



Certified: --

**E-72-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE  
LEGISLATURE APRIL 1, 2024 2:55PM

**NIFS ID: CLPK24000004**

Capital:

Contract ID #: CQPK21000018-02

NIFS Entry Date: 03/29/2024

**Department: Parks**

Service: extend contract term.

Term: 10 year term of the Term Commencement date

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
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>

<b>Vendor/Municipality Info:</b>	
Name: <b>Globall Sports Center Nassau LLC.</b>	ID#: <b>862975671</b>
Main Address: <b>6 Town Path Glen Cove, NY 11542</b>	
Main Contact: <b>Peter Zaratina</b>	
Main Phone: <b>(516) 903-3552</b>	

<b>Department:</b>
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:** Amended Term: The original term of the Permit commenced October 2022 for a period of 10 years with the option to renew for one (1) additional five (5) year term. The County and Globall mutually agree to amend the Original Permit to include an additional 10 year term followed by an additional five (5) year renewal option. Also, additional Capital Improvements include Globall to be solely responsible for all costs associated with sewer and utility connections to any and all structures on the Premises and storm water drainage systems for Fields 5, 6, and 7. Amended Section 1.1 of the Original Permit to include installation of synthetic turf fields on Fields 5, 6, and 7.

**Procurement History:** RFP #PK0916-1956. Issued September 16, 2019. Original agreement attached

**Description of General Provisions:** Description of General Provision:

Amended Term: The original term of the Permit commenced October 2022 for a period of 10 years with the option to renew for one (1) additional five (5) year term. The County and Global mutually agree to amend the Original Permit to include an additional 10 year term followed by an additional five (5) year renewal option. Also, additional Capital Improvements include Global to be solely responsible for all costs associated with sewer and utility connections to any and all structures on the Premises and storm water drainage systems for Fields 5, 6, and 7. Amended Section 1.1 of the Original Permit to include installation of synthetic turf fields on Fields 5, 6, and 7.

**Impact on Funding / Price Analysis:** None

**Change in Contract from Prior Procurement:** Additional capital improvements

**Method of Source Selection:**

☒ Contract amendment, extension, or renewal

Contract originally executed on: 10/01/2022

Original procurement method: RFP #PK0916-1956

**MWBE Participation:**

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:**

☒ 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.

**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	02	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

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

# Routing Slip

Department			
NIFS Entry	Patti Buffolino	03/29/2024 02:51PM	Approved
NIFS Final Approval	Linda Barker	03/29/2024 03:02PM	Approved
Final Approval	Linda Barker	03/29/2024 03:02PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	03/29/2024 04:15PM	Approved
RE & Insurance Verification	Grady Farnan	03/29/2024 03:22PM	Approved
NIFS Approval	Mary Nori	03/29/2024 05:23PM	Approved
Final Approval	Mary Nori	03/29/2024 05:23PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/29/2024 03:16PM	Approved
NIFA Approval	Irfan Qureshi	03/29/2024 03:18PM	Approved
Final Approval	Irfan Qureshi	03/29/2024 03:18PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/01/2024 10:41AM	Approved
DCE Compliance Approval	Robert Cleary	04/01/2024 10:57AM	Approved
Vertical DCE Approval	Arthur Walsh	04/01/2024 11:12AM	Approved
Final Approval	Arthur Walsh	04/01/2024 11:12AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	04/01/2024 02:52PM	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. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY PERMIT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND GLOBAL SPORTS CENTER NASSAU, LLC.

WHEREAS, the County has negotiated a use and occupancy permit with Global Sports Center Nassau, LLC., to authorize the use of the county owned premises for filming, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the permit with Global Sports Center Nassau, LLC.

## AMENDMENT NO. 1

THIS AMENDMENT, dated on the 15 day of April, 2024 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the Department of Parks, Recreation & Museums having its principal office at administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or the "Department"), and (ii) **Globall Sports Center – Nassau LLC.**, with offices at 6 Town Path, Glen Cove, New York 11542 (the "Permittee" or "Operator").

### W I T N E S S E T H:

WHEREAS, pursuant to County permit between the County and the Permittee, executed on behalf of the County on the 4<sup>th</sup> day of October, 2022 (the "Original Permit"), the County permits the Permittee the non-exclusive right to use and occupy the Premises as more fully described in the Original Permit; and

WHEREAS, the Premises in the Original Permit was restricted to the Butler Building and Field 5 as depicted in Exhibit A-2 (the "Premises"); and

WHEREAS, the County and Permittee mutually agree to amend the Original Permit so that the Premises will be expanded to consist of the Butler Building and fields 5, 6 and 7 as depicted in amended Exhibit A-2, and

WHEREAS, the Term of the Original Permit commenced October 2022 was for a period of Ten (10) years with the option to renew for one (1) additional five (5) year terms ("the Original Term"); and

WHEREAS, the County and the Permittee mutually agree to amend the Original Permit so that the Term of the Agreement includes an additional ten (10) year term followed by an additional five (5) year renewal option; and

WHEREAS, the County and Permittee mutually agree to amend the license fee structure, and

WHEREAS, the County and Permittee mutually agree to amend the Original Permit so that Permittee is solely responsible for all costs associated with sewer connections to any and all structures on the Premises and storm water drainage systems for Fields 5, 6 and 7.

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

### 1. DEFINITIONS

Section 1.1.(p) is amended to read as follows:

"Facilities" shall mean the "Butler Building" the completed synthetic turf field on Field 5, bathrooms, lobby area and encompassing Air-Supported Structures as detailed in article XVIII,

and the completed synthetic turf fields on Fields 6 and 7.

2. RIGHT TO OPERATE/GRANT OF AGREEMENT.

Section 2.1. is amended to read as follows:

The County does hereby grant to Operator the non-exclusive right, privilege and license to construct the Facility and to use, occupy, operate, maintain and manage the Premises subject to and in accordance with the provisions set forth in this Agreement. It is expressly understood and agreed that no real property is leased to Operator as a result of this Agreement and that no landlord-tenant relationship exists between the County and the Operator. The Premises shall be restricted to the areas depicted in Exhibit "A-2", as revised hereto which shall now include the Butler Building, Fields 5, 6 and 7, and the Operator shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.

3. TERM OF AGREEMENT.

Section 3.1(b). is amended to read as follows:

This Agreement may be extended for one additional ten (10) year term, followed by an option to renew for an additional five (5) year term. All extensions and renewal options shall require the mutual consent of the parties, which consent shall not be unreasonably withheld, subject to a written amendment signed by the County Executive, provided that the Operator delivers written notice to the County of the exercise of such renewal option to the County no more than twelve (12) months - and no less than ninety (90) days prior to the expiration of the Agreement and, at such time as Operator delivers notice of election to extend the Term: (i) this Agreement is in full force and effect, (ii) Operator is not in default of any of the material terms, covenants or conditions of the Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) Operator is in possession of the Premises (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement). If Operator shall validly exercise its extension option(s), the Agreement so extended shall be on the same terms, conditions and covenants as during the initial Term.

4. License Fees.

Section 4.1(a). is amended to read as follows:

The Operator shall pay the County license fees pursuant to the attached scheduled fee structure. (See attached Exhibit "License Fee Structure")

5. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE PREMISES.

Section 10.7 shall be incorporated to read as follows:

Section 10.7 Infrastructure Expenditures

The Operator, at its sole cost and expense, shall design, install and construct any and all connections between any and all respective drainage and/or waste removal/disposal systems including but not limited to, sewer and dry well hookups, (collectively referred to as "Infrastructure Expenditures") which are necessary for the proper use, occupancy, operation, maintenance and management of the Premises.

