the dates hereinafter set forth.

T20 WORLD CUP USA INC.  
as Grantee of the International Cricket Council  
("T20 USA")

By: Justin Rogers

Name: Justin Rogers

Title: CEO - T20 World Cup USA Inc.

Date: 10/3/2023

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_, County Executive  
(or) \_\_\_\_\_, Chief Deputy County Executive  
(or) \_\_\_\_\_, Deputy County Executive


Date: \_\_\_\_\_



STATE OF ~~NEW YORK~~ <sup>Colorado</sup> ) ss.:  
COUNTY OF ~~NASSAU~~ <sup>El Paso</sup>

On the 3<sup>rd</sup> day of October in the year 2023 before me personally came Justin Rogers to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of El Paso; that he or she is the CEO of T2C Worldcup USA 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.

**RETTLAND J DVORAK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20234022936**  
**MY COMMISSION EXPIRES 06/16/2027**

  
NOTARY PUBLIC

STATE OF NEW YORK)  
                                  )ss.:  
\_\_\_\_\_) ss.: \_\_\_\_\_

COUNTY OF NASSAU)

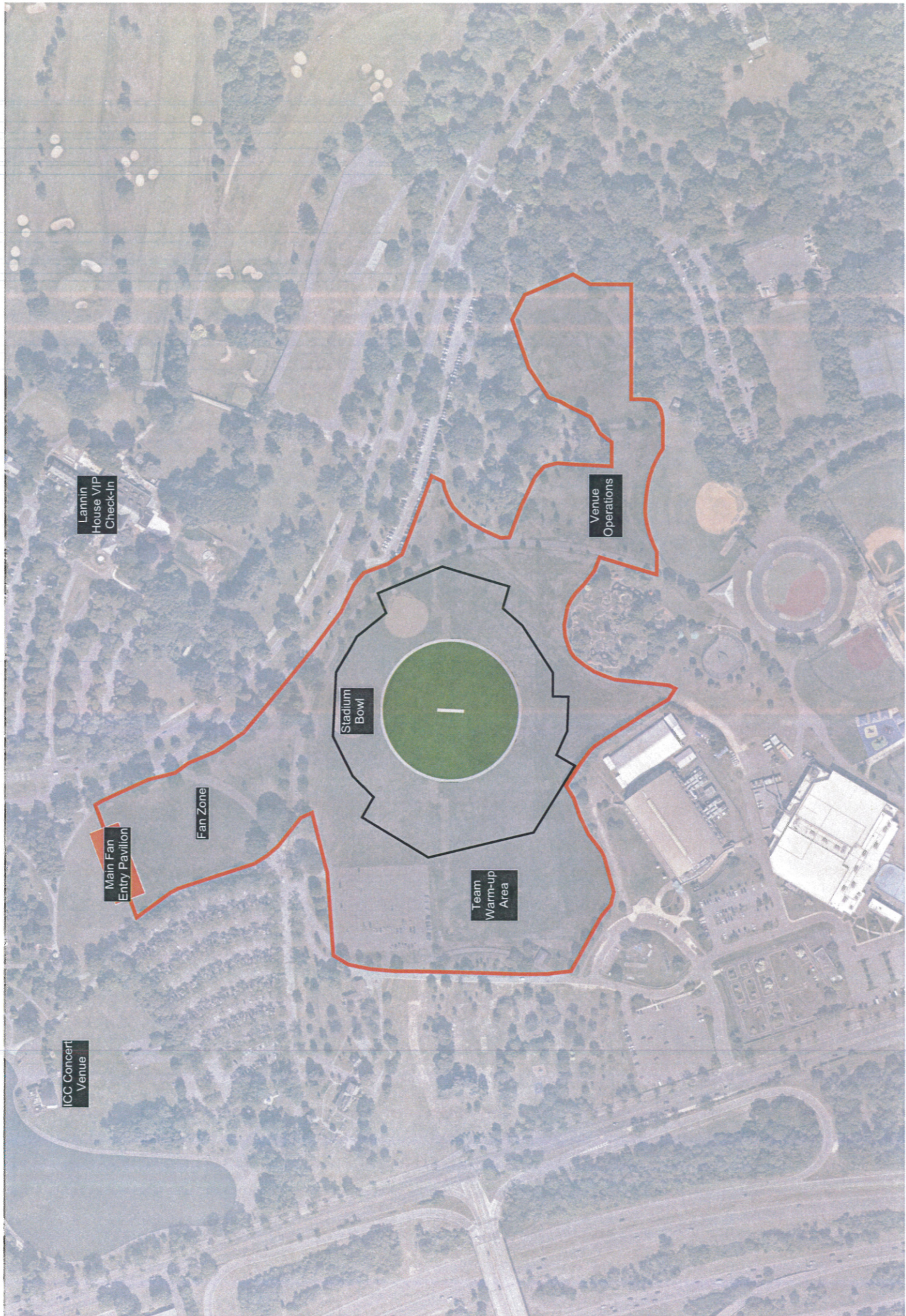
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of T20 WORLD CUP USA INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

SITE PLANS





Lannin  
House VIP  
Check-In

Venue  
Operations

Stadium  
Bowl

Main Fan  
Entry Pavilion

Fan Zone

Team  
Warm-up  
Area

ICC Concert  
Venue



**EXHIBIT B**  
ORDINANCE NO. 265- 1970

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS RELATING TO THE USE OF COUNTY PARKS, PLAYGROUNDS, ATHLETIC FIELDS AND RECREATIONAL FACILITIES; PURSUANT TO THE COUNTY GOVERNMENT' LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF NASSAU, AS FOLLOWS:

**Section 1.** There are hereby established rules and regulations relating to the use of County parks, playgrounds, athletic fields and recreational facilities.

**Section 2.** Definitions. Unless otherwise expressly stated, whenever used in this ordinance, the following terms shall respectively mean and include each of the meanings as set forth below:

- a. "Commissioner" shall mean the Commissioner of Parks, Recreation and Museums of the County of Nassau, as established in section 2164 of the County Government Law of Nassau County. (Amended by Ordinance No. 195-1971; and again, amended by Ordinance No. 73-2004).
- b. "Park" shall mean all parks, playgrounds, athletic fields, golf courses, swimming pools, beaches, all other recreational facilities, museums, nature preserves, arboretums, lands under water, docks, roads, and entrances and approaches to parks or parts thereof.
- c. "Permit" shall mean any written authorization issued by or under the authority of the Commissioner for a specified park privilege or to permit the performance of a specified act or acts in any park.
- d. "Go -ped" shall mean a skateboard or scooter with a motor attached and a handlebar for a standing rider.
- e. "Motorcycle" shall mean a motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.
- f. "Pocket bike" shall mean a motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, having an engine no larger than 49 cubic centimeters and with a total vehicle weight of not more than 100 pounds.
- g. "Off- highway motorcycle" shall mean a motorcycle which is not equipped in conformity with the provisions of section three hundred eighty -one of the New York State Vehicle and Traffic Law, would not, if properly equipped, qualify as a limited use motorcycle, and

which is manufactured and sold for operation primarily on off - highway trails or in off - highway competitions and only incidentally operated on public highways.

(Amended by Ordinance No. 77-2005).

### **Section 3. Construction and Scope.**

a. Construction. The provisions of this ordinance shall be construed as follows:

1. Any term in the singular shall include the plural.
2. Any term in the masculine shall include the feminine and the neuter.
3. The prohibition of any act by this ordinance shall be deemed to include the prohibition against the aiding or abetting, directly or indirectly, of such act.
4. The provisions of this ordinance shall not apply to any act necessarily performed by any officer or employee of the Nassau County Department of Recreation and Parks, in line of duty or work as such, or by any person, his agents or employees, in the proper and necessary execution of the terms of any agreement with the County of Nassau. (Amended by Ordinance No. 195-1971).
5. These rules and regulations are intended to supplement all municipal, state and federal laws and ordinances.

b. Territorial Scope. All rules and regulations promulgated herein shall be effective within and upon all County park property and shall regulate the use thereof by all, persons.

### **Section 4. General Regulations.**

a. Park Hours. All parks shall be deemed officially closed to the public between sunset and sunrise except where otherwise designated by the Commissioner.

b. Park admittance. Except as otherwise specified the use and enjoyment of the parks shall be available only to Nassau County residents and their guests. No private vehicle, or person, shall enter upon park grounds, unless an occupant of said vehicle, or such person is the holder of a Nassau County photo identification pass ("leisure pass "), duly issued by the Commissioner of Recreation and Parks. Such photo identification pass shall be issued only to Nassau County residents. A private vehicle owned by a guest of a Nassau County resident will be admitted if such resident is an occupant of such vehicle and is the holder of a Nassau County photo identification pass. Guests of County residents entering on foot, will be admitted if accompanied by a Nassau County resident who is a holder of the photo identification pass. (Amended by Ordinance No. 122-173).

c. (i) Permits, General Provisions. A permit to do any act shall authorize the same only insofar as it may be performed in strict accordance with the written terms and conditions thereof. The violation of any term or condition of the permit or of any law, ordinance, rule or regulation by the permittee or his agents or employees, shall constitute ground for revocation of the permit by the Commissioner or his or her authorized representative, whose action therein shall be final. In case of revocation of any permit, all moneys paid for or on account thereof shall, at the option of the

Commissioner, be forfeited to and retained by the County; and the permittee, together with his or her agents and employees who violated such terms and conditions, shall be jointly and severally liable to the County of Nassau for any damages and loss suffered by it in excess of money so forfeited and retained; but neither such forfeiture and retention by the County of the whole or any part of such moneys, nor the recovery or collection of such damages or both, shall in any manner relieve such person or persons from liability for punishment for any violation of any law or ordinance of the County or rule or regulation of the Commissioner.

c. (ii) Use and Occupation Permits. The Commissioner is hereby authorized to establish procedures governing the administration of County parks, including but not limited to procedures for the issuance of permits for the use and occupation of such parks. Such procedures shall take into account the continuing accessibility of park facilities to the public, the laws governing appropriate use of parklands, the maintenance of park grounds and the need and availability of supervision for recreational activities in order to provide for the safety of persons using the park and to protect park property. Such procedures shall also provide for fair and equitable means of allocating permits in situations where demand for use permits may exceed capacity and a procedure for appealing denials of permits. The procedures established by the Commissioner with respect to the issuance of revenue producing permits for the use and occupation of park property shall comply with the provisions of subparagraphs (aa), and ( bb) of this paragraph. For the purposes of this paragraph, the term " revenue producing use and occupation permit" shall mean a permit that requires payment by the permittee over and above, or in lieu of, the cost to the County or the scheduled fees for use of the park facilities covered by the permit:

(aa) Where practicable, given the nature and extent of the proposed use of park property, the timeframes involved in providing a service and other pertinent factors, including but not limited to the uniqueness of the proposed use, The Commissioner shall use competitive procedures for solicitation and issuance of revenue producing use and occupation permits. Such procedures may involve, as appropriate, the issuance of a formal request for proposals or a less formal process designed to provide fair opportunity for potential users to submit proposals and to maximize the interests of the County. If the Commissioner uses a less formal process with respect to the issuance of revenue producing permits subject to the provisions of subparagraph (bb) of this paragraph, he or she shall provide written notice to the Rules Committee describing the procedure used and the reasons a more formal procedure was not used.

(bb) No revenue producing permit for the use and occupation of parkland or park facilities shall take effect unless such permit has been approved by the Rules Committee of the Nassau County Legislature where such permit would i) provide for payment by the permittee of more than twenty-five thousand dollars or where such permit would result in an aggregate amount of payments for permits issued to the permittee exceeding twenty-five thousand dollars in any calendar year; or (ii) provide for a term of more than one year; or (iii) provide for payment to the County by the permittee of a percentage of the moneys earned by the permittee from the use of the permit.

(cc) Notwithstanding the provisions of subparagraph (bb) of this paragraph, the Commissioner shall, no later than December of each year, file with the Clerk of the

Legislature a listing of all revenue producing permits issued during the preceding year for referral to the planning, development and economic committee for review.

(Amended by Ordinance No. 73-2004).

d. Meetings, Exhibits, Parades, etc.

1. No person shall erect any structure, stage any performance or conduct any race, athletic contest, parade, hold any meeting, make any speech or oration, in any park or upon any park street, except by permit.
2. The Commissioner or his authorized representative may, in his discretion, issue such permit upon application when he deems it consistent with the proper use and protection of the park property described herein.

e. Picnics and outings. Persons or organizations sponsoring picnics or outings shall obtain permits therefor prior to entering any park.

f. Peddling, Sales, Photographs. No person shall exhibit, sell or offer for sale or hire any object, merchandise or service except pursuant to a permit issued by the Commissioner. No photographs shall be taken for advertising, commercial or publicity purposes except pursuant to a permit.

g. Camping. No person shall tent or camp or erect or maintain a shelter in any park except pursuant to a permit.

h. Boating.

1. No boat may land on park shore, docks, channels or boat basins except at designated locations and in accordance with directions.
2. Any vessel which becomes a menace to navigation on park property shall be removed by the owner within twenty-four hours; or may be removed by Nassau County personnel or their designee at the expense of the owner and without liability for any damage which may result from such removal.
3. No person shall operate any boat in violation of any existing state or local laws and ordinances. Boats shall be operated in a careful and prudent manner, at a rate of speed so as not to disturb the reasonable comfort or endanger the safety of any person or property.

i. Protection of Plant and Animal Life. No person shall remove, destroy, deface or disturb any plant or throw missiles at, injure, kill, hunt or trap any animal within any park.

j. Fires. No person shall kindle, build or maintain a fire except in a suitable fireplace or barbecue grill provided for such purpose. When permitted, a fire shall be continuously under the care and direction of a competent person. No person shall discard any lighted match, cigar or cigarette within any park.

k. Fishing. No person shall fish except in areas designated for that purpose.

l. Bathing. No person shall wade or swim in any park waters except at such times and such places as are designated for such purposes. No person shall dress or undress in any park except in such bathhouses as may be maintained for that purpose.

m. Skating, Coasting, Bicycling. No person shall skate or walk on ice or sled, snowshoe, ski or use other vehicles on wheels or runners except at such times and places as may be designated by the Commissioner.

n. Kite Flying, Model Boating, Flying. No person shall engage in flying model airplanes or kites or manipulating rockets, model boats or model cars except at times and places as may be designated by the Commissioner.

o. No person shall, in any park or park street, throw, catch, kick or strike any baseball, golf ball, tennis ball, football, basketball or other object, nor shall any person engage in any sport, game or competition, except in places designated therefor and pursuant to rules set forth by the Commissioner governing the use of equipment and playgrounds in the parks.

p. Go -peds, pocket bikes, and off - highway motorcycles prohibited. No person shall operate, ride on, or use or control the operation of a go -ped, pocket bike, or off - highway motorcycle in or on any park, as defined in section 2 of this Ordinance. (Amended by Ordinance No. 77-2005).

#### **Section 5. Prohibited uses.**

##### **a. Littering, Refuse and Pollution.**

1. No person shall cause refuse of any sort to be left or deposited in any park or park waters. Those materials which become refuse consequential to use within the park must be placed in the receptacles provided for refuse or removed by the user when leaving any park.

2. No person shall cause any substance or gas to enter any drain, sewer, or receiving basin leading into any park, which would tend to choke or impair the system, or which may result in the pollution of park waters. No person shall cause the release of liquid waste materials from boats in park waters.

b. Property. No person shall injure, deface, alter, remove or destroy any property or equipment owned by the County of Nassau.

c. Advertising. No person shall distribute any signs, banners or literature or present any visible or audible representation in any park without permission of the Commissioner.

##### **d. Prohibited Conduct. No person shall, in any park or street:**

1. disobey or disregard any directions of a police officer, park employee, sign, rule or regulation posted on the grounds or buildings;
2. use threatening, abusive or insulting language;
3. do any obscene or indecent act, as defined by the Penal Law of the State of New York;
4. throw stones or other objects not intrinsic to a sport;



5. solicit alms, subscriptions or contributions for any purpose;
6. interfere with, encumber or obstruct passage in any part of a park or park street;
7. climb or lie upon any wall, fence or other structure;
8. enter or leave any park except at established entranceways or exits and at established times; or
9. attempt to use or gain admittance to the facilities in any park for which a charge is made without paying the established fee.

e. Gambling. No person shall play any game of chance or bring into any park or use, play, sell or have in his possession any implement or device used for gambling purposes.

f. Firearms, Weapons, Explosives. No person shall bring or have in his possession any firearm, weapon, explosive or properties having such character into any park except where specifically permitted.

g. Aviation. No person shall voluntarily land any airborne vehicle, object or apparatus in any park except with the permission of the Commissioner.

h. Alcoholic Beverages. No person shall bring beer, ale or other alcoholic beverages into any park or area of a park where such is specifically prohibited by the Commissioner,

i. Loitering. No person shall loiter or remain in any park or park area after the designated closing time of the park or specific area.

j. Animals. No person shall bring any animal into a park unless specifically permitted by the Commissioner.

k. Encroachment. No person shall erect, construct, or place, leave or maintain any building, structure, fence, wall, trash bin, dumpster or storage bin, post, pole, wire, pipe, conduit, sign, blockade, banner, seat, bench, table or other furniture, or other physical encroachment or obstruction in, over or upon any park, as defined in section 2 of this Ordinance, without first obtaining a permit therefore from the Commissioner. (Amended by Ordinance No. 77-2005).