A) Operator 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. All plans and specifications provided by the Operator 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 facilities were constructed in accordance with the approved plans and specifications.
- ii) Operator agrees to retain, hire and compensate a third-party engineer consultant of the County's choosing to review all site plans. plans and specifications required to be approved for facilities constructed under this Agreement including but not limited to:
  - (1) Associated utility connections, equipment and facilities;
  - (2) Required Permits from NYS
  - (3) Modifications made to existing drainage and irrigation systems;
  - (4) All ancillary and support temporary structures; and
  - (5) Vehicular and pedestrian traffic control plans

#### 6. REQUIRED CAPITAL IMPROVEMENTS/ALTERATIONS.

Section 18.1 is amended to include as follows:

Operator shall be obligated to expend, at its sole expense, an amount of not less than Eight Million (\$8,000,000.00) Dollars in improvements to Butler Building, Fields 5, 6, and 7. Attached hereto as Exhibit "C" are details of the various Capital Improvements.


- a) **Apprenticeship Training Program:** Operator 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.
- b) In the Event the improvements cover an area greater than an acre of land Operator may need to obtain New York State storm water approvals and permits.



7. Department Of Interior Approval: the Parties acknowledge that this Agreement shall be subject to and contingent upon the written approval of the United States Department of Interior.
8. FULL FORCE AND EFFECT. All other terms and conditions of the Original Permit not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Permit.

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

GLOBAL SPORTS CENTER – NASSAU LLC.

By: 

Name: PETER ZAPATIN

Title: CEO

Date: 3/28/24

NASSAU COUNTY

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

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

Title: County Executive  
Deputy County Executive

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

PLEASE EXECUTE IN INK

STATE OF NEW YORK)

)ss.:  
COUNTY OF Nassau)

On the 28<sup>th</sup> day of March in the year 2024 before me personally came  
PETER ZARATIN 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 Super Express Service, Inc. DBA Moving Doctor. the corporation  
described herein and which executed the above instrument; and that he or she signed his or her name  
thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

VIKRAM S RANA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RA6376926  
Qualified in Suffolk County  
My Commission Expires 06-25-2026

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ 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 Nassau; that he or she is a Deputy County Executive of the  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

NOTARY PUBLIC

PLEASE EXECUTE IN INK

## **SCHEDULE "A" – Inventory and Description of Assets**

Field 6 – est. \$3,200,000

- Installation of an 80,000 sq/ft synthetic turf field
  - o Including required field drainage
- Installation of LED field lighting
- Reinstallation of perimeter fencing
- Utility connection from existing Butler Building
- Digital scoreboard

Field 7 – est. \$1,300,000

- Installation of an 80,000 sq/ft synthetic turf field
  - o Including required field drainage
- Installation of LED field lighting
- Installation of perimeter fencing

## County Usage

<b>FIELD 6</b>	<b>FIELD 7</b>
<b>January</b>	<b>January</b>
<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>	<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>
<b>Sat - Sun: 7a - 11a</b>	<b>Sat - Sun: 7a - 11p</b>
<b>February - June</b>	<b>February - May</b>
<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>	<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>
<b>Sat - Sun: 7a - 11a</b>	<b>Sat - Sun: 7a - 11a</b>
<b>July - August</b>	<b>June</b>
<b>Mon - Fri: 7a - 10a   9p - 11p</b>	<b>Mon - Fri: 7a - 6p</b>
<b>Sat - Sun: 7a - 11a</b>	<b>Sat - Sun: 7a - 11a</b>
<b>September - November</b>	<b>July</b>
<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>	<b>Mon - Fri: 7a - 8:30a   4p - 7p</b>
<b>Sat - Sun: 7a - 11a</b>	<b>Sat - Sun: 7a - 11a</b>
<b>December</b>	<b>August</b>
<b>Mon - Fri: 7a - 10a   2:30p - 5p</b>	<b>Mon - Fri: 6p - 8p</b>
<b>Sat - Sun: 7a - 11a</b>	<b>Sat: 9a - 1p   6p - 8p   Sun: 7a - 11a</b>
	<b>September - November</b>
	<b>Mon - Fri: 10a - 3p   Mon, Wed, Fri: 6p - 7p</b>

### Exhibit "License Fee Structure"

Term	BUTLER, FIELD 5, 6, & 7		
	Annual Rent	Monthly Rent	Gross Receipts
Build Year (0)	\$ 180,000	\$ 15,000	1.0%
2025 (1)	\$ 225,000	\$ 18,750	2.5%
2026 (2)	\$ 225,000	\$ 18,750	2.5%
2027 (3)	\$ 225,000	\$ 18,750	2.5%
2028 (4)	\$ 225,000	\$ 18,750	2.5%
2029 (5)	\$ 225,000	\$ 18,750	2.5%
2030 (6)	\$ 258,750	\$ 21,563	2.5%
2031 (7)	\$ 258,750	\$ 21,563	2.5%
2032 (8)	\$ 258,750	\$ 21,563	2.5%
2033 (9)	\$ 258,750	\$ 21,563	2.5%
2034 (10)	\$ 258,750	\$ 21,563	2.5%
2035 (11)	\$ 297,563	\$ 24,797	3.5%
2036 (12)	\$ 297,563	\$ 24,797	3.5%
2037 (13)	\$ 297,563	\$ 24,797	3.5%
2038 (14)	\$ 297,563	\$ 24,797	3.5%
2039 (15)	\$ 297,563	\$ 24,797	3.5%
2040 (16)	\$ 342,197	\$ 28,516	3.5%
2041 (17)	\$ 342,197	\$ 28,516	3.5%
2042 (18)	\$ 342,197	\$ 28,516	3.5%
2043 (19)	\$ 342,197	\$ 28,516	3.5%
2044 (20)	\$ 342,197	\$ 28,516	3.5%
5-year renewal option			
2045 (21)	\$ 393,526	\$ 32,794	5.0%
2046 (22)	\$ 393,526	\$ 32,794	5.0%
2047 (23)	\$ 393,526	\$ 32,794	5.0%
2048 (24)	\$ 393,526	\$ 32,794	5.0%
2049 (25)	\$ 393,526	\$ 32,794	5.0%

Exhibit A-2





## Nassau County Interim Finance Authority

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

**1. Vendor: Globall Sports Center Nassau LLC.**

**2. Amount requiring NIFA approval: \$0.01**

**Amount to be encumbered: \$0.01**

Slip Type: Amendment

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 10 year term of the Term Commencement date**

Has work or services on this contract commenced? Yes

If yes, please explain: Services have been on-going from previous agreements. Capital work has yet to commence.

**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:**

Amended Term: The original term of the Permit commenced October 2022 for a period of 10 years with the option to renew for one (1) additional five (5) year term. The County and Globall mutually agree to amend the Original Permit to include an additional 10 year term followed by an additional five (5) year renewal option. Also, additional Capital Improvements include Globall to be solely responsible for all costs associated with sewer and utility connections to any and all structures on the Premises and storm water drainage systems for Fields 5, 6, and 7. Amended Section 1.1 of the Original Permit to include installation of synthetic turf fields on Fields 5, 6, and 7.

**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
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## 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

03/29/2024

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## 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: Global Sports Center-Nassau LLC

CONTRACTOR ADDRESS: 6 Town Path, Glen Cove, NY 11542

FEDERAL TAX ID #: 86-2975671

**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 or about October 2022 ]. This is an amendment within the scope of the contract.

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

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

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

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

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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

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

**X. ☒ Vendor will not require any sub-contractors.**

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

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
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?

Yes, County Executive and County Legislator

Friends of Norma Gonsalves, Former Senator Jack Martins for Nassau County

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

Peter Zaratin [PZ.ROUGH@GMAIL.COM]

Dated: 03/08/2024 12:26:11 pm

Vendor: Global Sports Center Nassau, LLC

Title: Chief Executive Officer

## 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 Zaratin  
Date of birth: 04/29/1971  
Home address: 6 Town Path

City:	<u>Glen Cove</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11542</u>
Country:	<u>US</u>				

Business Address: 6 Town Path

City:	<u>Glen Cove</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11542</u>
Country:	<u>US</u>				
Telephone:	<u>5166223900</u>				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	<u>03/08/2021</u>	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

75% majority owner

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.  
Principal owner of Global Soccer Consulting, Inc. and Global Sports Centers Brooklyn LLC. , Long Island Soccer Holdings, LLC
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 Zaratn , 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 Zaratn , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Global Sports Center Nassau, LLC

Name of submitting business

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

Peter Zaratn PZ.ROUGH@GMAIL.COM

Chief Executive Officer

Title

03/08/2024 12:25:00 pm

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: Mitchell Rechler  
Date of birth: 12/15/1959  
Home address: 20 East End Ave., Apt. 5D  
City: New York State/Province/Territory: NY Zip/Postal Code: 10028  
Country: US  
Business Address: 85 South Service Rd.  
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803  
Country: US  
Telephone: 5166266986  
Other present address(es): 85 South Service Road  
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803  
Country: US  
Telephone: 6314148484

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	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>03/11/2024</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

25% minority owner.

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.

Co-managing partner of Rechler Equity Partners and affiliated companies with R Squared which include, Canal Properties, R Squared HB LLC, Rechler Business District LLC, CPI Hospitality LLC, 10 GBL LLC, 20-30 GBL LLC, 45-50 GBL LLC, 60-70 GBL LLC

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, Mitchell Rechler , 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, Mitchell Rechler , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Rechler Equity

Name of submitting business

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

Mitchell Rechler CLEANSHEETS@MRECHLER.COM

Partner

Title

03/11/2024 01:57:48 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: 05/25/2024

1) Proposer's Legal Name: Globall Sports Center Nassau LLC

2) Address of Place of Business: 6 Town Path

City: Glen Cove State/Province/  
Territory: NY Zip/Postal  
Code: 11542

Country: US

Address: 1 Charles Lindbergh Blvd

City: Uniondale State/Province/  
Territory: NY Zip/Postal  
Code: 11553

Country: US

Start Date: 10/01/2021 End Date: 03/08/2024

Address: 1425 Old Country Road - Building A

City: Plainview State/Province/  
Territory: NY Zip/Postal  
Code: 11803

Country: US

Start Date: 01/01/2007 End Date: 05/01/2020

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

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

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

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

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

\_\_\_\_\_

4) Dun and Bradstreet number: 085044677

5) Federal I.D. Number: 86-2975671

6) The proposer is a: Other (Describe) Limited Liability Company

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

YES ☒ NO ☐ If yes, please provide details:

Yes, Globall Soccer Consulting, Inc shares office space with Globall Sports Centers Nassau LLC, including some staff and equipment expenses.

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:

Globall Soccer Consulting, Inc is an affiliate of Globall Sports Center Nassau LLC.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

\_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

\_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

\_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of



interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No 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.

No conflict exists, however if one arises the County will be notified to make a decision.

- 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;

03/25/2021

- 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.

First Name	Peter			
Last Name	Zaratin			
MI		Suffix		
Address	6 Town Path			
City	Glen Cove	State/Province/ Territory	NY	Zip/Postal Code 11542
Country	US			
Position	President			

First Name	Mitchell			
Last Name	Rechler			
MI		Suffix		
Address	85 S Service Road			
City	Plainview	State/Province/ Territory	NY	Zip/Postal Code 11803
Country	US			

Position Partner

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

First Name Peter  
Last Name Zaratin  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 6 Town Path  
City Glen Cove State/Province/Territory NY Zip/Postal Code 11542  
Country US  
Position President

First Name Mitchell  
Last Name Rechler  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 85 S Service Road  
City Plainview State/Province/Territory NY Zip/Postal Code 11803  
Country US  
Position Partner

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

0

vii) Summary of relevant accomplishments

Global has operated and maintained the Butler Building since 2003 converting the 25,515-square foot space from a basic storage facility into a functional practice facility and a sustainable business with shared public usage with the County of Nassau.

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.

16 years of successfully operating athletic programs in a public-private partnership with Nassau County at Mitchel Athletic Complex.

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	New York State Office of Parks, Recreation and Historic Preservation		
Contact Person	Kevin Connelly		
Address	625 Belmont Avenue		
City	North Babylon	State/Province/Territory	NY
Country	US		
Telephone	(516) 679-7203		
Fax #	(516) 679-7235		
E-Mail Address	kevin.connelly@parks.ny.gov		

Company	Adidas USA		
Contact Person	Steven Noble		
Address	599 Broadway		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(401) 846-6940		
Fax #	(201) 546-5462		
E-Mail Address	steven.noble@adidas.com		

Company	BFC Partners		
Contact Person	Eric Woodlin		
Address	150 Myrtle Avenue, Suite 2		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 422-9999		
Fax #	(718) 422-9960		
E-Mail Address	ewoodlin@bfcnyc.com		

I, Peter Zaratín , 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 Zaratín , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

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

Name of submitting business: Global Sports Center Nassau, LLC

Electronically signed and certified at the date and time indicated by:  
Peter Zaratín PZ.ROUGH@GMAIL.COM

Chief Executive Officer  
Title

03/11/2024  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Global Sports Center Nassau LLC

Address: 6 Town Path

City: Glen Cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 86-2975671

3. Type of Business: Ltd. Liability Co (specify) \_\_\_\_\_

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

First Name	<u>Peter</u>		
Last Name	<u>Zaratin</u>		
MI	_____	Suffix	_____
Address	<u>6 Town Path</u>		
City	<u>Glen Cove</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11542</u>
Country	<u>US</u>		
Position	<u>President</u>		

First Name	<u>Mitchell</u>		
Last Name	<u>Rechler</u>		
MI	_____	Suffix	_____
Address	<u>85 S Service Road</u>		
City	<u>Plainview</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11803</u>
Country	<u>US</u>		
Position	<u>Partner</u>		

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

this section.  
If none, explain.

First Name	Peter		
Last Name	Zaratin		
MI		Suffix	
Address	6 Town Path		
City	Glen Cove	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11542
Position	President		

First Name	Mitchell		
Last Name	Rechler		
MI		Suffix	
Address	85 S Service Road		
City	Plainview	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11803
Position	Partner		

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):

None

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

None

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

None

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

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

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

Peter Zaratini [PZ.ROUGH@GMAIL.COM]

Dated: 03/08/2024 12:22:23 pm

Title: Chief Executive Officer

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/6/2023

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

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

PRODUCER The Monument Sports Group 1365 Overbrook Road Suite #1 Richmond, Virginia 23220	Phone: (804)354-9020 Fax: (866)352-1401	CONTACT NAME: Jacob Franks PHONE (A/C, No, Ext): E-MAIL: Jacob@monumentsports.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 22292
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## COVERAGES

CERTIFICATE NUMBER: 4161

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab <input checked="" type="checkbox"/> Incl EBL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ZDR 9751449 12	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included Abuse/Mol \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDR 9751449 12	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHR 9752748 12	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is named as additional insured if required by written contract per form # 421-2915.

This certificate is issued in reference to the named insured's operations and subject to the terms, conditions and other provisions of the policies.