## **Section 6. Traffic.**

a. Traffic Control. All persons shall comply with the directions of police officers and park employees in parking areas. Parking shall be in designated areas only.

b. Restrictions on Vehicles.

1. Commercial Vehicles. Vehicles, such as trucks and trailers constructed for or engaged in the carrying of merchandise, are prohibited from entering any park except to make necessary deliveries or pickups. Vehicles carrying any name, insignia or sign for business or advertising purposes with letters or numbers more than two inches in height are prohibited in any park except as provided above.

2. Omnibuses. No person shall drive or operate within any park any omnibus adapted for more than nine passengers except as specified under a permit.

c. Soliciting Passengers. No person shall solicit passengers for any vehicle in any park.

d. Hitchhiking. No person shall attempt to stop any vehicle in any park for the purpose of soliciting a ride, except in case of emergency.

e. Restricted Areas. No person shall operate a vehicle in any park within or upon any work road or improved roadway, or in any other area not designated for such use by the public, except County personnel in the discharge of their responsibilities.

f. Driving Instructions. Instruction in operating automobiles or motorcycles is prohibited in all parks at all times.

g. Obstructing Traffic. No person shall cause or permit any obstruction of traffic by vehicle or otherwise in any park. No person shall remove or replace a flat tire in any park unless the vehicle is completely off the roadway so that no part of the vehicle or person is within the path of passing vehicles.

h. Towing. No person shall cause or permit a vehicle to be towed or pushed by another vehicle in any park, except that in the Event of a breakdown, a disabled vehicle may be towed or pushed to the nearest exit.

i Projecting Articles. No person shall operate or drive a vehicle in any park with any person or object projecting therefrom or hanging outside thereof, except in the case of sporting equipment which may be securely fastened to a rack for that purpose; and in no case shall such equipment project more than twelve inches from the vehicle.

j. Removal of Vehicles. All stalled or disabled vehicles must be removed from the paved roadways in parks. If not removed by the owners, they may be removed by park employees or licensed tow operators designated by the Commissioner at the expense of the owners. Neither the County nor such licensed tow operators shall be liable for damages which may result from such removal. No disabled vehicle shall be permitted to remain in a park for a period longer than four hours.

k. No visitor in any park may grease, lubricate or make any repairs to any vehicle except those of a minor nature in cases of emergency.

l. Parking:

1. No person shall park or abandon a vehicle on any snow emergency route.
2. When official signs have been posted prohibiting, restricting or limiting the stopping, standing or parking of vehicles on any roadways or areas, no person shall stop, stand or park any vehicle in violation of the restrictions stated on such signs.
3. No person shall stop, stand or park a vehicle: a. In a front of a driveway, b. On the roadway side of any vehicle, stopped, standing or parked at the edge or curb of a street.

4. No person shall stop, stand or park a vehicle within fifteen feet of a fire hydrant except when such vehicle is attended by a licensed operator or chauffeur who is seated in the front seat and who can immediately move such vehicle in case of emergency, unless a different distance is indicated by official signs or markings.

(Amended by Ordinance No. 179-1974).

m) Additional Parking Regulations:

Stopping, standing or parking in specified places.

a) Except when necessary to avoid conflict with other traffic, or when in compliance with or at the directions of a police officer, security officer or official traffic control device, no person shall:

1. Stop, stand or park a vehicle:

- a. On a sidewalk:
- b. On a crosswalk:
- c. In the area between roadways of a divided highway, including crossovers, except in an emergency.
- d. On is playground, athletic field, golf course, picnic area or a beach area.

(Amended by Ordinance No. 179-1974).

o. No use and occupancy permit shall be granted to any individual or business for the operation of a day camp at any County park, This section shall not apply to nature preserves. This section shall not apply to not - for - profit entities. (Amended by Ordinance No. 21-2010).

**Section 7. Penalties.**

Any person or persons, associations or corporations committing an offense against this ordinance or any section or provision herein shall be subject to a fine not exceeding \$500 or imprisonment for a period not exceeding fifteen days for each offense, or by both such fine and imprisonment, except that any person or persons, associations or corporations committing an offense against subdivision a of section 5 of this ordinance shall be subject to a fine not exceeding \$1000 or imprisonment for a period not exceeding fifteen days for each offense, or by both such fine and imprisonment.

(Amended by Ordinance No. 77-2005).

**Section 8.** This ordinance shall take effect immediately except that Section 7 shall take effect August 1, 1970.

**Exhibit “C”**  
**Insurance Requirements**

The Permittee (sometimes referred to as “Contractor”) pursuant to the Agreement with the County (sometimes referred to as “Owner”) shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL)
  - a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$25,000,000 each occurrence and \$25,000,000 Annual Aggregate. Umbrella/Excess Liability can be used to satisfy limit requirement.
  - b. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - c. CGL coverage shall be written on the most current ISO Occurrence form CO 00 01 ( 04 13) or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
  - d. Owner shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CO 20 10 (12 19) & CO 20 37 (12 19), or endorsements providing equivalent or broader coverage to the additional insureds. The coverage provided to the additional insureds under the policy issued to the Contractor shall be at least as broad as the coverage provided to the Architect/Engineer/Consultant under the policy. Coverage for the additional insureds shall apply as Primary and Non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
  - e. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and all additional insureds for at least 3 years after completion of the Work.
  - f. CGL coverage shall not contain a “New York/5 Borough” exclusion.
  - g. CGL shall not contain a height restriction of any kind.
  - h. CGL shall not contain a 'third party over' or employee injury-related exclusion of any kind.
  - i. CGL shall carry an A.M Best rating of A-7 or better with a NYS licensed/ authorized CGL carrier or a non-admitted carrier of adequate financial strength
  - j. CGL shall not contain a contractual liability exclusion
  - k. CGL shall not contain any exclusions for work done within 50 feet of a Railroad, Light Rail, Subway or similar tracked conveyance; endorsement# CG2417(1001) “Contractual Liability - Railroads” to be provided (if applicable)
  - l. CGL shall not contain any “residential exclusion” (if applicable).
- 2) Automobile Liability
  - a. Business Auto Liability with limits of at least \$25,000,000 each accident. Umbrella/Excess liability can be used to satisfy this requirement.
  - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
  - c. Owner shall be included as additional insureds on the auto policy.

- 3) Commercial Umbrella
  - a. Umbrella limits must be at least \$25,000,000 each occurrence. This requirement is inclusive of the limits stated in this Exhibit C, Section 1) a.
  - b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - c. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employer Liability coverages maintained by the General contractor.
  - d. Umbrella limits are to apply on a per project basis and are to apply excess over the CGL/ Auto and Employers Liability.
- 4) Workers Compensation and Employers Liability
  - a. Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - b. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
  - c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) Contractors Pollution Liability (CPL), if applicable
  - a. CPL minimum limits in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage
  - b. If the policy is written on an occurrence form, it must remain in effect until Acceptance of the Work, and must remain in place to the earlier of a period of no less than seven (7) years following completion of the Work.
  - c. If the policy is written on a claims-made basis, it must include an Extended Reporting provision providing that coverage is maintained for a period of no less than three (3) years after completion of the Work.
  - d. Coverage for bodily injury and property damage to third parties.
  - e. Coverage for natural resource damages.
  - f. Coverage for environmental cleanup including restoration or replacement costs.
  - g. Coverage for defense of suits or claims.
  - h. Coverage for transportation of waste material away from the Project site.
  - i. Coverage for disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used for disposal of waste.
  - j. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
  - k. Severability of Interest/Separation of Insureds.
  - l. Indemnites as defined below, shall be named as an Additional Insured on a primary and non-contributory basis.
  - m. No exclusions for any of the following:
    - i. liabilities assumed under an insured contract;
    - ii. lead, silica, or asbestos;
    - iii. underground storage tanks;

- iv. insured versus insured exclusion that restricts coverage to any indemnified party.
  - n. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 6) Professional Liability, if applicable
- a. Minimum limits in the amount of at least \$2,000,000 per claim/aggregate.
  - b. The policy shall be effective from the date of commencement of all professional activities in connection with the Work until Five (5) years following completion of the Work.
  - c. Contractual Liability coverage included for liability that would have attached in the absence of the contract or agreement. No provision that would limit, restrict or exclude coverage for the reimbursement of reasonable defense costs incurred by any indemnities for a claim otherwise covered under the policy.
  - d. No exclusions for delays in project completion and cost overruns.
  - e. Insuring agreement to read: "to pay on behalf of", in lieu of "to indemnify".
  - f. Policy shall include a provision that written notice to the carrier during the policy period of a circumstance that could result in a claim preserves coverage for a claim subsequently arising from the circumstance.
- 7) Contractor Requirements
- a. The Contractor may engage general contractors and subcontractors and require reasonable and customary insurance covers with minimum CGL limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Umbrella/Excess Liability can be used to satisfy limit requirement. The Contractor and subcontractor shall submit satisfactory evidence to that effect to the Owner.
  - b. Each such insurance policy, except the Worker's Compensation Policy and Professional Liability Policy, shall include the Owner and Contractor as additional insured.
  - c. Contractor is responsible for maintenance and insurance coverage for all of their subcontractor's equipment and tools.

#### **Waiver of Subrogation**

Contractor waives all rights against Owner, General Contractor, Construction Manager and Architect and their agents, officers, directors and employees for recovery of damages under their commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. Attached to each certificate of insurance shall be a copy of the Additional insured Endorsement and a copy of the Primary and Non-contributory, Waiver of Subrogation, Notice of Cancellation endorsements that are part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner with the exception of 10 days cancellation for non-payment of premium. A copy of the entire Commercial General Liability policy shall be provided to the Owner upon request.

Certificate Holder & Additional Insured:

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Additional Insureds:

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Initial: \_\_\_\_\_



**Exhibit "D"**  
**Project Labor Agreement - - Letter of Assent**

Dear \_\_\_\_\_:  
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the \_\_\_\_\_, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as \_\_\_\_\_ and located at \_\_\_\_\_ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this PLA to this project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor or subcontractor)

\_\_\_\_\_  
(Name of CM; GC; Contractor or  
Higher Level Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)

Contractor's State License # \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

# Exhibit E

Master PLA

# **Project Labor Agreement**

**BETWEEN**

**NASSAU COUNTY, NY**

**and the**

**NASSAU SUFFOLK BUILDING AND CONSTRUCTION TRADES  
COUNCIL AND ITS AFFILIATED LOCAL UNIONS**

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This is a Project Labor Agreement between Nassau County and the Nassau Suffolk Building and Construction Trades Council and its affiliated local unions, dated February 2011, for the use on projects being undertaken by Nassau County (the "County").

## **RECITALS**

Pursuant to County Executive Order No. 1-1994, dated February 11, 1994 (herein after "the Executive Order"), all County Departments, Boards, Agencies and Commissions were directed to consider, examine, and determine, with respect to all major construction projects under their respective jurisdictions, whether the use of a PLA would benefit and enhance the interests of the County in the timely and efficient completion of the projects.

As construction of new buildings, facilities and plant or renovation of existing buildings, facilities and plant are a significant undertaking for the County, the County desires that their Projects are constructed to the highest standards, in a timely fashion, and without impacts and delays arising out of labor disputes.

The County has utilized PLAs on many of their significant projects constructed over the last 20 years and has found in all cases that the Cost, Time and Quality performance of the project was enhanced through the use of a PLA.

For each project to be constructed under the guidelines of this PLA, a project specific Addendum to this Agreement must be approved by Nassau County and the Nassau Suffolk Building and Construction Trades Council on behalf of itself and its affiliated Local Unions. Each project-specific addendum is to outline and include the following:

- A. The Name of the Construction Manager or Consultant who performed the Feasibility Analysis.
- B. The general findings of the Feasibility Analysis used as the basis of the recommendation to utilize a PLA on the project.
- C. The name of the Construction Manager or Consultant who will be the County's designated PLA Administrator for the specific project.
- D. Any and all adjustments to the PLA for implementation on the specific project.
- E. A description of the project being undertaken by the County, which must include a description of "Covered Work", as elsewhere defined in this Agreement.
- F. A determination whether the project is subject to Wicks Law, and if so, whether the project will be constructed utilizing a Single Prime Contractor or Multiple Prime contractors, as permissible.
- G. Anticipated project Schedule and Milestones
- H. Project Location
- I. Project Architect and/or Engineers
- J. Project Specific Letter of Assent

Included with this Agreement is Addendum 001 – The Project Specific Addition of the Restoration of the Nassau County Aquatic Center Project to the PLA, for approval by the County and the Council.

The County has determined that the Nassau Suffolk Building and Construction Trades Council (the Council) is the appropriate representative of labor in the Nassau County area for

purposes of construction projects. First, the trade unions affiliated with the Council include all of the skilled trades required for the construction of County projects. No other collective of unions in the Nassau County area is similarly constituted. Second, the Council has the ability, in connection with its constituent trade unions, to make the numerous and important concessions required by the County for the projects. Third, the Council acting with approval of its constituent unions has the ability to ensure labor peace at the projects, by agreeing not to engage in otherwise protected concerted conduct with respect to the projects.

The County has approved the PLA set forth below, and has directed that it be included in the Contract Documents for specific projects which will be added by addendum, with the stipulation that all successful bidders, and all levels of subcontractors together with their respective sureties, shall abide by the Agreement with respect to the performance of all work on the projects and that any failure to comply with the Agreement fully shall be considered a material breach of the Contractor's (as elsewhere defined) agreement for the respective project with the County, justifying, among other remedies, immediate termination of the Contractor and demand upon its surety.

NOW, THEREFORE, based on the Recitals set forth above, the County and the Council submits this Agreement for approval by all parties.

## **AGREEMENT**

### **ARTICLE I.**

#### **SECTION 1 - PARTIES TO THE AGREEMENT**

This Agreement is by and among Nassau County, the Nassau Suffolk Building and Construction Trades Council, acting for itself, the signatory local unions, acting for themselves and their members, and all contractors, and their subcontractors of every tier, performing work covered by this Agreement on a specific project added by addendum to the Agreement. The County will designate a PLA Administrator on behalf of, and with full authority of, the County for the performance of tasks under this agreement for which the County is responsible. The Agreement may be amended with the mutual consent of the County and the Nassau Suffolk Building and Construction Trades Council acting for itself and the signatory local unions.

### **ARTICLE II.**

#### **SECTION 1 – DEFINITIONS**

A local union signing this Agreement is referred to in this Agreement as a "Signatory Union". Similarly, a contractor signing a contract with the County incorporating this agreement including all of its subcontractors of every tier, engaged in Project construction work, as defined in Article III of this Agreement, is referred to in this Agreement as a "Contractor." Each "Project" shall be a project added by addendum to this PLA, and further defined in the agreement between the County and Contractor/s. Work covered by this Agreement is defined in Article III and is referred to in this Agreement as "Covered Work."

## **SECTION 2 - CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met:

- (i) the Agreement is signed by the Council, having received authorization from its parent organization, the AFL-CIO Building Trades Department;
- (ii) the Agreement is signed by each involved local union representing craft employees potentially needed for the Project;
- (iii) the Agreement is approved by the County and the County Attorney.
- (iv) each signatory to this Agreement represents that it possesses the legal capacity to enter into this Agreement and to perform fully the obligations imposed upon it by this Agreement; and
- (v) the Agreement is signed by the County.
- (vi) A Project-Specific Addendum is approved by the Council and the County for each project on which this agreement is implemented

## **SECTION 3 - ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall bind all Signatory Unions and all Contractors performing construction work at the Project, including site preparation work, which comprises Covered Work as defined in Article III. Further, the Contractors shall require, in all subcontracts pertaining to Covered Work, that the subcontractor of whatever tier also become bound by this Agreement, as though signatory thereto. This Agreement shall also be binding upon any contractor subsequently engaged by any surety pursuant to the terms of any applicable Performance Bond to complete any portion of the Covered Work as a result of the default, termination or other failure or inability of the original contractor to complete the Covered Work. The Contractor(s) and all subcontractors shall execute a Letter of Assent, in a form similar to that annexed hereto as Exhibit "A".