## CERTIFICATE HOLDER

## CANCELLATION

Holder's Nature of Interest: Additional Insured  County of Nassau  1550 Franklin Ave Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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[illegible]

Global Soccer Consulting, Inc  
6 Town Path  
Glen Cove, NY 11542

6 Town Path  
Glen Cove, NY 11542

Glen Cove, NY 11542

Global Sports Center Brooklyn LLC

1561 Bedford Avenue  
Brooklyn, NY 11225

1561 Bedford Avenue  
Brooklyn, NY 11225

1007 Bedford Avenue  
Brooklyn, NY 11225

Global Sports Center Nassau LLC

1 Charles Lindbergh Blvd  
Uniondale NY 11553

1 Charles Lindbergh Blvd  
Uniondale NY 11553

Uniondale NY 11553

[illegible]

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[illegible][illegible][illegible]

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19879
INSURED Global Sports Center Nassau LLC  6 Town Path  Glen Cove NY 11542		

## COVERAGES

CERTIFICATE NUMBER: 3508935

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A N	SWC1454341	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau 1550 Franklin Ave.  Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE**  
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

**1a. Legal Name & Address of Insured (use street address only)**

GLOBALL SPORTS CENTER NASSAU LLC  
6 TOWN PATH

GLEN COVE NY 11542

**Work Location of Insured**

(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

**1b. Business Telephone Number of Insured**

516-622-3900

**1c. Federal Employer Identification Number of Insured or Social Security Number**

862975671

**2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**

COUNTY OF NASSAU  
1550 FRANKLIN AVE  
MINEOLA, NY 11501

**3a Name of Insurance Carrier**

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

**3b Policy Number of Entity Listed in Box "1a"**

LDNY-846749

**3c Policy effective period**

07/01/2023 to 06/30/2024

**4. Policy provides the following benefits:**

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

**5. Policy covers:**

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

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

Date Signed 03/07/2024

*Elizabeth Tello*

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

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

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

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

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

**State of New York  
Workers' Compensation Board**

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

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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



## Additional Instructions for Form DB-120.1

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

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

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

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

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

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
  - b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. **Knowledge of Occurrence**  
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
  - e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. **Liberalization Clause**  
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**  
**Liberalization Clause**  
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. **Medical Payments – Extended Reporting Period**
  - a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. **Newly Acquired Or Formed Organizations**  
**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.

## 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

## 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

## 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

## 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

PERMIT FOR USE AND OCCUPANCY OF COUNTY-OWNED PROPERTY

between

GLOBAL SPORTS CENTER – NASSAU LLC

and

COUNTY OF NASSAU

Premises:

Portions of land at the entrance of Mitchel Athletic Complex Park Uniondale  
Town of Hempstead County of Nassau State of New York

This PERMIT AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the Effective Date (as defined in Article I.1(d) below), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Parks, Recreation & Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or the "Department"), and (ii) Global Sports Center – Nassau LLC, having its principal office at 6 Town Path, Glen Cove, New York 11542 (the "Permittee" or "Operator")

WITNESSETH:

WHEREAS, the County owns, controls and maintains parkland located at the entrance of the Mitchel Athletic Complex, Uniondale, New York, obtained by the County from the United States of America (hereinafter referred to as the "USA"), as surplus property which provides public recreational opportunities for the residents of Nassau County, which consists of approximately sixty-seven (67) acres of land, as generally depicted on the Site Map of Mitchel Athletic Complex attached hereto as Exhibit "A-1" and made a part hereof; and

WHEREAS, a covenant of the deed states "The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior"; and

WHEREAS, the County desires to provide the opportunity for the rehabilitation, development, operation and maintenance of the "Butler Building" on a portion of the land in Mitchel Athletic Complex, including the operation of a first-class facility accommodating a wide range of sports, recreation, exhibition, wellness, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents (such portion of land shown as the area outlined in on the Site Map and, together with the Facility to be constructed thereon, collectively referred to herein as the "Premises", attached hereto as Exhibit "A- 2"); and

WHEREAS, the National Park Service, Federal Lands to Parks Program (the "NPS") is the designated representative of the Secretary of the Interior for the approval of agreements; and

WHEREAS, in connection with the potential development of a multi-use indoor/outdoor multi-sport field facility on a portion of the land in Mitchel Athletic Complex, the County issued a Request for Proposals No. PK0916-1956 on September 16, 2019 (the "RFP"); and

WHEREAS, the County selected the Global Soccer Consulting, Inc. as the winning proposer, based on the view that the Operator is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of the Premises and the County wishes to provide for the long-term operation and maintenance of the Premises consistent with recreational purposes for which Mitchel Athletic Complex was acquired, subject to the terms and conditions contained herein; and

WHEREAS, the principals of Global Soccer Consulting, Inc. formed a new entity (Global Sports Center – Nassau LLC) specifically for the purpose of operating the Premises; and

WHEREAS, the Operator has applied to the County for permission to use and occupy the Premises for the purpose of constructing and operating the Facility upon Premises; and

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by Operator, will not interfere in any material way with the use of the Premises and facilities by the public or by the agents, servants and/or employees of the County; and

WHEREAS, Operator is willing to abide by and carry out, in all material respects, the conditions of this Agreement which shall not be considered a lease, but merely a license, revocable on notice as provided herein; and

WHEREAS, the National Park Service, Federal Lands to Parks Program (the "NPS") is the designated representative of the Secretary of the Interior for the approval of agreements.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

#### I. DEFINITIONS

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

- (a) "Capital Improvements" shall mean all excavation, construction, reconstruction, relocation or renovation of the Premises necessary to implement the capital improvements as may be agreed upon by the parties, as more particularly described below and in Article XVIII and Exhibit "C" herein. Capital Improvements also include installation of all "Alterations" as defined in Article XVIII and "Fixed Equipment", as that term is defined in this Section, which the Operator installs or causes to be installed on the Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Premises. Operator must secure written permission

from the Department to perform any Capital Improvement on the Premises.

- (b) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (c) "County" shall mean the County of Nassau, its departments and political subdivisions;
- (d) "Effective Date" shall mean the date this Agreement becomes effective which shall be the date it is executed by the County Executive of Nassau County
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Operator.
- (f) "Final Completion" shall mean that the construction of an improvement to the Premises has been completed to such an extent that the Department certifies in writing that it has been finally completed and that no further work is required by Operator pursuant to this Agreement in connection with the construction of said improvement. The Department's determination of Final Completion shall be made reasonably and in good faith, without any undue delay. Notwithstanding the issuance of such certification, Operator shall be liable for any claims related to such construction and shall be responsible for any other obligations (including maintenance, repair and indemnity) set forth in this Agreement.
- (g) "Fixed Equipment" shall mean any property affixed in any way to Premises, whether or not removal of said equipment would damage Premises.
  - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Premises subsequent to the date of execution of this Agreement.
  - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (h) "Gross Receipts" shall include, without limitation, the following:
  - (i) all funds received by, or accruing to Operator, without deduction or set off of any kind, from all revenue-producing activities as may be specifically allowed hereunder or approved by the Department or Parks, and directly related to and derived from Operator's activities at the Premises (including without limitation any and all fees charged by the Operator), provided that Gross Receipts shall exclude: the amount of any federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Operator as against its revenues.

- (ii) all sales made by any Operator or Operators using the Premises under a properly authorized sublicense or subcontract (but not Special Event(s) as described in Section 16.1 herein) with Operator as provided in Section 17 herein, and shall include Operator's income from rental and sublicense or subcontracting fees and commissions received by Operator in connection with all services provided by Operator's subcontractors or sub-licensees, or instructors functioning as independent operators at the Premises.
  - (iii) all sales made for cash or credit (credit sales shall be included in Gross Receipts as of the date of such sale) regardless of whether the sales are paid or uncollected, it being the distinct intention and agreement of the parties that all sums due to be received by the Operator from all sources from the operation of this Agreement shall be included in Gross Receipts.
  - (iv) all funds received by Operator from the sponsors of Special Events.
- (i) "Preliminary Term" shall mean the preliminary period as defined in Section 3.1
  - (i) "Premises" shall mean the area on Exhibit "A-2" so designated and any buildings, structures and improvements contained thereon or constructed thereon whether below grade, at grade or above grade. The Premises shall also be deemed to include all facilities, above and below grade, located within the "approximate limit of work" as noted on site and utility plans as approved by DPW, including but not limited to: storm drain systems, sanitary sewer systems, pathways, roadways, curbs, sidewalks, and lighting.
  - (k) "Special Event Permit" shall mean a permit given by the County to any third party to conduct an event on the Premises.
  - (l) "Substantially Completed" shall mean where all of the following have occurred with respect to the development of the Facility: (a) the only work items remaining to be completed are punch list items and (b) the Department has given the Operator written notice that work items have been completed (except for punch list items) substantially in accordance with the plans, specifications, schematics and drawings approved by the Department; it being understood that such written notice by the Department shall be delivered in a timely manner; and (c) the Facility may be utilized by the public.
  - (m) "DPW" shall mean the Nassau County Department of Public Works.
  - (n) "Term" shall mean the term of this Agreement as defined in Section 3.1 herein.

- (o) "Year" or "Operating Year" shall both refer to the period between the Term Commencement Date in any calendar year and the day before the anniversary of the Term Commencement Date in the following calendar year.
- (p) "Facility" shall mean the "Butler Building", the completed synthetic turf field on Field 5, bathrooms, lobby area and encompassing Air-Supported Structure(s) as detailed in Article XVIII.
- (q) "Air-Supported Structure" shall mean a field enclosure and covering over the synthetic turf field as customarily defined.

## II. RIGHT TO OPERATE/GRANT OF AGREEMENT

- 2.1 The County does hereby grant to Operator the non-exclusive right, privilege and license to construct the Facility and to use, occupy, operate, maintain and manage the Premises subject to and in accordance with the provisions set forth in this Agreement. It is expressly understood and agreed that no real property is leased to Operator as a result of this Agreement and that no landlord-tenant relationship exists between the County and the Operator. The Premises shall be restricted to the areas depicted in Exhibit "A-2", and the Operator shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.
- 2.2 Operator shall obtain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, including without limitation, The United States Department of the Interior, National Park Service, State Environmental Quality Review Act (SEORA) approval, which are or may become necessary for the Operator to lawfully construct the Facility and develop, occupy and operate the Premises in accordance with the terms of this Agreement. Whenever any act, consent, approval or permission is required of the County, Parks or the Department under this Agreement, the same shall be valid only if it is in writing and signed by a duly authorized representative of the County department.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Operator, but that during the Term of this Agreement, Operator shall have the use of the Premises only so long as Operator is in substantial compliance with each and every term and condition in this Agreement and this Agreement has not been terminated. None of the rights herein granted to Operator are, nor shall they be construed as, a lease, easement, or other interest in land.  
  
Operator shall provide, at all times, free access to the Premises to the Department, Parks or their representatives and to other County, State or Federal officials, including but not limited to, the Secretary of the Interior's designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement having jurisdiction, for inspection purposes.
- 2.4 The rights and privileges set forth herein are granted subject to all requisite approvals, including, but not limited to, if required, review and approval by the Nassau County Planning Commission, as well as the County Legislature.

### III. TERM OF AGREEMENT

31 (a) The term (the "Term") shall commence (the "Term Commencement Date") on the later of the Effective Date or the approval of the Agreement by the NPS, acting on behalf of the United States Department of the Interior. The Term of this Agreement shall expire on the tenth (10<sup>th</sup>) anniversary of the Term Commencement Date, (hereinafter the "Agreement Expiration Date"), unless extended or terminated earlier as herein provided.

(b) This Agreement may be extended by Operator for one (1) additional five (5) year term, with the mutual consent of the parties, which consent shall not be unreasonably withheld, subject to a written amendment signed by the County Executive, provided that Operator delivers written notice to the County of the exercise of such renewal option to the County no more than twelve (12) months prior to the Agreement Expiration Date and, at such time as Operator delivers notice of election to extend the Term: (i) this Agreement is in full force and effect, (ii) Operator is not in default of any of the material terms, covenants or conditions of the Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) Operator is in possession of the Premises (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement). If Operator shall validly exercise its extension option(s), the Agreement so extended shall be on the same terms, conditions and covenants as during the initial Term.

Providing Operator is in substantial compliance with its obligations hereunder, the County will not unreasonably or arbitrarily withhold its consent.

32 Notwithstanding any language contained herein, this Agreement, including without limitation the license granted herein, is terminable and revocable at will by the County in its sole and absolute discretion, at any time, subject to the notice requirement set forth herein. Such termination shall be effective sixty (60) days after written notice is sent to Operator. The Department, the County, its employees, and agents shall not be liable for damages to Operator in the event that the Operator is terminated by the Department as provided for herein, except as provided for herein. In the event such termination notice is not given, this Agreement shall terminate as described in Section 3.1 or Section 3.3 of this Agreement.

33 (a) Should Operator breach or fail to comply with any of the provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, County may in writing order Operator to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that Operator fails to comply with such written notice within twenty (20) days from the mailing thereof, or fails to promptly and diligently commence and pursue compliance within that time subject to unavoidable delays beyond the reasonable control of Operator (which shall be determined at the reasonable discretion of the County), then this Agreement shall



immediately terminate. If said breach or failure to comply is corrected, and two (2) repeated violations of the same provision, law, rule, regulation or order follows within two (2) years thereafter and such failure is not cured within the twenty (20) day written notice provision provided herein, County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.

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

Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this Agreement.

- 34 Upon expiration or sooner termination of this Agreement by County, all rights of Operator herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, or the Department, except as provided in paragraph 18.16 below.
- 35 Operator shall, on or prior to the expiration or sooner termination of Agreement, remove all of its Personal Equipment from the Premises. Operator acknowledges that any Personal Equipment remaining on the Premises after the expiration or sooner termination of this Agreement is intended by Operator to be abandoned. Operator shall remain liable to the County for any damages, including lost revenues and the cost of removal or disposal of Personal Equipment should Operator fail to remove all possessions from the Premises on or before the expiration or termination date.

#### IV. LICENSE FEES: GROSS RECEIPTS: ACCOUNTING PROCEDURES & RECORDS

- 4.1 (a) The Operator shall pay the County license fees for each Operating Year of this Agreement, including any renewal periods, consisting of: (i) an annual base fee ("Base Fee") and (ii) a percentage of Gross Receipts fee ("Gross Receipts Percentage Fee") derived from Operator's activities at the Premises as further provided in Section 4.2 and 4.3 below. Commencing on the Effective Date of this Agreement and through the date the Capital Improvements are Substantially Completed, Operator shall pay an initial Base Fee of \$15,000.00 per month. Commencing as of the date the Capital Improvements are Substantially Completed,

the Operator shall pay the initial annual Base Fee in the sum of Three Hundred Thousand Dollars (\$300,000.00) in equal monthly installments of \$25,000.00 and continuing on the first day of each month throughout the Operating Year. The annual Base Fee shall be increased in Operating Year Six (6) to Three Hundred Forty-Five Thousand Dollars (\$345,000.00) in equal monthly installments of \$28,750.00 and continuing on the first day of each month throughout the ensuing Operating Years until the Agreement Expiration Date. In the event that the option to extend this Agreement is exercised, the Base Fee shall be increased in Operating Year Eleven (11) to Three Hundred Ninety-Six Thousand Seven Hundred Fifty Dollars (\$396,750.00) in equal monthly installments of \$33,062.50 and continuing on the first day of each month throughout the ensuing Operating Years until the Agreement Expiration Date. If any payment of the Base Fee due to the County shall not be received by the County on or before the fifteenth (15<sup>th</sup>) day of any month, a late fee of two percent (2%) of such amount or any part thereof that remains unpaid, shall be due and payable to the County. The Operator shall immediately pay such late fees to the County. The Base Fee shall be paid by approved business check, payable to the "Treasurer of Nassau County" and delivered to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.