The PLA Administrator is a professional services provider engaged by the County as an agency Construction Manager and will not be performing any portion of the Covered Work with either direct labor forces or subcontractors, except as provided elsewhere in this Agreement (see Article III, Section 3). The County's CM or designated Consultant will administer the Project Labor Agreement on the behalf of, and with full authority of, Nassau County. The PLA Administrator will also provide a contact person who will be the project communication contact for all parties of this agreement. The County will direct the CM or Consultant under the terms of their agreement with the County to perform the responsibilities of PLA Administrator in accordance with the above. The PLA Administrator will be designated within the project specific Addendum adding a project to the terms and conditions of this PLA Agreement.

## **SECTION 4 - SUPREMACY CLAUSE**

This Agreement is part of the Contract Documents for the Project defined in Section 1 (Definitions) of the County Contract Agreement and General Conditions. This Agreement, all other parts of the Contract Documents, and the local collective bargaining agreements referenced in Appendix "A" to this Agreement (collectively, the Appendix A Agreements), express the complete understanding of all signatories with respect to this Project. In the event of any conflict between provisions of this Agreement and applicable Appendix "A" Agreements

and/or other provisions of the Contract Documents, the provisions of this Agreement shall prevail. It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area or local Collective Bargaining Agreements. To the extent applicable to any project work, the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors Agreements, and provided that a contractor performing project work and an affiliate of the Council is party to said Agreements, those Agreements shall apply, except with respect to the dispute resolution mechanisms contained in this agreement, including Article VII, Sec. 3, Articles IX and X.

## **SECTION 5 – LIABILITY**

The PLA Administrator and the County shall not be liable for any violations of this Agreement by a Contractor or a Signatory Union. The Council shall not be liable for any violations of this Agreement by any Signatory Union. Signatory Unions or Contractors shall only be liable for their own violations of this Agreement and shall not be vicariously liable for the violations of others.

## **SECTION 6 - BID SPECIFICATIONS**

Each Project's Contract Documents shall require that all successful bidders, and their subcontractors of any tier, performing Covered Work for the Project, shall be bound by this Agreement, as a condition precedent to award of the contract or the County's approval of the contractor/subcontractor in question. Nothing in this Agreement shall be construed as limiting the County's otherwise lawful exercise of its right in determining which Contractors shall be awarded contracts for the Project. Similarly, nothing in this Agreement shall be construed as limiting the County's otherwise lawful exercise of its right, at any time, to terminate, delay or suspend the work, in whole or part, on the Project.

## **SECTION 7 - AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

This Agreement will be provided to all bidders and will fully apply to all successful bidders on the Project and their subcontractors of every tier. This Agreement shall not apply to the work of any Contractor performing at any location other than the Project site, as defined in Article III, Section 1, or to any work not covered by this Agreement performed by employees of the County at the Project site, or of contractors retained by the County under existing or "annual" contracts not specifically, or exclusively, related to the Project, or the work of other employees performing work and/or services for the County, other than Covered Work. Other employees may be excluded as set forth in Article III, Section 3.

## **ARTICLE III. SCOPE OF THE AGREEMENT**

Covered Work under this Agreement shall be as defined and limited as follows:



## **SECTION 1 - THE COVERED WORK**

Covered Work shall be the construction of the Project described in the project specific Addendum and more specifically described by the Bid Documents for the subject Project.

This Agreement shall apply, during its effective period, only to the

- (i) on-site construction work at the Project; and
- (ii) off-site work on components or elements of the Project, (including delivery of those products) dedicated and fabricated specifically for the Project, but only to the extent presently provided for by prevailing practices under the applicable Appendix "A" Agreements, required to complete the physical work shown on the Drawings (Plans) and Specifications.
- (iii) In addition, with regard to furniture, fixtures and equipment ("FF&E") purchased directly by the County, and such items assembled and/or permanently attached on site after substantial completion of the Project or a portion of the Project are not covered under this section. FF & E is defined as movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building, its systems and/or utilities. That this provision for FF&E shall not be construed to exclude equipment required for the operation of any systems, machinery or utilities, plumbing and lighting fixtures; floor and/or wall finishes; built in place cabinetry, counters, or similar built-ins; and such items are within the scope of this agreement.

## **SECTION 2 - TIME LIMITATIONS**

Subject to other provisions of this Agreement, which may provide for the earlier termination of this Agreement with respect to specific Contractors, this Agreement shall terminate upon the completion and acceptance by the County of the Covered Work in its entirety, unless the County elects, in writing, to terminate all or part of the Covered Work before completion. In such case, the Agreement shall terminate immediately upon issuance, of the written statement by the County confirming the cessation of Covered Work.

## **SECTION 3 - EXCLUDED EMPLOYEES**

Notwithstanding any other provision of this Agreement, including the provisions of any Appendix "A" Agreement, the following persons and items are specifically excluded from coverage by this Agreement:

(i) Employees of the County and their consultants, including the County's PLA Administrator, the County's Architects, Engineers, Construction Managers, and the Project, Superintendents, Supervisors, and Inspectors (excluding craft and general forepersons and field craft surveyors specifically covered by a Appendix "A" Agreement), staff engineers, inspectors and testers, quality assurance personnel, mail carriers, clerks, office workers, messengers, security personnel, non-manual employees, emergency medical and first aid technicians, and other professional, engineering, administrative and management personnel, and all annual/on-call contracts administered by the County;

(ii) Equipment and machinery owned or operated by the County at the Project which is not being used to perform Covered Work;

(iii) Laboratory or specialty testing or inspections not ordinarily done by a Signatory

Union;

(iv) Non-construction technical support services contracted by the County or the Construction Manager for the Project;

(v) Employees engaged in on-site equipment or material warranty work in the employ of the equipment or material manufacturer or supplier, provided those employees work in concert with other employees from the appropriate craft or trade hired under this Agreement (provided, in cases of conflict with Article IV, Section 2, such latter provision shall apply);

(vi) Employees and entities engaged in off-site manufacture, modification, repair, maintenance alteration or deliveries to and from the job site of building equipment, materials or components (except to the extent such employees or entities are performing off-site work recognized as part of the Covered Work under Section 1 of this Article).

(vii) Employees of third parties engaged in work ancillary to the Covered Work at the Project sites, such as employees of gas, water or electric utilities, among others that may install their work to a demarcation point determined by Contract Documents; provided, further, however, that the Construction Manager may employ up to two (2) craft workers to perform Covered Work under this Agreement, in which case those workers shall be covered by this Agreement.

This Agreement shall not apply to the parents, affiliates, subsidiaries, joint enterprises or other joint or sole ventures of any Contractor or subcontractor which do not perform work at the Project, provided such other entities are not used as a device or intermediary by such Contractor or subcontractor to avoid its obligations under this Agreement. This Agreement shall not be construed to create any joint employment status between or among the County, the Construction Manager and any Contractor. This Agreement shall also not be construed to prohibit or restrict the County, or its employees, or any integral part of the County, from performing on or off-site work not forming a part of the Covered Work. No county employee shall be permitted to perform covered work as described in the Project Bid Documents.

#### **SECTION 4 – LIMITATIONS**

This Agreement by the County and the Council, shall not have any force or application, including as a collective bargaining relationship or otherwise, to any other projects or work performed by any of the signatories whether on the Project site or not. This Agreement also shall not be construed to establish or acknowledge a collective bargaining relationship between any Contractor and the Council or a Signatory Union with respect to any project or any work other than the Covered Work, which does not otherwise exist. This Agreement shall have no further force or effect on items or areas of Covered Work after the Contractor responsible for performing such items or areas is declared by the County to have achieved final completion of its scope of work under its contract, except to the extent that the Contractor is directed by the County to engage in check-out and/or warranty functions related to such items or areas pursuant to its contract with the County.

## **ARTICLE IV. UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1 - PRE-HIRE RECOGNITION**

The Council and the Signatory Unions shall be recognized by all Contractors on the Project as the sole and exclusive collective bargaining representatives of all craft employees with respect to Covered Work for the Project.

### **SECTION 2 - UNION REFERRAL**

(i) All Contractors shall employ, hire and utilize for the duration of the Project, craft employees who are referred through the job referral systems, hiring halls or related-job placement practices established by the applicable Appendix "A" Agreement. Notwithstanding this requirement, every Contractor shall have the sole right to determine (a) the number of employees required; (b) the competency of all referred employees; (c) which employees are to be laid-off, subject to the requirements of this Agreement; and (d) whether to reject any referred employees, subject to the applicable Appendix "A" Agreement.

(ii) If a Signatory Union is unable to fill any request for qualified employees within two (2) working days after the request is made by the Contractor, the Contractor may employ qualified applicants from any other available source. If a Signatory Union does not have a job referral system, the Contractor shall give the Signatory Union preference to refer applicants, subject to the non-discrimination and other provisions of this Article. The Contractor shall notify the appropriate Signatory Union of craft employees hired within its jurisdiction from any source other than referral by that Signatory Union.

(iii) The Signatory Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor. The signatories to this Agreement support the development of increased numbers of skilled construction workers to meet the need of the Project and of the industry generally. Toward that end, the Signatory Unions agree that any recognized job referral system shall give priority to qualified residents from Suffolk and Nassau Counties and their immediate vicinity, to the extent consistent with applicable law. The Signatory Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor under this Agreement.

### **SECTION 3 - NON-DISCRIMINATION**

The Signatory Unions represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. Referrals shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system, hiring hall or related job-placement practice, because of the applicant's union membership, or lack thereof.

## **SECTION 4 - MINORITY AND FEMALE REFERRALS**

If a Signatory Union either fails, or is unable, to refer qualified minority or female applicants with 48 hours in percentages equaling Protect-affirmative action goals set in the Contract Documents, the Contractor may employ qualified minority or female applicants from any other available source.

## **SECTION 5 - UNION DUES**

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Appendix "A" Agreement, as amended from time to time, but only for the period of time during which they are performing Covered Work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Signatory Union which represents the craft in which the employee is performing Covered Work. No employee shall be discriminated against at the Project because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Signatory Union as an agency shop fee.

## **SECTION 6 - CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and general forepersons, and the number of forepersons required, shall be at the discretion of the Contractors, except where such selection is otherwise provided by specific provisions of an applicable Appendix "A" Agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons.

## **SECTION 7 - HELMETS TO HARDHATS**

(i) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

(ii) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE V. UNION REPRESENTATION**

### **SECTION 1 - LOCAL UNION REPRESENTATIVE**

Each Signatory Union representing employees performing Covered Work shall be entitled to designate one (1) representative, and one (1) alternate, who shall be afforded access to the Project. Such designation shall be in writing, which shall be provided to the Construction Manager and the Contractor involved.

## **SECTION 2 – STEWARDS**

(i) Each Signatory Union shall have the right to designate a working journeyman as a Steward, lead engineer or other designee as the case may be, and an alternate (collectively, Stewards), in accordance with the practices as set forth in the applicable Appendix "A" Agreement. Each Signatory Union also shall notify the involved Contractor and the Construction Manager of the identity of the Stewards and alternate prior to their assumption of such duties. Stewards and any alternate while performing as a Steward shall not exercise any supervisory functions and shall receive the regular rate of pay for their craft classifications.

(ii) In addition to their obligation to perform the ordinary work of their craft or trade, Stewards shall know and understand the conditions and requirements of the PLA Agreement and shall be available to receive complaints or grievances and to discuss and assist in their adjustment with the Contractors appropriate supervisor. Each Steward shall be entitled to act only with respect to the employees of their trade contractor(s) and, if applicable, subcontractors of that Contractor. Contractors shall not discriminate against Stewards by reason of their proper performance of their duties under this Article.

(iii) Stewards shall have no right to determine when, and by whom, overtime shall be worked, except that Stewards may oversee the equitable distribution of overtime opportunities to all employees.

(iv) If a Steward is protected against layoff or discharge by any provisions in a Appendix "A" Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case where a Steward is discharged or disciplined for just cause, the Signatory Union shall be notified immediately by the Contractor.

## **ARTICLE VI. MANAGEMENT'S RIGHTS**

### **SECTION 1 - RESERVATION OF RIGHTS**

Except to the extent expressly limited by a specific provision of this Agreement, and subject to anything otherwise expressly provided in the Contract Documents, Contractors shall retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determining the number of employees to be hired and their requisite qualifications; the promotion, transfer, and layoff of its employees, the discipline or discharge for cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs or practices which limit or restrict productivity or efficiency of individual workers, as determined by the Contractor or the Construction Manager, and/or joint working efforts with other employees, shall be permitted or observed.

### **SECTION 2 - NO LIMITATION ON CONSTRUCTION METHODOLOGIES**

Provided there is compliance with the Contract Documents, including the Project Plans and Specifications, and applicable law, there shall be no limitation or restriction upon the Contractors' choice of means or methods for performing their work, including, regardless of



source or location, upon the use and installation of equipment, machinery, package units, precast, pre-fabricated, pre-finished, or pre-assembled materials, components of the work, tools, or other labor-saving devices, provided such means and methods are not inconsistent with industry practice and custom in Nassau and Suffolk Counties and, to the extent applicable, the provisions of the applicable Appendix "A" Agreement. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specified or unusual equipment or facilities as designated by the Contractor.

### **SECTION 3 - TEMPORARY UTILITIES**

Dedicated temporary utility coverage shall not be required during normal working hours. Standby coverage during non-working hours shall be requested from the trades based upon operating conditions and requirements. There shall be no stacking of trades on temporary services. In the event that a temporary utility system is in use on the site and is claimed by multiple trades, the claims shall be submitted to the labor Management Committee for mediation. Absent a resolution, the claims will be resolved in accordance with the provisions for the resolution of jurisdictional claims set forth in Article X herein. The temporary utility system(s) shall be continued to be utilized without interruption, as/if deemed necessary by the Construction Manager, pending resolution of the dispute.

## **ARTICLE VII. WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1 - NO STRIKES -- NO LOCK OUT**

There shall be no strikes, work stoppages, hand billing, picketing, slowdowns or other disruptive activity at the Project for any reason by any Signatory Union or employee against any Contractor or employer performing project work.. There shall be no other union, concerted or employee activity, which disrupts or interferes with project work operations at the Project. There shall be no lockout at the Project by any Contractor. The Council, Contractors and Signatory Unions shall take all steps necessary to ensure compliance with this Article.

### **SECTION 2 - DISCHARGE FOR VIOLATIONS**

A Contractor may discharge any employee violating Article VII, Section 1, above, for cause however; such employee shall be eligible for subsequent referral under this Agreement.

### **SECTION 3 - EXPEDITED ARBITRATION**

Any Contractor or Signatory Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below:

(i) A party invoking this procedure shall give notice in writing to the County and the PLA Administrator. The County, acting by its designee, shall serve as a member of an Arbitration Panel, together with a Council representative, and with a third-party neutral arbitrator to be selected by agreement of the Council and County. The County and Council representatives may, alternatively, designate a sole arbitrator from the American Arbitration Association to hear the case. In either event, the County, Council representative, or their respective designees, shall

provide copies of such notification to the alleged violator, the Council and the PLA Administrator.

(ii) In all cases where it is contended that a violation of Section 1 of this Article is ongoing, the Arbitrator or Arbitration Panel, as the case may be, shall promptly schedule and hold a hearing within forty-eight (48) hours of receipt of the written notice of the alleged violation, or as soon thereafter as is reasonably practical.

(iii) All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission, confirmed by overnight delivery, addressed to the Arbitrator or Arbitration Panel, Contractors and/or Signatory Unions involved. The hearing may be held on any day, including Saturdays or Sundays. The hearing shall be completed in one (1) session which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and to conduct their cross-examination), unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator or Arbitration Panel.

(iv) The sole issue at the hearing shall be whether a violation of this Article has occurred. If a violation is found to have occurred, the Arbitrator or Arbitration Panel shall issue a Cease and Desist Award, restraining such violation (the Award), granting such other relief as deemed appropriate and serve copies of the Award on the Contractors and Signatory Unions involved. The Arbitrator or the Arbitration Panel shall not have any authority to consider any matter in justification, explanation or mitigation of such violation, or to award any relief other than a cease and desist order, with all other remedies being reserved by the respective parties. At any time before the issuance of the Award, the Arbitrator or the Arbitration Panel may attempt to mediate a settlement of the matter by informal discussions among the affiliated parties without delaying, however, any of the time constraints established under this Article. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without written supporting opinion. If any involved party desires such an opinion, one shall be issued within fifteen (15) calendar days after receipt of a written demand, but its issuance shall not delay compliance with, or enforcement of, the Award.