(b) Notwithstanding the above, the Operator shall continue to make all payments Operator is obligated to make pursuant to the Original Agreement between the County and the Operator. This payment shall continue as Operator moves its operations from the Butler Building into the Phase I facility. This payment shall be incorporated as part of the above Base Fee payment at the time the initial Base Fee shall become due and payable under this Agreement.

(c) As additional consideration to the County, Operator shall improve the existing landscaping in the parking area directly adjacent to the "Butler Building", all at its sole cost and expense. Also, Operator shall attempt to utilize as many environmentally friendly options as are reasonably feasible in the construction and maintenance of the Facility. Operator agrees that it shall use commercially reasonable efforts to, obtain a "Certified" ranking under the LEED-ND Rating System for design and construction of the Facility.

42 (a) In addition to the annual Base Fee, commencing on the date which is the six (6) month anniversary of the Term Commencement Date and throughout the Term of this Agreement, including any renewal periods, the Operator shall pay Gross Receipts Percentage Fees as follows:

Operating Year	Gross Receipts Percentage ____ %
1	0.0 %
2	2.0 %
3	2.0 %
4	2.2 %
5	2.4 %

6	2.8 %
7	3.0 %
8	3.2 %
9	3.4 %
10	3.5 %
11 if option exercised	4.0 %
12 if option exercised	4.2 %
13 if option exercised	4.4 %
14 if option exercised	4.8 %
15 if option exercised	5.0 %

(b) The Gross Receipts Percentage Fees shall be paid as follows:

On or before the fifteenth (15<sup>th</sup>) day following each month of each Operating Year, Operator shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Operator, reporting any Gross Receipts generated under this Agreement during the preceding month together with written confirmation that a Gross Receipts Percentage Fee payment equal to Gross Receipts percentage stated in Section 4.2(a), above was made. Operator shall also submit a summary report of Gross Receipts for each Operating Year within thirty days (30) of the end of each Operating Year of this Agreement. The yearly report shall be for reporting purposes only. Each of the reports referenced in each preceding sentences shall report the Gross Receipts generated at the Premises in the following categories: Event fees, food and beverage, valet parking, and ceremony sales along with all other sources of revenue realized from the Operator's operation of the Premises.

(b) Operator shall include the amount of sales tax on its statement of Gross Receipts.

- 43 (a) On or before the thirtieth (30<sup>th</sup>) day following each quarter of each Operating Year, Operator shall submit to the Department, in a form reasonably satisfactory to the Department, a statement of Gross Receipts and Expenditures, signed and verified by an officer of Operator, reporting any Gross Receipts generated and expenditures made as described in Section 4.1 and 4.2 above under this Agreement during the preceding quarter. Operator shall also submit a summary report of Gross Receipts and Expenditures for each Operating Year within ninety (90) days of the end of each Operating Year of this Agreement. Each of the reports shall include the Gross Receipts generated and expenditures made in connection with the Premises along with all other sources of revenue realized from the Operator's operation of the Premises.
- 44 On or before the sixtieth (60<sup>th</sup>) day following each Operating Year, Operator shall submit to the Department an income and expense statement pertaining to all operations under this Agreement, signed and verified by an officer of Operator and prepared by a Certified Professional Accounting firm.
- 45 (a) The Operator 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 (the "Accounting Standards") and, if Operator 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 Nassau County Comptroller, the Department, and 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 Paragraph shall survive the termination of this Agreement.

(b) (1) Independent Annual Financial Statements and Reports. In the event that the income and expense statements provided for in paragraph 4.4, above, are not adequate for the County's needs (as determined in the County's reasonable discretion) and the County reasonably demands it, the Operator shall submit financial statements for the Operator's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Operator, the Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Operator provides the Comptroller with an un-audited financial statement covering the relevant fiscal year.

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

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

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

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

## V. RIGHT TO AUDIT

- 5.1 The Department, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Operator forty-eight (48) hours' notice, to examine or audit the Records. Notwithstanding the requirement for forty-eight (48) hours' advance notice with respect to access to the Operator's Records for the purpose of audit, the Department, the Comptroller or other duly authorized county representative reserves the right to conduct, and Operator hereby permits, periodic "spot" inspections of the Premises at any time during the Term of this Agreement for the purpose of inspecting the operations and activities of the Operator at the Premises and all reports or data generated from or by the Operator or its authorized subcontractors to include, without limitation regulatory inspections, maintenance inspections and quality assurance inspections. Operator shall cooperate fully and assist the Department, the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Operator's Records, including supporting documentation, are situated at a location 50 miles or more from the County, the Records must be brought to the County for examination and audit or Operator must pay food, board and travel costs incidental to two auditors conducting such examination or audit at said location.
- 5.2 The failure or refusal of the Operator to permit the Department, the Comptroller, or their designees to audit and examine the Operator's Records, books of account and data or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Operator in such an audit, examination, or inspection, may be deemed by the County to be a failure to substantially comply with the terms and conditions of this Agreement and a default hereunder which shall entitle the Department to terminate this Agreement.

## VI. USE COVENANTS

- 6.1 (a) The Operator covenants and agrees that during the Term of this Agreement, it will develop, renovate, operate and manage the Premises, including the rehabilitation of the Facility, for the use and enjoyment of the general public in order to provide for the public sports and recreational activities described in the County's RFP. At a minimum, Operator shall develop, operate and manage athletic, fitness, recreational and entertainment facilities at the Premises to accommodate sports leagues, clubs, pay-to-play recreation experiences, and skill-building clinics along with related events such as tradeshow, conventions, exhibitions and parties. Operator's use of the Premises shall be compatible with and shall enhance the Mitchel Athletic Complex and shall be in furtherance of the recreational and park purposes of the Mitchel Athletic Complex.

(b) The Operator shall provide to the County, for its approval (which approval shall not be unreasonably withheld, conditioned or delayed), on or before the Term Commencement Date, and at least thirty (30) days prior to the commencement of each subsequent Operating Year, an up-to-date, one (1) year "Public Recreational

Use Plan". Such Public Recreational Use Plan shall provide for sports and recreational activities, open and available to all residents of Nassau County which shall include, at a minimum, the public recreational activities described in the RFP and special activities and programs available to those disabled and the local veterans population, as well as time available for County use. The initial Public Recreational Use Plan shall also include the following information regarding the Operator and its use of the Premises under this Agreement: (i) organizational structure of the Operator including names and credentials of all individuals and entities providing services in connection with this Agreement; (ii) governance papers, bylaws and policies; (iii) a detailed description of all activities (recreational or otherwise) held in the past year along with all upcoming activities planned or scheduled at the Facility, including all revenues, fees, costs and expenses allocated, budgeted and incurred for each activity; (iv) operating procedures; (v) personnel plan; (vi) list of contracted services and details of each arrangement; (vii) insurance summary; (viii) capital equipment and supply list; (ix) profit and loss statements; (xv) cash flow analysis; (xvi) balance sheet; and (x) any other information relevant or material to the Operator and its use and occupancy of the Premises as reasonably requested by the County. The subsequent Public Recreational Use Plan(s) shall provide the schedule of recreational activities in a manner consistent with the initial Public Recreational Use Plan.

(c) The Operator shall provide the Public Recreational Use Plan to the Commissioner of Parks (hereinafter, the "Commissioner"). The Public Recreational Use Plan shall be subject to the review and approval of the Commissioner, which approval shall not be unreasonably withheld, conditioned or delayed. At all times throughout the Term of this Agreement, Parks reserves the right to oversee the Operator's implementation of the Public Recreational Use Plan and all activities undertaken pursuant to the Public Recreational Use Plan, including all charges and fees for programs conducted at the Facility. Such fees and charges shall not be raised without the consent of the Commissioner which consent shall not be unreasonably withheld, conditioned or delayed. At the Commissioner's request, the Operator shall modify the Public Recreational Use Plan, as reasonably requested by the County, at Operator's sole cost and expense. While the Operator shall be given priority to conduct its own recreational programs open to the public, the Operator shall work cooperatively with Parks to coordinate use of the Premises in such a manner as to minimize interference with the use of the Premises by the public or by agents, servants and/or employees of the County.

(d) Monthly Schedules. The Operator shall provide the Commissioner with monthly schedules for all upcoming activities to be conducted upon the Premises. Such schedules shall be provided to the Commissioner at least fifteen (15) days prior to the upcoming implementation month and may be modified as necessary upon prior notice to the Department. Such monthly schedules shall be subject to the review and approval of the Commissioner, not to be unreasonably withheld, conditioned or delayed provided that the annual schedule submissions are substantially similar to the schedule attached as Appendix M attached hereto, to ensure that all activities occurring at the Premises are consistent and compatible with the park and recreational purposes of Mitchel Athletic Complex. The dates

and hours of all permitted activities to be conducted upon the Premises shall be included in the monthly schedules upon mutually agreed to dates and hours. The proposed schedule attached hereto as Appendix M is subject to change as the parties may reasonably agree.

- 62 Operator shall execute a performance bond or equivalent, in an amount \$100,000.00, from a surety licensed in New York, as security for the faithful performance of all the material covenants, terms and conditions of this Agreement, with the understanding that the whole or any part thereof may be used by County to supply any deficiency that may arise from any default on the part of Operator beyond applicable notice and cure provisions. This performance bond shall remain in effect for the entire Term of this Agreement. Parks, in its sole discretion, may require a cash security deposit, in an amount determined by Parks, in lieu of the performance bond required in this sub-section.
- 63 The Operator shall not operate, or permit the operation of, any concession on the Premises, or permit others to use all or a portion of the Premises for commercial events, except with the prior written approval of the County (which approval shall not be unreasonably withheld, conditioned or delayed). Without limiting the generality of the foregoing, no t-shirts, souvenirs or other goods may be sold without a permit issued by the County and a reasonable and market-standard fee paid to the County. However, the County acknowledges a Pro-Shop or some other retail section of the Facility will engage in the sale of apparel or some other items, such as multi-sport apparel pertinent to the operation of the Facility by Operator will be sold; in addition to the sale of t-shirts and other items that pertain to events conducted at the Premises by Operator, provided that the proposed sale of such items is reasonably acceptable to the Parks Commissioner in all material respects and all revenues generated are included in "Gross Receipts" under this Agreement. Any permitted vendors must have all appropriate licenses and permits and comply with the insurance provisions of Article XXIV of this Agreement naming the County as additional insured. The Operator expressly agrees that it will not sell food or beverages unless the County receives an additional percentage from the sale of food and beverages equal to the highest percentage paid to the County by its exclusive concessionaires. No outside food or beverage vendor may operate at the Premises unless Operator has received prior written approval of the County, which approval shall not be unreasonably withheld.
- 64 (a) Operator shall supply all necessary operational equipment and inventory related to operating the Facility.
- (b) Operator shall hold periodic clinics for disadvantaged youths of the County, with the Department's reasonable cooperation but, in any event, no less than three (3) clinics per Operating Year.
- (c) Parks shall have the reasonable use of the Facility at the days and times per the attached Appendix M. Notwithstanding the foregoing, Parks shall have control over Field 5 from 8:30 a.m. through 2:00 p.m. Monday through Friday during the school year.

(d) Operator shall use, occupy and maintain the Premises/portion of Premises herein identified in a business-like, careful, clean and non- hazardous manner for the sole purpose of running multi-sport and other similar sporting events, leagues, clinics and other entertainment that is appropriate for the Facility and would not violate any County or NPS restrictions in strict accordance with all terms and provisions imposed by the Department of the Interior. Written approval by the County and written concurrence by the Secretary of the Interior or his/her delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified above.

(e) As a condition for permitting third parties ("Contract Groups") the right to use the Facility, all Contract Groups must execute a full waiver and release of the County from any and all liability and or damages (unless such damage or liability arises from the County's or its employees' or agents' gross negligence or willful misconduct) which may result from the Contract Groups use of the Facility.

(f) The Operator shall submit to Parks on a quarterly basis, due on the fifteenth (15<sup>th</sup>) day of the month following the last month of the preceding quarter, a schedule of all Contract Group usage of the Facility as well as any other additional information reasonably requested by Parks.

(g) The Operator shall submit to Parks on a monthly basis, due on the fifteenth (15<sup>th</sup>) day of each month, a utilization report in such format reasonably approved by Parks which provides, at a minimum, the following information:

1. Previous month's schedule of use by Contract Groups. The schedule shall contain the group's name, contact information, type of use and the day, time and hour(s) of said use.
2. Copy of the receipt detailing the use fee charged to the Contract Group.

The Operator will ensure that at least one (1) staff member will be present at the Facility during all times when the Facility is utilized by Contract Groups. In particular, the staff member will perform the following functions: supervise all the activities of the Operator's agents, guests, invitees and other persons present at the Facility, monitor the Facility to ensure that the Facility is utilized by Contract Groups in accordance with this Agreement, keep a count of persons inside the Facility to ensure the maximum capacity limitations are complied with and report any emergencies to Parks, Police, fire or other emergency responder. The staff employee must work in conjunction with Parks and the Park Manager.

(h) The Premises shall be used for no other purpose whatsoever, unless prior written approval is received from the Department, which approval shall not be unreasonably withheld, conditioned or delayed.

65 NON-DISCRIMINATION: The County and Operator agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation,



program, or activity on or related to the Premises, including, but not limited to:

(a) All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

(b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age.

(d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap.

(e) The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the Premises to be accessible to the physically handicapped; and

(f) The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

- 66 Upon presentation of a valid Nassau County Leisure Pass, all such Nassau County Leisure Pass holders shall receive a fifteen percent (15%) discount on all fees charged directly by the Operator, including but not limited to, camps, leagues and rentals. Upon presentation of a valid Nassau County Leisure Pass, all such Leisure Pass holders will receive a twenty percent (20%) discount on fees charged directly by the Operator for programs offered during peak hours. Senior Citizens and Veterans shall receive a twenty-five percent (25%) discount on all Operator programs. The aforementioned discounts may not be combined with each other, or with any other offers, and shall not apply with respect to any food or beverage purchases. It is specifically acknowledged and agreed that the Nassau County Leisure Pass is personal to the holder and may not be shared or transferred to any other individuals or groups, including without limitation, any teams. Leisure Pass holders shall receive a priority over non-Leisure Pass holders for available open program times throughout the year.

## VII. SPONSORSHIPS; ADVERTISING RIGHTS; MARKETING

- 7.1 The County hereby assigns, transfers and sets over to Operator the right to sell to advertisers the right to display advertising signs and banners within the interior of the Premises and to display and film other forms of advertisement, including sponsorships, within the interior of the Premises, subject to compliance with all

applicable Laws and the Policies and Standards for Marketing and Advertising (hereinafter, the "County's Advertising Policy") attached hereto as Exhibit "E", as may be amended from time to time by the County. The Operator shall pay to the County ten percent (10%) of the amounts received by Operator pursuant to this Section.