(v) An Award issued under this procedure shall be final and binding and may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Signatory Union or Contractor involved.

(vi) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance with this Article, are waived by the Contractors and Signatory Unions.

(vii) The fees and expenses, if any, of each Arbitrator shall be equally divided between the Contractor and Signatory Union involved, regardless of outcome, except that employees of the County who serve as Arbitrators under this Article shall be compensated and reimbursed by the County alone and employees of the Council who serve as Arbitrators under this Article shall be compensated and reimbursed by the Council alone.

## **SECTION 4 - ARBITRATION OR DISCHARGES FOR VIOLATION**

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the sole exception that an employee discharged for an alleged violation of Section 1 of this Article may invoke the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE VIII. LABOR MANAGEMENT COMMITTEE**

### **SECTION 1 – SUBJECTS**

A Project Labor Management Committee shall be established consisting of one (1) representative, and a designated alternate from the PLA Administrator, the Council and the County. The Committee will meet on a regular basis to: promote harmonious relations among the Contractors and Signatory Unions; enhance safety awareness, cost effectiveness and productivity of construction operations; protect the public interest; discuss matters relating to staffing and scheduling with safety and productivity as considerations; review affirmative action and equal employment opportunity matters pertaining to the Project; monitor and ensure timely completion; assist in ensuring that a high degree of skill and quality of workmanship is attained at the Project; and to address, in advance, any potential work assignment issues.

### **SECTION 2 – COMPOSITION**

The Committee may be jointly chaired by the representatives of the PLA Administrator, the Council and the County. The Signatory Unions and Contractors may be requested by the Committee to designate representatives to assist in discussing any issues being addressed at any meeting. The Committee may elect to establish subcommittees to assist in the performance of its duties.

## **ARTICLE IX. GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1 - PROCEDURE FOR RESOLUTION OR GRIEVANCES**

Any question, dispute or claim arising out of, or involving, the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1 shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below: provided, in all cases, that the question, dispute, or claim must have arisen during the term of this Agreement.

#### **Step 1:**

(i) When an employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement the employee shall, through the Signatory Union business representative or Steward, give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within ten (10) calendar days after the act, occurrence, or event giving rise to the grievance. The business representative of the Signatory Union or Steward and the work site representative of the

Contractor involved shall meet and endeavor to adjust the matter within three (3) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven calendar days thereafter, pursue Step 2 of the grievance procedure, by serving the Contractor and the PLA Administrator with written copies of the grievance, setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential, except as to the specific Signatory Union, the employee and Contractor involved, unless the settlement is accepted in writing by the PLA Administrator as creating a precedent.

(ii) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement, and if, after conferring, a settlement is not promptly reached, the dispute shall be reduced to writing and, shall proceed to Step 2 in the same manner as outlined in Subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Signatory Union, together with representatives of the Council, the involved Contractor, and the PLA Administrator shall meet in Step 2 within two (2) calendar days of service of the written grievance, to arrive at a satisfactory settlement.

Step 3:

(i) If the grievance has been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within three (3) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the County. The County, acting by its designee, shall serve as a member of a three-member Arbitration Panel, together with a Council representative together with a third-party neutral Arbitrator to be selected upon agreement of the Council and the County. The County and Council representatives may alternatively, designate a sole arbitrator to hear the case. The Expedited Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator or Arbitration Panel shall be final and binding on the Contractor, Signatory Union and employee involved. The fees and expenses, if any, of each Arbitrator shall be equally divided between the Contractor and Signatory Union involved, regardless of outcome, except that employees of the County who serve as Arbitrators under this Article shall be compensated and reimbursed by the County alone, and employees of the Council who serve as Arbitrators under this Article shall be compensated and reimbursed by the Council alone.

(ii) The failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. The time limits may be extended only with the written consent of the PLA Administrator, the Contractor and the Signatory Union affected by the extension. In the event a step involves the Arbitrator or Arbitration Panel, then the written consent of the Arbitrator also shall be required. The Arbitrator shall have authority to make decisions only on the issues presented to him, and shall not have the authority to change, add to, delete or modify any provisions of this Agreement or the Contract Documents.



## **SECTION 2 - LIMITED RETROACTIVE EFFECT OF AWARDS**

No arbitration decision or award under this Article may have retroactive effect for a period exceeding sixty (60) days prior to completion of submission of the initial written grievance by the Contractor and Signatory Union involved.

## **SECTION 3 - PARTICIPATION BY JACOBS**

The PLA Administrator shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration when directed to do so by the County.

# **ARTICLE X. JURISDICTIONAL DISPUTES**

## **SECTION 1 - NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article VII. Notwithstanding any other provision of this Agreement, every party shall be entitled to seek, without delay or prior recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry referenced in this Article, injunctive and/or other appropriate relief, to the extent permitted by applicable law, to address a violation of this Section.

## **SECTION 2 – ASSIGNMENT**

All Project work assignments shall be made by each Contractor pursuant to law and in consideration of industry custom and practice in Nassau and Suffolk Counties, including relevant provisions of applicable Appendix "A" Agreements concerning such custom and practice. All work assignments shall be in accordance with Article IV of this Agreement.

## **SECTION 3 - PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES**

(i) Any Signatory Union having a jurisdictional dispute with respect to an aspect of the Covered Work assigned to another Signatory Union will submit the dispute, in writing, to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan), within seventy-two (72) hours and send a copy of the letter to the other Signatory Union involved, the Council, the Contractor involved, the PLA Administrator and the County. Upon receipt of a dispute letter from a Signatory Union, the Administrator shall invoke the procedures set forth in the Procedural Rules and Regulations to the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules and Regulations for the Plan. A copy of the Plan and its Procedural Rules and Regulations are attached to this Agreement as Exhibit B.

(ii) Within two (2) calendar days of the receipt of the dispute letter, there shall be a meeting of the Signatory Unions involved the Council, the PLA Administrator and the County for the purpose of resolving the jurisdictional dispute.



(iii) If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan and its Procedural Rules and Regulations.

(iv) The Arbitrator shall render a short-form written decision within three (3) days of the hearing based upon the evidence submitted at the hearing. The Arbitrator shall not be permitted under any circumstance, to direct an assignment of an aspect of the Covered Work in violation of applicable local, state or federal law, rule or regulation.

(v) This Jurisdictional Dispute Resolution Procedure will apply only to work performed by the Signatory Unions at the Project. Further, no party, by reason of its execution of this Agreement, shall have any obligation under the Plan, or its Rules or Regulations, with respect to any other project or with respect to the Project beyond the effective period of this Agreement.

(vi) Any Signatory Union involved in a jurisdictional dispute on the Project shall continue working in accordance with Section 2 of this Article and without disruption of any kind.

#### **SECTION 4 – AWARD**

Any jurisdictional award pursuant to Section 3 of this Article shall be final and binding on the disputing Signatory Unions and the Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the PLA Administrator and the affected Contractor shall be considered parties in interest and shall be sent contemporaneous copies of all notifications required under these Articles and, at their option, may participate fully as a party in any proceeding initiated under these Articles.

#### **SECTION 5 - NO INTERFERENCE WITH WORK**

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. The award, which shall be adhered to by the Contractor, shall not provide for any award of damages or other expenses against the County, or the Contractor based on its prior jurisdictional designation: provided, however, that this provision shall not be interpreted to preclude otherwise existing rights for an award of monetary damages against the Contractor based on its jurisdictional designation.

#### **SECTION 6 – LIMITATIONS**

Any arbitration panel convened for the purpose of resolving jurisdictional disputes shall have no authority to assign work to a crew of more employees than the minimum required by the Contractor; nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

### **ARTICLE XI. WAGES AND BENEFITS**

## **SECTION 1 - CLASSIFICATION AND WAGES**

All employees covered by this Agreement shall be classified in accordance with their work performed and paid wages and benefits for those classifications set forth in the Appendix "A" Agreements, as amended during this Agreement, except as otherwise provided in this Agreement.

## **SECTION 2 - EMPLOYEE FRINGE BENEFITS/SUPPLEMENTS**

A. Employees shall be paid fringe benefits/supplements in accordance with the Appendix "A" Agreements and the time requirements therein, except to the extent otherwise provided in this Agreement, by law or other agreement. Delinquency of payments shall be subject to the expedited arbitration process pursuant to Article VII, Section 1.

B. Nothing in this Agreement shall preclude the right of any fund or entity from lawfully collecting fringe benefits/supplements for employees performing covered work to utilize the applicable rights and remedies afforded under the New York Lien Law. Any issue regarding the failure or refusal by a Contractor and/or subcontractor to pay appropriate wages and/or fringe benefits, on a timely basis, shall be subject to the provisions of the respective Collective Bargaining Agreement (CBA), addressing this issue and shall be subject to the expedited arbitration process under this Agreement including the time requirements there under. Any Signatory Union alleging a failure to pay appropriate wages and fringe benefits shall give immediate written notice in writing to the Council, the County and the PLA Administrator of the alleged failure in order to initiate the expedited arbitration process.

C. It is agreed, in order to ensure the full and timely remittance of all union dues and fringe benefits/supplements due the affiliated signatory Unions as provided for in the Schedule "A" Agreements, that the Prime Contractor shall be responsible to immediately withhold payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from this Project, upon notification of not more than fifteen (15) days from the date of a default from any affiliated signatory Union of the delinquency on this Project. The withheld funds shall be held in an interest bearing escrow account to be applied against the amounts owed by the delinquent Contractor. Before such payment is made, the Prime shall first advise the delinquent Contractor in writing of the complaint made by the signatory Union and the amounts claimed by the Union. The delinquent Contractor shall be allowed a period of ten (10) days from the date of notification to produce a written letter signed by the Business Manager of the complaining Signatory Union that either (a) the delinquency has been paid in full and the Contractor is current in remittance of Funds; or (b) providing a bona-fide explanation acceptable to the complaining Signatory Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, the Prime will be required to use its best effort to act as an initial arbiter and take action it then deems appropriate.

D. In the event such a letter is not delivered to the Prime within ten (10) days from the date of notification to the delinquent Contractor, the Construction Manager shall immediately pay over to the Fund Administrator of the complaining Signatory Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by the Construction Manager for the Project.

E. No monies shall be paid to the delinquent Contractor during the pendency of a request to arbitrate the dispute in accordance with Article IX herein.

F. None of the foregoing is to be construed as having created a debt on the part of the Construction Manager or the Primes to the Signatory Union for unpaid Funds by defaulting Contractors except to the extent that funds are payable to the Contractors and overdue to the Signatory Unions for this Project and with proper notice as herein provided. There will be no strike, work stoppage or disruption pending resolution of the dispute.

G. Notwithstanding the foregoing provisions of this Article, including any provisions to arbitrate disputes, in the event the Prime fails to perform its obligations under this Article for forty-five (45) days, the members of a Signatory Union, on five (5) days written notice of the right to cure from the complaining Signatory Union to the delinquent Contractor and the Construction Manager and Prime, with copies to the President of the Building and Construction Trades Council, can elect to refuse to perform services for the delinquent Contractor. Upon the curing of such delinquency, all work shall immediately recommence and the parties shall return to the *status quo ante*. The provisions of Article VII shall remain in full force and effect with respect to all other Signatory Union members working on the Project. If a Contractor fails to contribute to a Signatory Union's benefit/supplement funds because of the Contractor's inability to collect payment from the Owner for work performed on the Project, it is agreed that the Contractor will not be removed from the job for non-performance which results from a Signatory Union's members refusing to perform services as set forth in this Section.

## **ARTICLE XII. HOURS OF WORK PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 1 - WORK WEEK AND WORK DAY**

The regular workweek shall consist of Monday through Friday forty-hours (40) at straight-time rates for pay and fringe benefits/supplements, The standard work day shall consist of eight (8) hours, with a Project start time uniformly set by the Contractors at 7:00 a.m. or 8:00 a.m., with one half (1/2) hour unpaid lunch period, to commence no earlier than 11:30 a.m. and no later than 12:00 p.m., which shall not be counted as part of the eight (8) hour workday. If operational considerations warrant, with one (1) week advance notice, the workday may be further changed by agreement among the Contractor and the Signatory Union and such agreement shall not be unreasonably withheld. Nothing herein shall be construed to provide for a Saturday make-up day at straight time rates.

### **SECTION 2 – OVERTIME**

The rate of pay for overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour workday established in Section 1 of this Article shall be at time and one-half the regular hourly rate. The rate or amount of fringe benefits/supplements for overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour work day established in Section 1 of this Article shall be at the rate or amount provided under the applicable Appendix "A" Agreements. The rate of pay and rate (or amount) for all other overtime hours shall be in accordance with the applicable Appendix "A" Agreements. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall perform such overtime work.

### **SECTION 3 – SHIFTS**

(i) Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive work days, must have prior approval and must be scheduled with no less than five (5) work days notice to the Signatory Union. Shifts shall be eight (8) hours in duration and employees working an eight (8) hour shift on the Second or Third shift shall be paid nine (9) hours of pay for wages and fringes at the straight time rate. The overtime provisions of the respective Appendix "A" Agreements shall be applicable, subject to Section 2 of this Article.

(ii) Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements, and, in case of emergency, shall be subject to the notice requirements of the Appendix "A" Agreements.

(iii) A Contractor shall schedule an unpaid period of not more than one-half (1/2) hour duration at the work location between the third (3rd) and fourth (4th) hour of the scheduled shift, which shall not be counted as part of the standard eight (8) hour work day. A contractor may for efficiency of operation, establish a schedule, which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Appendix "A" Agreement.

### **SECTION 4 – HOLIDAYS**

(i) Recognized holidays on this Project shall be the following:

- |                  |                             |
|------------------|-----------------------------|
| - New Years Day  | - Veterans Day              |
| - Presidents Day | - Thanksgiving              |
| - Memorial Day   | - Friday after Thanksgiving |
| - 4th of July    | - Christmas Day             |
| - Labor Day      |                             |

(ii) Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Appendix "A" Agreements.

(iii.) Holidays that fall on Sunday shall be observed on the following Monday. Holidays that fall on Saturday shall be observed on the previous Friday.

### **SECTION 5 - REPORTING PAY**

(i) Employees who report to the work location pursuant to the regular schedule and who are not provided with work, or whose work is terminated early by a Contractor, for whatever reason, shall receive reporting pay in accordance with the applicable Appendix "A" Agreement.

(ii) When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as required by the applicable Appendix "A" Agreement, at the employee's straight time rate.



(iii) When an employee leaves the job or work location of their own volition or is discharged for use or is not working as a result of the Contractor's invocation of Section 7 of this Article, they shall be paid only for the actual time worked.

## **SECTION 6 - PAYMENT OF WAGES**

(i) Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the Project site. Paychecks shall be issued by the Contractor at the job site in accordance with prevailing practices for the applicable trade. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

(ii) Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## **SECTION 7 - EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work, with pay, to be subject to the applicable Appendix "A" Agreement.

## **SECTION 8 - INJURY/DISABILITY**

An employee, who, after commencing work, suffers a work-related injury or disability, while performing work duties, shall receive no less than eight (8) hours wages for that day.

## **SECTION 9 - TIME KEEPING**

A Contractor may utilize conventional systems to check employees in and out, so long as it occurs on Company time. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

# **ARTICLE XIII. APPRENTICES**

## **SECTION 1 - PROGRAMS FOR APPRENTICES**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry in the Nassau/Suffolk area and to provide craft-entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts at designated ratios to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors shall utilize apprentices and such other appropriate classifications as are contained in the applicable Appendix "A" Agreements.



## **SECTION 2 - DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort on this Project, the Signatory Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the Nassau County Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Signatory Unions shall cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort to the extent consistent with the operating rules and regulations of the union and governing law.

## **ARTICLE XIV. SAFE PROTECTION OF PERSON AND PROPERTY**

### **SECTION 1 - SAFETY REQUIREMENTS**

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project. The Contractors and Signatory Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the County from injury or harm. Failure to do so will be grounds for discipline, including discharge.

### **SECTION 2 - SITE SERVICES**

The Contractors, Signatory Unions and the Council agree that in the event the Construction Manager employs craft workers for the Project such employees shall be permitted to perform all types of work at the Project site within the recognized work jurisdiction of their respective crafts, including site safety duties and general clean-up duties, among other duties; provided that the appropriate affiliate shall be assigned all general conditions work.

### **SECTION 3 - CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established jointly by the Contractors and the PLA Administrator, the Council and the Signatory Unions. Such rules shall be published and posted in conspicuous places. In the event the parties disagree as to the interpretation and application of such rules, the dispute shall be submitted to the Labor Management Committee for resolution and if the dispute remains unresolved, it shall be submitted to arbitration pursuant to this Agreement and all parties shall be bound by such resolution.

### **SECTION 4 – INSPECTIONS**

The Contractors, the Construction Manager and the County retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials, and the work, of every kind, using employees not covered by this Agreement.

## **ARTICLE XV. NO DISCRIMINATION**

### **SECTION 1 - COOPERATIVE EFFORT**

The Contractors and Signatory Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Signatory Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### **SECTION 2 - LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE XVI. GENERAL TERMS**

### **SECTION 1 - PROJECT RULES**

The PLA Administrator, the Contractors, the Council and the Signatory Unions shall jointly establish such reasonable Project rules as are appropriate for the good order of the Project through the Project Labor Management Committee. Consistent with appropriate safety precautions, the County may elect to do random drug and alcohol testing if warranted based upon observed conditions. These rules shall be explained at the preconstruction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

### **SECTION 2 - TOOLS OF THE TRADE**

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction, provided such tools or equipment do not present a safety risk not commonly accepted and accommodated in industry practice in Nassau and Suffolk Counties. The limits of the emergency shall be approved by the Labor Management Committee.

### **SECTION 3 – SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

### **SECTION 4 - TRAVEL ALLOWANCES**

There shall be no requirement for payments for travel expenses, travel time, subsistence allowance or other such reimbursements.

## **SECTION 5 – FULL WORKDAY**

Employees shall be at their designated staging area at the starting time established by the Contractor and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## **SECTION 6 - COOPERATION AND CONSENT OF DEPARTMENT OF LABOR**

The PLA Administrator, the Council, the Contractors and the Signatory Unions shall cooperate at all times to achieve the purposes of this Agreement, including promptly executing any reasonable documentation and jointly seeking whatever approvals of the New York State Department of Labor that may be required.

## **SECTION 7 - UNION CONTRACTORS**

In order to avoid a competitive disadvantage against Union Contractors, Contractors who are awarded work on the Project that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination on this Project and without adverse effect on other projects current or future. Work under this PLA shall not trigger the application of any Most Favored Nations clause in any Appendix "A" Agreement.

## **ARTICLE XVII. SAVINGS AND SEPARABILITY**

### **SECTION 1 - THIS AGREEMENT**

In the event that the application of any provisions of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect at the discretion of the County. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties.

### **SECTION 2 - THE COUNTY'S CONTRACT DOCUMENTS**

In the event that the provisions of the Contract Documents, or other action, requiring that a successful bidder become a signatory to this Agreement, are found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the contractor voluntarily accepts the Agreement. The parties may enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties.

### **SECTION 3 - NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the County, the PLA Administrator, any Contractor, nor any Signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. The Contract Documents shall be issued, or revised, in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

### **SECTION 4 – NO WAIVER OF NO STRIKE-NO LOCK OUT PROVISION**

Nothing in this Article shall be construed to waive the prohibitions of Article VII.

## **ARTICLE XVIII. FUTURE CHANGES IN APPENDIX "A" AGREEMENTS**

### **SECTION 1 - CHANGES TO AREA CONTRACTS**

(i) Appendix "A" Agreements shall continue in full force and effect, until a Contractor and/or Signatory Union subject to the Area Collective Bargaining Agreements, which is the basis for the particular Appendix "A" Agreement in question, notifies the PLA Administrator in writing of the existence of changes in provisions of such agreements which are applicable to the Project and their effective dates.

(ii) It is agreed that no modification in Appendix "A" Agreements will apply to work on this Project if that modified provision is less favorable to this Project than that uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

(iii) Any disagreement between signatories to this Agreement over the incorporation into an Appendix "A" Agreement of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article IX of this Agreement.

### **SECTION 2 - LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Signatory Unions agree that there will be no strikes, work stoppages, slowdowns or other disruptive activity or other violations of Article VII affecting the Project by any Signatory Union involved in the renegotiation of Area Local Collective Bargaining Agreements, nor shall there be any lock-out on this Project affecting a Signatory Union during the course of such renegotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and  
effective as of the \_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Nassau County Department of Public Works  
By: Ms. Shila Shah-Gavnoudias, Commissioner NCDPW

  
\_\_\_\_\_  
Nassau Suffolk Building and Construction Trades Council  
By: James Castellane, President

**[See attached for affiliate signatures]**

Union Affiliates of the NSCBTC have executed this agreement in multiple parts. The signature pages of the Union Affiliates are on file at the offices of the NC DPW and the NSCBTC.



## **APPENDIX "A"**

### **Collective Bargaining Agreements**

**The Collective Bargaining Agreements are on file at the following locations:**

- 1.** Nassau County office of Department of Public Works
- 2.** The PLA Administrator's or Construction Manager's office at the project site
- 3.** At the various Locals signatory to this agreement

**The complete list of Collective Bargaining Agreements is as follows:**

**EXHIBIT A**  
**Letter of Assent**  
**Nassau County Project Labor Agreement – Letter of Assent**

The undersigned party confirms that it agrees to be a party to and be bound by the Nassau County Project Labor Agreement, NCM-PLA, for the designated Project added to the Agreement by Addendum \_\_\_\_\_ Dated \_\_\_\_\_ as such agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the NCM-PLA, Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the specific project added by the prior stated addendum (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the NCM-PLA, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto. Agrees to be bound by the legally established collective bargaining agreements and local trust agreements to the extent set forth in the NCM-PLA.
2. Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
3. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said NCM-PLA.
4. Agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project, Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
5. Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in form identical to this document.
6. Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this NCM-PLA to this project.

\_\_\_\_\_  
(Print name of officer of contractor)

Subscribed and sworn to before  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature of officer of contractor)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address and Telephone Number

**EXHIBIT B**  
**PROCEDURAL RULES AND REGULATIONS FOR**  
**THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE**  
**CONSTRUCTION INDUSTRY**

These procedures shall apply to:

A. Employers who employ members of the organizations affiliated with the Mining and Construction Trades Department, AFL-CIO, and who signed a stipulation setting forth that they are willing to be bound by the terms of the agreement establishing the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or who are members of a stipulated association of employers with authority to bind its members, or who are parties to a collective bargaining agreement providing for the settlement of jurisdictional disputes under the procedures herein set forth.

B. All National and International Unions affiliated with the Building and Construction Trades Department, AFL-CIO, and their local constituent bodies.

The stipulation form adopted by the Joint Administrative Committee Follows:

**STIPULATION**

In signing this stipulation, the undersigned (employer) (employer association on behalf of its members) agrees to be bound by all the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the construction Industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, the undersigned agrees to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators or National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer set forth in the Agreement.

This stipulation shall run for the term of the Agreement and shall continue in effect for each year thereafter unless specifically terminated effective upon the anniversary date of said Agreement in accordance with the notice provisions contained in the Agreement. The effective date of this stipulation shall be:

(Signed) \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

To facilitate expeditious processing of jurisdictional disputes, employer parties to the Plan are encouraged to file signed Stipulation forms with the Administrator.

**ARTICLE 1**

**CONTRACTORS RESPONSIBILITY**

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract. For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract.

If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Plan for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National and International Unions involved.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight (8) working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

c. The Administrator shall determine all questions of original assignment of work and render decisions regarding same. An appeal of the Administrator's determination of original assignment may be made to an arbitrator in a hearing under the terms and provisions of Article V of the Plan. Notice of the appeal shall be filed with the Administrator within seven (7) days of issuance of the determination. The appeal shall be processed only if the responsible contractor has complied with the Administrator's determination.

d. Criteria to be used in making assignments of work are set forth in Article V, Section 8, of the Plan.

## **ARTICLE II**

### **UNIONS RESPONSIBLY**

1. The Plan provides (Article VI, Section 1) that during the existence of the Plan there shall be no strikes work stoppages or picketing arising out of any Jurisdictional dispute.

2. When a contractor has made a specific work assignment, all unions shall remain at work and process any complaint over a jurisdictional dispute in accordance with the procedures herein established by the Administrator. Any union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its International office. The Administrator is prohibited from taking action on protests or requests to discuss jurisdictional matters from local unions or building and construction trades councils.

## **ARTICLE III**

### **STRIKES AND IMPEDIMENT TO JOB PROGRESS**

1. When it is alleged in a written notice, by a stipulated employer directly affected by the dispute, or the signatory Employer Association representing such employer, that a work stoppage, slowdown, or other impediment to job progress is taking place, the Administrator shall proceed as set forth in Article VI of the Plan.
2. Notice to the Administrator shall include.
  - a. Union engaged in strike, slowdown, or impediment to job progress [specify].
  - b. Other union or unions directly involved (in most cases, trade receiving original assignment).
  - c. Brief description of work in dispute.
  - d. Name and city and state location of project.
  - e. Contractor and subcontractor, if any, directly involved, and mailing address, phone number and facsimile number of each.
  - f. A statement detailing how the responsible contractor is stipulated to be bound to the Plan and these procedures.

### **REQUIRED FORMAT FOR NOTICE**

[Name of Union] is [state basis for claim of violation, e.g., strike] in jurisdictional dispute with [Name of Union] over [Briefly describe work and name of job] project, [City and State or Province], [Name of Contractor], [Mailing Address, Phone Number and Facsimile Number],[Name of Subcontractor], [Mailing Address, Phone Number and Facsimile Number].

This contractor is stipulated to the Plan and these procedures by virtue of (provision in collective bargaining agreement or signed stipulation on file in plan office).

3. Impediments to job progress shall include, but not be limited to:
  - a. Filing a grievance under a collective bargaining agreement, or under a local plan for the settlement of jurisdictional disputes not recognized by the Department, where an issue is a case, dispute or controversy involving a jurisdictional dispute or assignment of work by a stipulated contractor, or by a stipulated subcontractor. Provided, that it shall not be considered an impediment to job progress if the responsible contractor is not, stipulated to the Plan.
  - b. Filing an unfair labor practice charge with the National Labor Relations Board, or appropriate Canadian equivalent, as determined by the Administrator, or action in any court against a stipulated employer by a National or International Union, or local affiliate thereof, where an issue is a case, dispute or controversy involving a jurisdictional dispute or assignment of work. Provided, that it shall not be considered an impediment to job progress if the responsible contractor is not stipulated to the Plan.

## **ARTICLE IV**

### **FILING A COMPLAINT**

1. When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or the employer directly affected by the Jurisdictional dispute, or the signatory Employer Association representing such employer, shall notify the Administrator in writing. Such notice shall include the following Information:



- a. Unions involved.
- b. A full and complete description of the work in dispute.
- c. Name and location of project.
- d. Contractors involved and their mailing addresses, telephone number and facsimile number.
- e. The assignment of work and the contractor who made the assignment.
- f. A statement detailing how the responsible contractor is stipulated to the Plan and these procedures. Effective stipulation shall be either a collective bargaining agreement provision recognizing the Plan or a current signed stipulation form on file at the Plan office.
- g. A statement whether the representatives of the National and International Unions have met or attempted to meet at the local level in an effort to resolve the matter.
- h. A statement whether the National and International Unions Involved in the dispute have voluntarily agreed to mediation.

2. The notice shall be in writing and sent to:

For Projects in the United States:

Administrator  
Plan for the Settlement of Jurisdictional  
Disputes in the Construction Industry  
Suite 801  
1125 15th Street, NW  
Washington, DC 20005  
Fax; (202) 775-1950

For Projects in Canada:

Administrator  
Plan for the Settlement of Jurisdictional  
Disputes in the Construction Industry  
c/o Office of the Executive Secretary  
Building and Construction Trades Department, AFL-CIO  
350 Sparks Street  
Suite 910  
Ottawa, Ontario  
K1R 7S8  
Fax: (613) 230-5138

## **ARTICLE V**

### **TIME CONSTRAINTS UNDER THE PLAN**

In computing any period of time prescribed in the Plan or the procedural rules, the day from which the designated period of time begins to run shall not be included. The last day of

the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. When the period of time described or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used herein, legal holiday in the United States includes New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated as a holiday by the Administrator "Legal holiday" In Canada includes New Year's Day, Victoria Day, Labor Day, Remembrance Day, Boxing Day, Good Friday, Canada Day (Dominion Day), Thanksgiving Day, Christmas Day, Civic Holiday, and any other designated as a holiday by the Administrator.

## **ARTICLE VI**

### **DIRECT RESOLUTION**

1. Within two (2) days following receipt of a properly filed notice, the Administrator shall notify, by facsimile, all directly affected National and International Unions and employers that a dispute exists between local parties.
2. If the directly affected National and International Unions and employers parties to the dispute, are able to settle the dispute, each shall inform the Administrator, in writing, signed by an authorized representative of each party, that a settlement has been reached.
3. If the directly affected National and International Unions and employers are unable to resolve the dispute, any of the directly affected parties may request arbitration of the dispute within five (5) days from the date the matter was referred by the Administrator, by filing a notice in writing to arbitrate with the Administrator, with copies to all directly affected parties.

## **ARTICLE VII**

### **SELECTING AN ARBITRATOR**

1. Upon receipt of a request to arbitrate, the Administrator shall send to all directly affected parties a list of impartial arbitrators, knowledgeable about the construction industry, chosen by the Joint Administrative Committee.
2. The directly affected National and International Unions and the responsible contractor(s) will each have three days in which to cross off the name of one arbitrator to which it objects, number the remaining names to indicate the order of preference and return the list to the Administrator. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual preference, the Administrator shall notify the parties of the arbitrator selected who is able to schedule a hearing within the time constraints set forth in the Plan.
3. If the parties are unable to select an arbitrator, the Administrator shall appoint an arbitrator.

## **ARTICLE VIII**

### **RESOLUTION BY ARBITRATION**

1. Upon his selection, the arbitrator, with the assistance of the Administrator, shall set and hold a hearing within seven (7) days.
2. The Administrator shall notify the responsible contractor(s) and the appropriate National and International Unions and signatory association(s) by facsimile of the place and time chosen for the hearing. Said hearing shall be held in Washington, DC or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator.
3. Attendance at arbitration hearings by the parties shall be limited to one fulltime employee of each National or International Union party, or its affiliate, as designated by the President of each National or international Union and one fulltime employee of, the responsible contractor party. On appeals from Local Boards, each party may also have in attendance the individual who presented that party's case to the Local Board. Failure to attend by a party shall not delay a hearing, the taking of evidence, or the issuance of a decision.
4. Presentations shall be in writing with copies for each party, the arbitrator, and a file copy.
5. The arbitrator shall issue his decision within three (3) days after the case has been closed. The decision of the arbitrator shall be final and binding on all parties to the dispute.
6. Each party to the arbitration shall bear its own expenses for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator.
7. Following the issuance of the decision, the Administrator will send a statement to the losing party or parties allocating the arbitrator's fees and expenses. Such statement shall be payable within ten (10) days of receipt. If payment is not received within thirty (30) days, a late fee of \$500 will be assessed on the delinquent party. A future request by a delinquent party to process a case will be held by the Administrator until all outstanding fees and expenses, including any late fee have been paid.

## **ARTICLE IX**

### **POLICY REGARDING DIRECTIVES**

1. The Plan and the Procedural Rules and Regulations provide for the settlement of a jurisdictional dispute on a specific job by agreement or understanding between or among the National and International Unions involved.
2. The Procedural Rules also provide that an assignment of work may be changed by the responsible contractor(s) to conform to the terms of same, upon notification by the Administrator. Such notification shall be made by means of a directive sent to the responsible contractor(s) by the Administrator.
3. In order to give effect to the procedure set forth above, and before a directive may be sent to the affected contractor(s) by the Administrator, the National or International Unions involved shall submit for the records of the Plan the following:

- a. A statement of by what document the responsible contractor is stipulated to the agreement.
  - b. A statement of the exact terms of the agreement or understanding reached. Such statement is to be jointly signed by authorized representatives of each of the National or International Unions involved. If separate communications are submitted by the parties, the terms of the agreement or understanding must be identical in each communication.
  - c. A statement regarding the notification to the responsible contractor(s) of the agreement or understanding reached. If objection to the agreement or understanding was made by the contractor(s) or representatives, the nature of the objection must be stated.
4. In accordance with the Plan and the Procedural Rules, any directive from the Administrator shall be complied with by the affected contractor(s) unless, and within 24 hours following receipt of such directive, the contractor(s) notifies the Administrator that he elects not to comply with the directive, and requests that the jurisdictional dispute be processed through arbitration to a decision. Such decision shall be made in accordance with the provisions of Article V of the Plan.

## **ARTICLE X**

### **APPEALS FROM DECISIONS OF RECOGNIZED LOCAL BOARDS**

1. Appeals from local settlements, agreements, or decisions issued by a Plan for the settlement of jurisdictional disputes that has been recognized by the Department, may be filed with the Administrator within seven (7) days of issuance by the National or International Unions directly affected, or by the responsible contractor(s), or a signatory Employers Association representing such employer.
  - a. Such filing shall include a copy of the local settlement, agreement, or decision being appealed and the specific basis for the appeal. Simultaneous notice shall be given to all other parties.
2. The authority of the Administrator to refer an appeal to arbitration is discretionary. The Administrator shall, in exercising his authority, consider whether the parties were afforded opportunity to present evidence at a hearing conducted for that purpose under the Plan and in conformity with generally recognized procedures not incompatible with the provisions and procedures of this Plan.
3. Appeals referred to arbitration will be processed in accordance with Article V of the Agreement.
4. Presentations shall be in writing and limited to that which was presented at the recognized local Plan for the settlement of jurisdictional disputes.

## **PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY**

### **PREAMBLE**

This Agreement is entered into by and among the Building and Construction Trades Department, AFL-CIO on behalf of its constituent National and International Unions (referred to hereinafter as the Department) and the Employer Associations signatory to this Agreement (referred to hereinafter as the Employer Associations).

The parties to this Agreement dedicate their efforts to improving the construction industry by providing machinery for the handling of disputes over work assignments without strikes or work stoppages thus stabilizing employment in the Industry at the same time increasing both its efficiency and capacity to furnish construction services to the public at reasonable cost.

## **ARTICLE I**

### **SCOPE OF APPLICATION**

The procedure shall apply to:

(a) Employers who employ members of the organizations affiliated with the Department and who have signed a stipulation setting forth that they are willing to be bound by the terms of this Agreement or who are members of stipulated association of employers with authority to bind its members, or who are parties to a collective bargaining agreement providing for the settlement of jurisdictional disputes under these procedures herein set forth or any predecessor Plan.

The essence of this Plan assumes voluntary participation. National Employer Associations shall encourage participation in this Plan by their chapters and members, but no contractor stipulation or agreement shall be recognized by the Administrator if it is shown to the satisfaction of the Administrator that it is the result of unlawful strikes, work stoppages or other coercive activity or any activity which is contrary to the voluntary nature of this Plan, by a labor organization affiliated with the Department. Notwithstanding any other provision of this Plan should such action be taken against any chapter or member of any participating Employer Association to compel stipulation to the Plan, its parent association, if it is signatory to this Plan, shall thereby have the option to terminate its participation upon written notice to the Administrator within thirty (30) days of such action or occurrence, provided that notice of the action or occurrence has been afforded to the Department by the parent association during the thirty (30) day period and prior to any notice of termination.

(b) All National and International Unions affiliated with the Building and Construction Trades Department, AFL-CIO, and their local constituent bodies.

## **ARTICLE II**

### **STIPULATION PROCEDURE**

Sec. 1. The Department of National and International Unions affiliated with the Department shall, in accordance with their constitutional powers, request each of the Building and Construction Trades Department Councils, District Councils and Local Unions, respectively:



(a) To secure written assent or stipulation to the Plan for the Settlement of Jurisdictional Disputes in the construction Industry by all Employers in signed agreement with said National or International Union, Council and/or Local Union except for such Employers who are stipulated to the Plan by the action of the Employer Association of which they are members; or

(b) To proceed at the earliest opportunity to negotiate stipulation to the Plan into all agreements with each employer whose employees are represented by such Building Trades Council, District Council or Local Union.

Sec. 2. All Employer Associations shall seek to have their local chapters stipulate their membership to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry unless the national Employer Association has made such stipulation on behalf of its membership, in the event a local chapter refuses to stipulate, the national association shall notify the Joint Administrative Committee of the negative action of the specific local chapter and/or the individual member.

Sec. 3. It is understood that only those Employers or Employer Associations who employ members of the organizations affiliated with the Department shall be considered bound by this Agreement when they have signed a stipulation setting forth that they are willing to subscribe to and be bound by the terms and provisions of this Agreement.

### **ARTICLE III**

#### **JOINT ADMINISTRATIVE COMMITTEE**

Sec. 1. There shall be established a Joint Administrative Committee (hereinafter referred to as the "JAC"), to oversee the operation of the Plan.

Sec. 2. The JAC representing the Department and the signatory Employer Associations shall consist of eight (8) voting members, four (4) nominees from the Department and four (4) from the Employer Associations. There shall be a Chairman and a Vice Chairman of the JAC. The Chairman shall be the President of the Department. The Vice Chairman shall be designated by the signatory Employer Associations. The Chairman and the Vice Chairman shall be nonvoting members of the Committee.

Sec. 3. The JAC shall appoint two (2) Administrators of the Plan. One Administrator shall handle all matters arising in the United States. The second Administrator shall handle all matters arising in Canada. References to the Administrator in this Agreement and the Procedural Rules shall mean the appropriate U.S. or Canadian Administrator. The Administrator shall be compensated at a rate and under terms to be established by the JAC.

Sec. 4. The Administrator shall be bonded and made responsible for disbursement of the funds, shall keep the books of the Plan and submit to parties to the Agreement a quarterly financial statement; shall provide for an annual audit of the books by a certified public accountant and shall prepare annually proposed budget of the necessary expenses of the Plan for the following, twelve (12) months and submit same to the JAC for approval. The total amount of the budget, when approved, shall be subscribed annually in advance, 50 percent by the Department and 50 percent by the signatory Employer Associations. All expenditures shall be within the approved budget. In order to assure adequate funding of the Plan, the JAC may establish a schedule of

fees to be charged to parties wishing to utilize the services of the Plan but who are not affiliated with any of the organizations signatory to this Agreement.

## **ARTICLE IV**

### **RULES AND REGULATIONS**

Sec. 1. The Administrator shall adapt his operations to assure that all cases submitted shall be disposed of as expeditiously as possible.

Sec. 2. The Administrator, with the prior approval of the JAC, shall establish such procedural regulations and administrative practices as may be required for the effective administration of this Agreement, provided such regulations and practices are consistent with the expressed terms of this Agreement.

Sec. 3. The JAC shall have the power to revise the procedural regulations and administrative practices of the Administrator. The Administrator shall promptly notify all parties to the Plan of any revisions in the procedural or administrative practices.

Sec. 4. The Administrator shall keep records of disputes and decisions and develop such statistical and operational information as may be of value to the JAC. The Administrator shall from time to time, make recommendations to the JAC for changes in the procedural rules or provisions of the Plan which will strengthen and improve the effectiveness of the Plan.

Sec. 5. It shall be the duty of the Administrator to process cases of jurisdictional disputes in the Building and Construction Industry when disputes are referred to him by any of the National and International Unions involved in the dispute, or an Employer directly affected by the dispute on the work in which he is engaged or by the signatory Employer Association representing such Employer. The Administrator shall only process cases in which all parties to the dispute are stipulated to the Plan in accordance with Article II or, upon that filing of a dispute, become stipulated to the Plan in accordance with Article II. In the Administrator's sole discretion, the issue of stipulation may be submitted to an Arbitrator. The Arbitrator shall be bound to apply the same terms of the Plan and the Procedural Rules regarding stipulation as the Administrator.

Sec. 6. If the responsible contractor is not stipulated to the Plan, any of the National and International Unions involved in a dispute with the contractor may file a statement with the Plan Administrator indicating that the contractor had been stipulated to the Plan, the Union would have filed a jurisdictional dispute pursuant to Article V of the Plan. The notice shall include the unions involved, a description of the work in dispute, the name and location of the project, the name of the responsible contractor, the assignment that was made by the contractor and which of the Article V, Section 8, criteria the Union contends supports its claim to the work. The Plan administrator shall compile a list of such statements and distribute it to the parties to the Plan monthly.

Sec. 7. In the interest of expediting resolutions of jurisdictional disputes, the Administrator shall undertake to keep a record of decisions involving the same type of dispute and involving the same trades and report such record quarterly to the JAC.

## **ARTICLE V**

## **RESOLUTION OF JURISDICTIONAL DISPUTES**

Sec. 1. When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or the Employer directly affected by the dispute or the signatory Employer Association representing such Employer shall notify the Administrator in writing, with copies to the other parties to the dispute. The notice shall include a statement whether representatives of the National and International Unions have met or attempted to meet with the local parties to attempt to resolve the matter. For disputes in the United States, if the National and International Unions involved in the dispute voluntarily agree to mediation the notice shall so advise the Administrator. The mediation may be used in lieu of the meeting of the International Representatives.

Sec. 2. Upon receipt of said notice, the Administrator or his designee shall notify within two (2) days by facsimile all directly affected National and International Unions and employers that a dispute exists between the local parties. The Administrator shall also provide notice of the dispute to all other National and International Unions party to this Agreement. At the same time, if the National and International Unions involved in a dispute in the United States have consented to voluntary mediation, the Administrator shall contact the Federal Mediation and Conciliation Service and request the appointment of a mediator to assist the parties in the local area in settling the dispute. The mediator shall have three (3) days from the date the matter is referred by the Administrator to mediate the dispute. The mediator shall submit by facsimile a report to the parties and the Administrator indicating whether the dispute has been resolved no later than the end of the three (3) day period. The report of the mediator shall not be submitted to a Plan Arbitrator.

Sec. 3. If the respective National and International unions of the disputing locals and the directly affected Employer are unable to resolve the dispute, any of the directly affected parties may request arbitration of the dispute, within five (5) days, from the date the matter is referred by the Administrator, by filing a notice to arbitrate with the Administrator, with copies to all directly affected parties. The Administrator will only honor a request to submit the matter to arbitration prior to the expiration of the five (5) day period if the requesting party has demonstrated that the International Representatives have met or attempted to meet with the local parties to resolve the matter or have been through the mediation process set forth in Section 2.

Sec. 4. Upon receipt of said notice, the Administrator shall send to all directly affected parties a list of impartial arbitrators knowledgeable about the construction industry, chosen by the JAC.

Sec. 5. The directly affected National and International Unions and the responsible contractor(s) will each have three (3) days in which to cross off the name of one arbitrator to which it objects, number the remaining names to indicate the order of preference and return the list to the Administrator. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual preference, the Administrator shall notify the parties of the arbitrator selected. If the parties are unable to select an arbitrator, the Administrator shall appoint the arbitrator.

Sec. 6. Upon his selection the Arbitrator, with the assistance of the Administrator, shall set and hold a hearing within seven (7) days. The Administrator shall notify the employer, and the

appropriate National and International Unions and Employer Associations by facsimile of the place and time chosen for the hearing. Said hearing shall be held in Washington, D C or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator. A failure of any party or parties to attend said hearing without good cause, as determined by the Administrator, shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

Sec. 7. The Arbitrator shall issue his decision within three (3) days after the case has been closed. The decision of the Arbitrator shall be final and binding on all parties to the dispute.

Sec. 8. In rendering his decision, the Arbitrator shall determine:

a) First whether a previous agreement of record or applicable agreement including a disclaimer agreement between the National or International Unions to the dispute governs;

b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;

c) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been perforated by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrators finds that a craft has improperly obtained the prevailing practice in the locality, through raiding the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

d) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

e) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the Industry, the interests of the consumer of the past practices of the employer shall not be ignored. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Sec. 9. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

Sec. 10. The Arbitrator is not authorized to award back pay or any other damages for a miss assignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.



Sec. 11. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties. An administrative fee, in accordance with the fee schedule established by the JAC, shall be paid to the Plan by the affected employer(s) if the employer(s) is not affiliated with any of the organizations signatory to this Agreement

Sec. 12. Any party to a dispute that has been arbitrated that believes the Arbitrator failed to address established criteria of Article V, Section 8, may request the JAC to consider an appeal. No appeal may be processed unless the Arbitrator's decision has been implemented.

Sec. 13. A request to consider an appeal from a final decision of a Plan Arbitrator shall be filed with the Administrator, with copies to the other parties to the dispute, within five (5) days of the date the Administrator transmitted the Arbitrator's decision. The request to consider an appeal shall include a copy of the Arbitrator's decision being appealed and a statement describing the basis of the claim that the Arbitrator failed to address the established criteria of Article V, Section 8. The other parties to the dispute shall have three (3) days to submit to the Administrator, with copies to the other parties, a response to the request for appeal.

Sec. 14. Once the submissions of the parties are complete, the Administrator shall distribute copies of the appeal to the members of the JAC that are not parties to the dispute. Within five days from receipt of the submissions, each member of the JAC shall notify the Administrator whether the appeal should be heard. If a majority of the JAC does not wish to consider the appeal, the decision of the Arbitrator shall be final and binding. If a majority of the JAC members believes the appeal has merit, the Administrator shall arrange for a meeting of the JAC, which may be by telephone conference, to consider the appeal. The sole issue to be considered on appeal is whether the Arbitrator failed to address the established criteria of Article V, Section 8.

Sec. 15. If the JAC determines that the Arbitrator failed to address the established criteria of Article V, Section 8, it shall remand the case to the Administrator to process for a hearing before a new Plan Arbitrator.

## **ARTICLE VI**

### **CONTINUATION OF WORK**

Sec. 1. During the existence of this Agreement, there shall be no strikes, work stoppages or picketing arising out of any jurisdictional dispute. Contractors and subcontractors shall make work assignments in accordance with the Obligations of the Employers as set forth in Article IX, and the Rules and Regulations of the Administrator. Members of organizations affiliated with the Department shall continue to work on the basis of their original assignment.

Sec. 2. Recognizing that it is in the best interests of the parties to this Agreement, the Department, on behalf of itself and the General Presidents of each of the affiliated National and International Unions, reaffirms its desire to eliminate work stoppages, slowdowns and other impediments to job progress and its intent to comply with the provisions of the Plan prohibiting jurisdictional strikes and agrees to enforce these provisions by direction and action of their respective National or International offices. In the event of a work stoppage, slowdown or other impediment to job progress, the employer may take the following course of action:



(a) The employer shall notify the Administrator or his designee of the alleged breach of this Article. Notice to the Administrator shall be by the most expeditious means available, with simultaneous notice by facsimile to the party alleged to be in violation and the involved National or International Union President(s). The National or International President(s) will immediately instruct, order and use the best effort of his office to cause the local union or unions to cease any violation of this article. A National or International Union complying with this obligation shall not be liable for unauthorized acts of its local union.

(b) Upon receipt of said notice, the Administrator or his designee shall select an arbitrator from a panel of arbitrators chosen by the JAC.

(c) Upon his selection, the Arbitrator shall hold a hearing within 24 hours if it is contended that the violation still exists.

(d) The Arbitrator, with the assistance of the Administrator, shall notify the employer, the local union(s), and the appropriate National or International Union(s) and Employer Association(s) by facsimile of the place and time he has chosen for this hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator, and shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance.

(f) The Arbitrator's decision may be enforced by the United States District Court for the District of Columbia or, for a dispute arising in Canada, the appropriate Canadian court as determined by the Administrator, upon the filing of this Agreement and all other relevant documents in the following manner: Any National or International Union, Employer or Employer Association whose affiliate was a party to the arbitration proceeding may notify the Administrator of the failure of any party to abide by the Arbitrator's decision. A copy of the notice shall be sent simultaneously to all other parties to the arbitration proceeding and appropriate National or International Union(s) Employers and Employer Association(s). If the Administrator determines that the Arbitrator's decision is not being implemented, he shall proceed to obtain a temporary order enforcing the Arbitrator's decision. Facsimile notice of the filing of such enforcement shall be given to all directly affected parties.

(g) All, parties signatory or stipulated to this Agreement, consent to the jurisdiction of the United States District Court for the District of Columbia or, for a dispute arising in Canada, the appropriate Canadian court as determined by the Administrator, for the purposes of enforcement of an arbitration decision rendered under this Article. In addition, in the proceedings to obtain a temporary order enforcing the arbitration decision, all parties to this Agreement waive the right to a hearing and agree that such proceedings to enforce an

arbitrator's decisions may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for final order of enforcement. The court's order(s) enforcing the Arbitrator's decision shall be served on all interested parties by hand, by facsimile, by delivery to their last known address or by registered mail.

(h) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(i) Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties. A party notifying the Administrator of the failure of another party to abide by an arbitrator's decision shall be responsible for the ongoing attorneys' fees, court costs and expenses incurred by the Administrator in seeking to enforce the arbitrator's decision. The notifying party shall thereafter be reimbursed for any such attorneys' fees, court costs and expenses incurred by the Administrator, by the party failing to abide by the Arbitrator's decision.

## **ARTICLE VII**

### **ENFORCEMENT**

Sec. 1. When the JAC has determined that an Employer or National or International Union is in violation of this Agreement, such Employer or National or International Union shall be denied a representative on any committee established by this Agreement during the period of violation, provided, however, that in accordance with Article IV, Section 5, an Employer who is not stipulated to this Plan shall not be entitled to resolution by an arbitrator of any dispute in which he is involved or to invoke any sanctions against any National or International Union.

Sec. 2. Any decision or interpretation rendered by an arbitrator shall be immediately accepted and complied with by all parties subject to this Agreement. If a party fails to accept and comply with a jurisdictional decision of an arbitrator or a ruling of the Administrator or the JAC, the Administrator may, with the approval of the JAC, proceed in the same manner as the enforcement of an arbitrator's decision set forth in Section 2 (f)-(i) of Article VI.

Sec. 3. It shall be a violation of this Agreement for any Local, National or International Union, Employer or Employer Association signatory or stipulated to this Agreement, to enter into any agreement, resolution or stipulation that (a) attempts to establish any jurisdiction which deviates from the spirit and intent of the Agreement and Rules and Regulations of the Plan; or (b) permits jurisdictional disputes between affiliates of the Department to be resolved by a single craft labor- management committee, provided the dispute involves stipulated contractors and can be processed under this Plan.

## **ARTICLE VIII**

### **LOCAL BOARDS**

Sec. 1. In any community or locality where a plan for the settlement of jurisdictional disputes has been recognized by the Department, it shall be used in the first instance to bring about an agreement, settlement or decision. However, any such local settlement, agreement or decision

may be appealed by any of the involved parties in accordance with Section 2 and 3 of this Article.

Sec. 2. The Administrator is empowered to refer to arbitration, in accordance with Article V, Sections 5-10, any appeal from a decision or ruling of a Local Board recognized under Section 1. The authority of the Administrator to refer a case to arbitration shall be discretionary. The Administrator is authorized, subject to the prior approval of the JAC, to prescribe rules as to the types of cases he will refer to arbitration.

Sec. 3. The Administrator shall have the authority to establish such procedural, regulations and administrative practices as may be required for the effective administration of this appeals procedure, subject to the prior approval of the JAC.

## **ARTICLE IX**

### **OBLIGATIONS OF THE PARTIES**

To the end that proper assignments of work are made by the Employer involved and that jurisdictional dispute between unions are settled under the terms of the Plan without interruptions of Work, it is therefore agreed as follows:

#### **Sec. 1. Obligations of the Employer**

(a) Each Employer or Employer Association stipulated to this Plan agrees that all cases, disputes or controversies involving jurisdictional disputes or assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder. A jurisdictional dispute is defined as a dispute between unions over the assignment of work and in which the Employer has an interest.

(b) Each Employer agrees that he shall continue to make work assignments in accordance with Article V, Section 8 and the Rules and Regulations of the Administrator.

Continued miss assignments by an Employer, as determined by the Administrator, shall be reported to the JAC which shall take such procedural or legal action against such Employer as it deems necessary and proper to effectuate the purposes of this Agreement.

(c) All participating Employer Associations shall inform their stipulated members, in writing, of their responsibility for the assignment of work in accordance with the Rules and Regulations of the Administrator.

(d) All participating Employer Associations shall encourage inclusion of work assignment training in all supervisory training programs.

(e) Each Employer who is bound by this Plan will use his best efforts to assure compliance with its terms by subcontractors engaged by the Employer on any construction job covered by the Plan.

#### **Sec. 2. Obligations of the Department and its Affiliated Unions**

(a) The Department and each of its affiliated unions agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with the decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder.

(b) The Department and each of its affiliated National and International Unions agree that the establishment or picket lines and/or the stoppage of work by reason of an Employer's assignment of work are prohibited. No Local Union of an affiliated National or International Union shall institute or post picket lines for jurisdictional purposes.

(c) In the event of a jurisdictional dispute, resulting in a work stoppage, strike, picket line or other interference of the work, a report of that fact shall be made by the Employer and/or the National or International Union immediately to the Administrator, to the Building and Construction Trades Department and to the appropriate Employer Association office for processing in accordance with Article VI of the Plan.

(d) In the event pickets are posted by any local trades council or any local or a National or International Union affiliated with the Department for jurisdictional purposes, the Department will immediately direct all National and International Unions to advise their affiliates to ignore such picketing and to continue to work. If in contravention of this Plan a jurisdictional work stoppage should occur, it is the intent of this Article that the work shall continue with the crafts cooperating to the maximum extent possible to enable job continuity.

(e) The Administrator shall send a monthly report to each General President, the President of the Department and to the executive heads of the signatory Employer Associations setting forth all information on jurisdictional disputes for that month. The report should include the location and job where the dispute occurred, the parties involved, the subject of the dispute and shall indicate whether any stoppage occurred or picket lines were established.

## **ARTICLE X**

### **NATIONAL ARBITRATION PANEL**

Sec. 1. National Arbitration Panels shall be established hereunder and shall be composed of three (3) arbitrators, knowledgeable in the construction Industry, appointed by the JAC.

Sec. 2.

(a) The JAC shall meet quarterly and among its other duties and responsibilities it shall, at each meeting, review the record of disputes filed with the Administrator and in particular shall review the record of decisions involving the same trades as submitted by the Administrator in accordance with Article IV, Section 6 hereof.

(b) A dispute will be declared repetitive by the JAC when in its judgment such dispute is disruptive to the industry or seriously jeopardizes the operational integrity of the Plan. All parties to the Plan may bring a dispute to the JAC for such determination. The JAC will develop such criteria and guidelines to determine what constitutes a repetitive dispute. The JAC will issue a written report to the party or parties who have requested a decision from the JAC involving the dispute referred for such consideration. The written report will be timely and



reflect the circumstances and criteria used by the JAC to determine whether or not said dispute is in fact considered repetitive.

(c) In the event the JAC declares a dispute to be repetitive, the JAC shall refer the matter to the National and International Unions involved for a period of not more than ninety (90) days during which time the Unions shall consult with the Employer Associations who represent Employers who have responsibility for that type of work. The Unions shall endeavor to reach a national agreement governing future jurisdiction. The Administrator shall assist the Unions and may appoint a mediator to facilitate settlement. If an agreement is reached, it shall be attested to by the Administrator and shall serve as a criterion for decisions in future disputes. Should the National and International Unions fail to reach an agreement within ninety (90) days, the Administrator shall refer the dispute to a National Arbitration Panel.

Sec. 3. In any case to go to a National Arbitration Panel, the Administrator shall notify all General Presidents of National and International Unions affiliated with the department and the signatory Employer Associations stating the controversy to be considered. Only directly affected parties as determined by the JAC shall be allowed to intervene. Thirty (30) days notice shall be given of the date set for the hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten (10) days prior to the hearing date.

Sec. 4. The National Arbitration Panel shall in every instance consider all pertinent evidence, including the criteria set forth in Article V, Section 8, and shall render a decision, if possible, within ten (10) days after the conclusion of the hearings. Copies of the National Arbitration Panel's decision shall be sent to all parties signatory to this Agreement. Decisions of the National Arbitration Panel shall be immediately recognized under the provisions of the Constitution of the Department and Article IX of this Plan. Decisions of the National Arbitration Panel shall be immediately accepted and compiled with by the disputing unions.

Sec. 5. In the event any party to a dispute fails to present its case within the stated time, the National Arbitration Panel shall, nevertheless, proceed with the case and make its decision on the basis of the evidence presented.

## **ARTICLE XI**

### **TECHNOLOGICAL CHANGES**

Sec. 1. The JAC shall establish a standing Technological Change Committee. The Committee shall concern itself with technological Changes in the building and construction Industry as they affect the jurisdiction of the various affiliated unions of the Building and Construction Trades Department. The Committee shall consist of ten members from the Building and Construction Trades Department and ten members from the signatory Employer Associations, respectively. The Committee shall select a chairman and a secretary.

Sec. 2. The Committee is authorized to establish subcommittees provided that there is equal representation of labor and management on each subcommittee. Each subcommittee shall elect a chairman and a secretary.

Sec. 3. The Committee shall study existing methods of construction and procedures as they relate to technological changes in the Industry and make recommendations to the JAC. The Committee may refer particular items to the crafts concerned who may establish



committees to determine craft jurisdiction and report their decisions to the Department and the signatory Employer Associations.

Sec. 4. The Committee shall submit a report of its activities, including reports from any subcommittees, quarterly to the JAC.

## **ARTICLE XII**

### **NATIONAL AGREEMENT'S REGARDING JURISDICTION**

Sec. 1. When national agreements regarding jurisdiction between National or International Unions have been negotiated; immediate notice of such agreements shall be given to the appropriate management groups. Prior consultation with such groups regarding the making of agreements between National or International Unions is desirable and should be carried on.

Sec. 2. National agreements entered into and properly signed by disputing National or International Unions shall be filed with the Administrator and attested by the Administrator. Such national agreements shall take effect prospectively and shall not apply to jobs in progress at the time of execution. "Jobs in process" means any construction contract upon which the date for submission of bids or proposals has passed.

## **ARTICLE XIII**

### **EFFECTIVE DATE, TERMINATION, CHANGE AND WITHDRAWAL**

Sec. 1. This Agreement shall take effect on June 1, 2011 and shall remain in force and effect and continue until such time as the Project Located at Nassau County, East Meadow New York, known as the Rehabilitation of the Aquatic Center project is issued final completion by the County, such end date is currently anticipated to be August 31, 2012 plus all time extensions duly issued by the County to obtain final completion of the project.

Sec. 2. If either the Department or any signatory Employer Association desires to change or terminate this Agreement it shall notify the other party in writing at least ninety (90) days before the anniversary date of this Agreement. When notice for change is given, the nature of the changes desired must be specified in the notice. This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

The Contractor 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 Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrades, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, 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 Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d) The Contractor shall make 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 Contractor 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 arbitrators 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, blue prints 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 F

Dover Section

THIS LICENSE AGREEMENT ("License" or "Agreement" or "License Agreement") made as of the date last executed by the parties (such date, the "Effective Date"), between the (i) County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting by and through the Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or "Department"), and (ii) Dover Gourmet Corporation, a New York corporation having its principal office at 27 St. Johns Place, Freeport, New York 11520 ("Licensee" or "Contractor").

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

WHEREAS, the property, building and facilities defined herein as the "Licensed Premises" are property under the jurisdiction and control of Parks;

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

WHEREAS, Parks issued Request for Proposals Number PK0505-2217 (the "RFP"), for the operation and management of food services at the Licensed Premises and operation and management of the Nickerson Beach Park Facilities (as such term is defined herein), resulting in the selection of Licensee;

WHEREAS, Licensee desires to operate and manage the Licensed Premises in accordance with the terms set forth herein;

WHEREAS, Parks and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises; and

WHEREAS, Licensee is willing to abide by and carry out the conditions and regulations of this Agreement which shall not be considered a lease, but merely a license, revocable on notice as provided herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I.

DEFINITIONS

1.1. As used throughout this License Agreement, the following terms shall have the meanings set forth below:

- (a) "County" shall mean the County of Nassau, its departments and political subdivisions.
- (b) "Commissioner" shall mean the Commissioner of the Nassau County Department of Parks, Recreation & Museums or his/her successor (as identified by the County) and his/her designee.
- (c) "Comptroller" shall mean the Comptroller of the County of Nassau.

- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage the Licensed Premises.
  - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to the Licensed Premises subsequent to the date of execution of this License.
  - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (g) "Substantial Completion" or "Substantially Complete" shall mean that Parks certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings approved by Parks, notwithstanding that minor work remains to be completed, and that the improvement may be utilized by the public.
- (h) "Final Completion" or "Finally Complete" shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that Parks certifies in writing that it has been finally completed and no further work is required by Licensee pursuant to this Agreement in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be liable for any claims related to construction performed by or on behalf of Licensee and shall be responsible for any obligations (including maintenance, repair and indemnity) set forth in the Agreement.
- (i) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the day before the anniversary of the Commencement Date in the following calendar year.
- (j) "Licensed Premises" shall mean the area on Exhibit A, so designated and any other improvements constructed thereon.
- (k) "Capital Improvements" shall mean all construction, reconstruction or renovation (including carpentry work, paint, and repairs of wall, floor, and ceiling surfaces, and other initial repair work performed at and around the Commencement Date) as per the Schedule to perform Capital Improvements described in Section IX and Schedule A hereto. Capital Improvements also include installation of all "Fixed Equipment", as that term is defined in this Section, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Licensed Premises. Licensee must secure written permission from Parks to perform any Capital Improvement on the Premises.
- (l)
  - (i) "Gross Receipts" shall include, without limitation, all funds received by, or accruing to, Licensee, without deduction or set-off of any kind, from all revenue producing activities, including but not limited to food, beverage and merchandise sales, equipment and

facility rental fees, toll booth collections, and catering sales as may be specifically allowed hereunder or approved by Parks, and directly related to and derived from Licensee's activities at the Licensed Premises provided that Gross Receipts shall exclude: (x) the amount of any Gratuities/service or administrative charges, and federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues; (y) deposits actually refunded for cancelled events; (z) County Leisure Pass Fees; and (zz) Non-commissionable County Events. Gross Receipts

shall include all funds received for orders placed with Licensee or made outside or away from the Licensed Premises for services to be rendered at the Licensed Premises. All sales made or services rendered by Licensee from the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place and although delivery of services rendered from Licensed Premises may be made at a location other than at the Licensed Premises.

For purposes of this subsection:

(a) With respect to non-catered restaurant services, a "Gratuity" shall mean a customer payment that: (i) is specifically designated or otherwise indicated by the customer as a gratuity, or purports to be a gratuity, and (ii) Licensee receives and pays over in total to its employees who are primarily engaged in the serving of food or beverage to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a "food service worker" pursuant to NY Labor Law §652(4). Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries, and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

(b) With respect to catered events, a "Gratuity" or service/administrative charges shall be an amount no greater than 20% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee's customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees who actually provide services at the event, and who are primarily engaged in the serving of food or beverages to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel, and similar staff. "Regular Salary" for purposes of subsections (a) and (b) shall mean the set hourly wage for the applicable employee. Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to



their Regular Salaries, and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

- (ii) Gross Receipts shall also include all sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement with Licensee as provided in Section 17 herein, and shall include Licensee's income from rental and sublicense or subcontracting fees and commissions ("Commissions") received by Licensee in connection with all services provided by Licensee's subcontractors or sub-licensees, or instructors functioning as independent Licensees at the Licensed Premises.
- (iii) Gross Receipts shall include sales made for cash or credit (credit sales shall be included in gross receipts as of the date of the sale, however any credit card fees charged by a credit card company shall be deducted from said credit card Gross Receipts), it being the distinct intention and agreement of the parties that all sums paid to Licensee from all sources from the operation of this License shall be included in Gross Receipts. No deduction or exclusion from Gross Receipts shall be made for commissions paid to credit card companies, to collection agencies, or to other outside parties engaged to assist in the collection of accounts receivable.
- (m) "Special Events" shall mean private functions (e.g., reservation of the Licensed Premises through Licensee by third parties, including for fairs, sporting events / tournaments, festivals, fraternal / service / trade organization events, "ethnic" celebrations, community celebrations, carnivals, and large corporate events) at the Licensed Premises. Licensee shall submit to Parks for its prior approval, which approval shall not be unreasonably withheld, plans for any such Special Events at the Licensed Premises which are reasonably expected to attract more than thirty attendees or which will result in the closing of the Licensed Premises to the public during regular hours of operation. Licensee shall, at its sole cost and expense, provide security for any Special Events as necessary.
- (n) "Catering" shall mean all indoor or outdoor private catered functions (e.g., reservation of the Licensed Premises through Licensee by third parties, including: picnics, business and corporate meetings and functions, weddings, bar mitzvah and bat mitzvah, Sweet "16" parties, reunions and anniversary celebrations) at the Licensed Premises. Such services shall also include the provision of entertainment and equipment rentals (e.g., tents, DJs, tables, chairs, merchandise, bounce houses, etc.). Licensee shall submit to Parks for its prior approval, which approval shall not be unreasonably withheld, plans for any such Catering event at the Licensed Premises which are reasonably expected to attract more than thirty attendees or which will result in the closing of a portion or the entire

Licensed Premises to the public during regular hours of operation. Licensee shall, at its sole cost and expense, provide security for any Catering events.

- (o) "Banquet Catering" shall mean large indoor private banquet catering functions (e.g., reservation of the Licensed Premises through Licensee by third parties, including for weddings, bar mitzvah and bat mitzvah, Sweet "16" parties, and anniversary celebrations) at the Licensed Premises. Licensee shall submit to Parks for its prior approval, which approval shall not be unreasonably withheld, plans for any such Banquet Catering event at the Licensed Premises which are reasonably expected to attract more than thirty attendees or which will result in the closing of the Licensed Premises to the public during regular hours of operation. Licensee shall, at its sole cost and expense, provide security for any Banquet Catering events.
- (p) "Nickerson Beach Park Facilities" shall mean the cabanas, lockers, concession structures, pools, camp sites, dog park, courts, athletic fields, pitch and putt golf course, parking toll booths, and all other structures and facilities in that portion of the Licensed Premises located at Nickerson Beach Park from the Lido Boulevard fence to the dune line of the ocean. For clarity, any references to the "Licensed Premises" shall include the Nickerson Beach Park Facilities unless specifically provided otherwise.
- (q) "County Events" shall mean County administered events at the Licensed Premises.

## II.

### GRANT OF LICENSE

- 2.1 (a) County hereby grants to Licensee, and Licensee hereby accepts from County, throughout the Term (including during the off-season, as applicable) an exclusive License to provide concessions (collectively, "Parks Concessions") as follows: (i) operate snack bars, dining rooms and dining room service, mobile trucks, food and beverage service, golf cart food, vending machines, cafeterias, restaurants, Special Events, Catering, Banquet Catering, County Events (subject to exclusions in Exhibit A), picnic catering, and event entertainment (the "Food and Beverage Concessions") at the Licensed Premises (excluding farmers' markets) for, without limitation, the sale of hot and cold foods, beverages, candy and ice cream products, sundry items, and, where applicable, cabana service for the accommodation, enjoyment and convenience of the public, all subject to and in accordance with the terms and conditions contained herein; and (ii) operate, maintain, and staff the Nickerson Beach Park Facilities, except the County will retain exclusive use, access and operation of the fueling station, Licensee and County will share use of the building adjacent to the fueling station, and County reserves the right to occupy space as mutually agreed to by the County and Licensee to collect County Leisure Pass Fees of which County shall retain all revenue (the "Nickerson Concessions"). Except as otherwise expressly provided herein, Licensee shall have an exclusive license throughout the Term to operate and provide Parks Concessions at the Licensed Premises, subject to Section 2.1(b) herein. County will enforce this

exclusivity at the Licensed Premises.

(b) Nothing contained herein shall prevent persons visiting the Licensed Premises from either preparing their own food or purchasing their own prepared food off-premises for use at the Licensed Premises; however, no outside contractor, caterer or other entity will be permitted to operate, or sell (off-load / deliver) food or beverage products and ice cream at the Licensed Premises unless the Licensed Premises are closed. Moreover, County shall preclude patrons of all County pools (both indoor and outdoor) and Mitchel Athletic Stadium from bringing food and beverages into the facilities during the hours of operation by the Licensee. All Special Event and picnic permits issued by the County will clearly state that the Licensee is the only authorized food service caterer permitted to operate within the Licensed Facilities. Licensee may be open during the operating hours at the Licensed Premises and shall coordinate the hours of operation for each of the Licensed Premises with the Commissioner. Further, Licensee shall work closely with "International Night" providers. Upon Parks request, Licensee will work with concert performers to provide certain items pursuant to such performers contracts with the County at no additional compensation.

(c) Licensee may subcontract food services and other services related to the operation, maintenance and staffing of the Licensed Premises to other vendors with prior written approval by the County, provided that the Licensee remits to the County the same percentage of all sales made by subcontractors as if they were sold by Licensee under this License Agreement.

- 2.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and county laws, rules, regulations and orders which are or may become necessary to lawfully operate the Licensed Premises in accordance with the terms of the License and submit copies of same to County. Whenever any act, consent, approval or permission is required of the County or Parks under this License, the same shall be valid only if it is in writing and signed by a duly authorized representative of Parks.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Premises only so long as Licensee is in compliance with each and every term and condition in this License and so long as this License is not terminated by the County.
- 2.4 The Parks Concessions granted herein pertain solely to the Licensed Premises. In the event a new facility is built at the Licensed Premises during the Term hereof, Licensee shall have the right to provide Parks Concessions at said new facility upon the same terms and conditions as provided in this License Agreement.
- 2.5 As described in Section 2.1 above, Parks reserves the right to occupy space to collect Leisure Pass fees. Parks may place staff at the Nickerson Beach Park Facilities as appropriate to collect such fees. Alternatively, at Parks direction, Licensee may collect Leisure Pass fees on the County's behalf and remit the entire amount of collected Leisure pass fees to the County. Under no circumstance shall

Licensee retain any percentage of such collected Leisure Pass fees or otherwise be compensated to collect such fees. County shall set the fees to be paid by the public for the Nickerson Beach Park Facilities.

### III.

#### TERM OF LICENSE

- 3.1 This License term shall commence on June 9, 2022 (the "Commencement Date") and, unless terminated earlier as herein provided, shall terminate on June 8, 2032 (the "Term"), with an option to extend the Term for an additional period of two (2) years upon the reasonable mutual agreement of the Licensee and the County and subject to approval by the Rules Committee of the County Legislature.
- 3.2 Termination for Convenience by Parks. Notwithstanding any language contained herein, this License is terminable at will by the County in its sole and absolute discretion, at any time, which termination shall not be exercised in an arbitrary or capricious manner. Such termination shall be effective thirty (30) days after written notice is sent to Licensee. Parks, the County, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Parks as provided for herein. In the event such notice is not given, this License shall terminate as described in Section 3.1 of this agreement.
- 3.3 Termination for Cause. Parks may terminate this License for cause as follows:
- (a) Should Licensee breach or fail to comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, County may in writing order Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that Licensee fails to comply with such written notice within thirty (30) days from the receipt thereof, subject to unavoidable delays beyond the reasonable control of Licensee, then this License shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, County, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.

The following shall constitute events of default for which this License may be terminated on one-day notice: (i) appointment of any receiver of Licensee's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; and/or (vi) should any principal of Licensee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:  
    Justin Rogers (Name)  
    1631 Mesa Ave. Copper Building Suite C Colorado Springs, CO 80906 (Address)  
    (719) 510-0205 (Telephone Number)
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the Event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ (HAS) X (HAS NOT) 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 Contractor, describe below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ (HAS) X (HAS NOT) been commenced against or relating to the Contractor 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. Contractor 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.

10/3/2023  
Dated

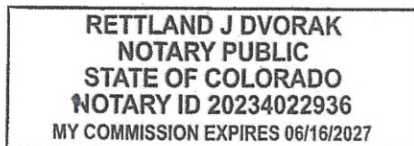
Justin Rogers  
Signature of Chief Executive Officer

Justin Rogers  
Name of Chief Executive Officer

Sworn to before me this

3<sup>rd</sup> day of October, 2023.

[Signature]  
Notary Public





## Nassau County Interim Finance Authority

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

**1. Vendor: T20 World Cup USA Incorporated**

**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: to Upon execution by County Executive to 7/31/24**

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:**

Purpose: T20 USA has been granted the hosting rights for a number of matches of the 2024 International Cricket Council's (ICC) Men's T20 World Cup tournament to include professional international cricket teams and to be hosted in the US and West Indies. The Use and Occupancy permit will grant ICC to utilize a portion of 19 acres of Field 6 located at Eisenhower Park to construct a temporary regulation cricket ground (aka Main Pitch) for the tournament scheduled for June 2024. ICC will also construct two Practice Pitches at Cantiague Park and a site to be determined. T20 USA shall pay for all necessary costs and expenses, including, but not limited to construction, maintenance, advertising, signage, parking, shuttle services, Event staffing, maintenance personnel and security.

**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

10/04/2023

**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:** T20 World Cup USA Inc.

**CONTRACTOR ADDRESS:** 1631 Mesa Ave, Copper Bldg, Suite C, Colorado Springs, CO 80906

**FEDERAL TAX ID #:** 932723688

**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.*

P.P.



**Darcy A. Belyea, Commissioner**

10/4/23

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:  
Justin Rogers [JUSTIN.ROGERS@T20WORLDCUP.COM]

---

Dated: 09/21/2023 12:11:15 pm

Vendor: T20 World Cup USA Inc

Title: 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: Justin Rogers  
Date of birth: 07/30/1976  
Home address: 422 Easy Hills Rd

|          |                         |                               |           |                     |              |
|----------|-------------------------|-------------------------------|-----------|---------------------|--------------|
| City:    | <u>Colorado Springs</u> | State/Province/<br>Territory: | <u>CO</u> | Zip/Postal<br>Code: | <u>80909</u> |
| Country: | <u>US</u>               |                               |           |                     |              |

Business Address: 1631 Mesa Ave. Copper Building

|            |                         |                               |           |                     |              |
|------------|-------------------------|-------------------------------|-----------|---------------------|--------------|
| City:      | <u>Colorado Springs</u> | State/Province/<br>Territory: | <u>CO</u> | Zip/Postal<br>Code: | <u>80906</u> |
| Country:   | <u>US</u>               |                               |           |                     |              |
| Telephone: | <u>16506653950</u>      |                               |           |                     |              |

Other present address(es):

|            |                         |                               |           |                     |              |
|------------|-------------------------|-------------------------------|-----------|---------------------|--------------|
| City:      | <u>Colorado Springs</u> | State/Province/<br>Territory: | <u>CO</u> | Zip/Postal<br>Code: | <u>80906</u> |
| Country:   | <u>US</u>               |                               |           |                     |              |
| Telephone: | <u>17195109295</u>      |                               |           |                     |              |

List of other addresses and telephone numbers attached

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

|                         |                   |             |         |
|-------------------------|-------------------|-------------|---------|
| President               | <u></u>           | Treasurer   | <u></u> |
| Chairman of Board       | <u></u>           | Shareholder | <u></u> |
| Chief Exec. Officer     | <u>07/15/2023</u> | Secretary   | <u></u> |
| Chief Financial Officer | <u></u>           | Partner     | <u></u> |
| Vice President          | <u></u>           |             |         |
| (Other)                 | <u></u>           |             |         |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Justin Rogers , 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, Justin Rogers , 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**

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T20 World Cup USA Inc.

Name of submitting business

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

Justin Rogers JUSTIN.ROGERS@T20WORLDCUP.COM

CEO

Title

09/26/2023 10:56:48 am

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter Hutton  
Date of birth: 03/22/1966  
Home address: 252 East Oakwood Boulevard

|          |                     |                               |           |                     |              |
|----------|---------------------|-------------------------------|-----------|---------------------|--------------|
| City:    | <u>Redwood City</u> | State/Province/<br>Territory: | <u>CA</u> | Zip/Postal<br>Code: | <u>94061</u> |
| Country: | <u>US</u>           |                               |           |                     |              |

Business Address: 1631 Mesa Ave. Copper Building

|            |                         |                               |           |                     |              |
|------------|-------------------------|-------------------------------|-----------|---------------------|--------------|
| City:      | <u>Colorado Springs</u> | State/Province/<br>Territory: | <u>CO</u> | Zip/Postal<br>Code: | <u>80906</u> |
| Country:   | <u>US</u>               |                               |           |                     |              |
| Telephone: | <u>16506653950</u>      |                               |           |                     |              |

Other present address(es):

|            |           |                               |  |                     |  |
|------------|-----------|-------------------------------|--|---------------------|--|
| City:      |           | State/Province/<br>Territory: |  | Zip/Postal<br>Code: |  |
| Country:   | <u>US</u> |                               |  |                     |  |
| Telephone: |           |                               |  |                     |  |

List of other addresses and telephone numbers attached

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

|                         |                   |             |                   |
|-------------------------|-------------------|-------------|-------------------|
| President               |                   | Treasurer   |                   |
| Chairman of Board       | <u>05/05/2023</u> | Shareholder |                   |
| Chief Exec. Officer     | <u>07/15/2023</u> | Secretary   | <u>07/15/2023</u> |
| Chief Financial Officer |                   | Partner     |                   |
| Vice President          |                   |             |                   |
| (Other)                 |                   |             |                   |

3. Do you have an equity interest in the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Peter Hutton , 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, Peter Hutton , 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.

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T20WorldCupUSAIncorporated

Name of submitting business

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

Peter Hutton PETER@BROADREACHMEDIA.TV

Chairman

Title

09/26/2023 05:22:55 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: 09/25/2023

1) Proposer's Legal Name: T20 World Cup USA Inc.

2) Address of Place of Business: 1631 Mesa Ave.

City: Colorado Springs State/Province/  
Territory: CO Zip/Postal  
Code: 80906

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/  
Territory: \_\_\_\_\_ Zip/Postal  
Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Office space is provided by the El Pomar Foundation in Colorado Springs at no charge as a gift-in-kind to local non-profit organizations.

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 932723688

6) The proposer is a: Other (Describe) Federal Tax Exempt - 501c3

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

T20 World Cup USA Inc does share office space with the National Collegiate Hockey Conference

- 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.

Conflict of Interest:

An Official may not use his/her position or his/her activities with T20 World Cup USA Inc to advance his personal interests or those of any relative, friend or acquaintance. (While arising directly or through a related third party.)

Any official found to be in violation of this policy will be subject to immediate termination.

- 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 ☒

Is the proposer an individual?

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

- i) Date of formation;

05/03/2023

- 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.

None as the company is a not-for-profit entity and any revenues will be used for the purposes of developing cricket in the USA.

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

Peter Hutton - 252 East Oakwood Boulevard, Redwood City, 94061 - Board Chair  
Justin Rogers - 422 East Hills Rd. Colorado Springs, CO 80909- CEO

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

1

- vi) Annual revenue of firm;

0

- vii) Summary of relevant accomplishments

The Proposer is currently establishing its operations to perform the services in line with its Host Agreement with the ICC pursuant to which the company is contracted to deliver the US matches as part of the ICC Men's T20 World Cup 2024. The ICC has overseen the delivery by event hosts of ICC events globally for over [30] years.

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

- B. Indicate number of years in business.

1

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

The Proposer is currently establishing its operations to perform the services in line with its Host Agreement with the ICC pursuant to which the company is contracted to deliver the US matches as part of the ICC Men's T20 World Cup 2024. The ICC has overseen the delivery by event hosts of ICC events globally for over [30] years

- 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        | Chase Bank               |                          |    |
| Contact Person | Raphael Romo             |                          |    |
| Address        | 402 N Tejon St           |                          |    |
| City           | Colorado Springs         | State/Province/Territory | CO |
| Country        | US                       |                          |    |
| Telephone      | (719) 216-0636           |                          |    |
| Fax #          |                          |                          |    |
| E-Mail Address | raphael.r.romo@chase.com |                          |    |

|                |                            |                          |    |
|----------------|----------------------------|--------------------------|----|
| Company        | ICC America                |                          |    |
| Contact Person | Fara Gorski                |                          |    |
| Address        | 1631 Mesa Ave. Suite B     |                          |    |
| City           | Colorado Springs           | State/Province/Territory | CO |
| Country        | US                         |                          |    |
| Telephone      | (719) 433-8096             |                          |    |
| Fax #          |                            |                          |    |
| E-Mail Address | fara.gorski@iccamerics.com |                          |    |

|                |                                 |                          |    |
|----------------|---------------------------------|--------------------------|----|
| Company        | Hogan Lovells US LLP            |                          |    |
| Contact Person | Siobhan Rausch                  |                          |    |
| Address        | 555 Thirteenth Street, NW       |                          |    |
| City           | Washington                      | State/Province/Territory | DC |
| Country        | US                              |                          |    |
| Telephone      | (202) 637-5600                  |                          |    |
| Fax #          | (202) 637-5910                  |                          |    |
| E-Mail Address | siobhan.rausch@hoganlovells.com |                          |    |



I, Justin Rogers , 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, Justin Rogers , 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.

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Name of submitting business: T20 World Cup Inc.

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

Justin Rogers JUSTIN.ROGERS@T20WORLDCUP.COM

CEO

Title

09/27/2023 01:31:18 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: T20 World Cup USA Inc

Address: 1631 Mesa Ave.

City: Colorado Springs State/Province/Territory: CO Zip/Postal Code: 80906

Country: US

2. Entity's Vendor Identification Number: 93 2723688

3. Type of Business: Other (specify) Federal Tax Exempt - 501c3

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):

1 File(s) uploaded: T20 Board of Directors.pdf

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.

Company is a 501c3 no shareholders, members or partners.

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):

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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.

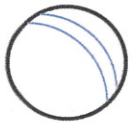
Electronically signed and certified at the date and time indicated by:

Justin Rogers [JUSTIN.ROGERS@T20WORLD CUP.COM]

Dated: 09/26/2023 12:34:15 pm

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



# T20 WORLD CUP USA

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9/21/2023

The following individuals serve as Board of Directors for T20 World Cup USA Inc.

Peter Hutton - Chair

Sunil Gulati

Catherine Carlson