- 72 The Operator represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Operator shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and hold County harmless from losses on account thereof provided that County shall have given notice to the Operator promptly as to any such suit or claim and shall fully cooperate with the Operator in its defense thereof.
- 73 (a) Operator shall establish and maintain an advertising and promotional program for the activities at the Premises. Such expenditures may be in cash or in kind. All brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be in conformance with the County's Advertising Policy. Operator shall submit documentation in a form reasonably acceptable to the Department and Parks at the end of each Operating Year to substantiate expenditure of this amount. Operator shall have the right to print or to arrange for the printing of programs, or for any other advertising or promotional materials for all activities and events at the Premises containing any advertising matter except advertising or promotional matter which is indecent, in obvious bad taste, is in violation of the County's Advertising Policy, or which demonstrates a lack of respect for public morals and conduct. Operator shall submit to the Parks for the Commissioner's approval any and all advertising and promotional materials for the Premises planned by Operator and shall obtain written approval prior to the release.
- (b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations determined through consultation with the Operator; provided, however, that no such advertising or signage shall unreasonably interfere with the Operator's use of the Premises.
- 74 Any sign posted by the Operator at the Premises and used in connection with the Premises, shall be in conformance with the County's Advertising Policy, and shall be appropriately located. In addition, any signage or press, whether or not located on the Premises, promoting or identifying the Operator's activities on the Premises shall acknowledge the County's role in the ownership and operation of the Premises.
- 75 Notwithstanding anything in this Agreement to the contrary, any and all revenues generated by Operator from activities under this Article VII, including without limitation, revenues resulting from, sponsorships, advertising, marketing and broadcast rights transactions, shall be included in "Gross Receipts" under this

Agreement, except that any revenue generated from naming rights/outside advertising hereunder shall be shared equally between Operator and the County.

#### VIII. OPERATIONS

- 8.1 The Operator shall maintain and operate the Premises for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner reasonably consistent with the operations and best practices of comparable public recreational facilities in the New York metropolitan area, and in such further manner as the County shall reasonably prescribe. The Operator shall take all actions reasonably necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8.2 The Operator shall employ or retain the services of an operations manager (the "Manager") possessing appropriate qualifications to manage the public recreational activities and operations at the Premises in a manner that is reasonably satisfactory to the Department and Parks. The Manager must be available by telephone throughout the Term of this Agreement and Operator shall provide the Department and Parks with a telephone number at which the Manager may be contacted in the event of an emergency. Operator shall replace any Manager, employee or subcontractor whenever mutually agreed to by the Parks Commissioner and the Operator.
- 8.3 Operator shall provide equipment which will provide security for all monies received. Operator shall provide for the transfer of all monies collected to Operator's banking institution. Operator shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this Agreement.
- 8.4 Operator shall, at its sole cost and expense, use its best efforts to recruit qualified personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of the Premises and substantial compliance with this Agreement, including but not limited to:
- (a) Collecting and safeguarding all monies generated under this Agreement;
  - (b) Maintaining the Premises;
  - (c) Conducting and supervising all activities to be engaged in at the Premises.; and
  - (d) Securing the Premises.
- 8.5 Operator shall provide access to the Premises to disabled members of the public, as required by applicable laws. The accessibility shall be clearly indicated by signs and included in all advertising by Operator. Operator shall include in its advertising and promotion materials, a plan that describes how it intends to make available

programs, services and activities at the Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.

- 8.6 Operator shall promptly notify the Department and Parks of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County, law enforcement or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. Operator shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Premises, and Operator shall notify the Department and Parks in writing as to said person's name and address.
- 8.7 Operator shall cooperate with the County in providing use of the Premises for programs conducted by or arranged for by the County consistent with the operation and best practices of comparable public recreational facilities in the region during the Term of this Agreement. The Department and Parks shall consult with Operator in an effort to schedule such events at times mutually agreeable to Operator.
- 8.8 The Operator will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law. If applicable, Operator shall enter into project labor agreements, on commercially reasonable terms, with the various labor organizations that may be hired to provide services in connection with the construction of the facility, in substance and form acceptable to the County and the Operator. In addition, the Operator shall comply with, and shall cause all contractors and subcontractors engaged in construction of the Facility to comply with, the apprenticeship training program requirements pursuant to Local Law 9-2002 and all other applicable laws, rules and regulations.
- 8.9 Operator shall, at its sole cost and expense, post throughout the Premises such signs as may be reasonably necessary to direct patrons to its services and facilities. It is expressly understood that if Operator contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Operator's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs are subject to the Department and Parks prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should Operator make application for any such approvals or permits, the County will reasonably cooperate with such applications.
- 8.10 Except for properly stored gasoline, or as otherwise agreed to in writing by the Department (which approval shall not be unreasonably withheld), Operator shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances

or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, firework displays or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Commissioner of the Department and Parks, which approval shall not be unreasonably withheld, conditioned or delayed.

- 8.11 (a) Operator shall be responsible for providing adequate onsite parking in connection with its activities under this Agreement, subject to coordination with and approval of the Department and Parks. All design and construction of parking areas shall be in compliance with the terms and conditions of this Agreement, including without limitation, the provisions of Article XVIII.

(b) For large events, Operator shall prepare, at its sole cost and expense, an "Event Parking Management Plan" to ensure spectators are directed to designated onsite and offsite parking areas, as deemed reasonably necessary by the Department or Parks, which may include shuttle arrangements, at Operator's expense, to accommodate increased parking demand. Such Event Parking Management Plan shall be submitted to Parks and the Department at least four (4) weeks prior to each scheduled event.

## IX. LIENS

- 9.1 Lien. (a)(1) The Operator shall not permit the Premises to be encumbered by any Lien (defined below). As used in this Agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(a)(2) The prohibition against liens set forth in subparagraph (a)(1) above shall not be construed to prohibit the financing of expenditures made or incurred by the Operator which are secured, in whole or in part, by a pledge of a security interest in revenues generated by exhibitions, events or other activities on the Premises.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, material man's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Operator shall be filed against any assets of, or funds appropriated to, the County, the Operator shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Operator shall not be required to discharge any such lien if the Operator shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an

appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Operator's efforts to seek discharge of the Lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Operator, the Operator shall immediately cause such lien to be discharged of record.

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

X. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE  
PREMISES

- 10.1 The County shall have no obligation to furnish heat, water, fuel, or any other service, maintenance, cleaning, snow removal, trash removal to the Premises. However, the County shall provide salt, sand or like substance for ice melting purposes at the Premises. It is understood by the Operator that the Operator shall, at the Operator's sole cost and expense and to the reasonable satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved or unimproved portions of the Premises, whether furnished to the Operator by or through the County or obtained directly by the Operator from the utility provider, provided, however, that the Operator shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals, including the prior written consent of the County which consent shall not be unreasonably withheld, conditioned or delayed; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) make all structural and non-structural repairs, interior or exterior, required to keep the Premises in good condition at all times.

All repairs, restorations and replacements by the Operator shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner. Any structural repairs must be coordinated with the County who will have the right to review and approve all plans and specifications

as more particularly set for in Section 18 entitled "Alterations" below. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Premises); the foundations and all structural portions of the Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Premises (to the extent not maintained by a public utility company), and all components of Base Building Systems as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, wiring, mechanical systems, HVAC systems, electrical systems, plumbing, sewer systems, septic systems, shafts and conduits located on the Premises, as well as any other systems or components.

- 10.2 Maintenance of Adjacent Areas and Walkways. The Operator, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks and sidewalk areas abutting the Premises.
- 10.3 The Operator is accepting the Premises in its "AS IS" condition "**WITH ALL FAULTS**" as of the date of this Agreement.
- 10.4 The Operator covenants that it will surrender and give up the Premises to the County upon the termination of this Agreement. Operator shall be required to repair or otherwise maintain any buildings located on the Premises pursuant to the terms and conditions of this Agreement. The Operator further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Operator acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Operator to be abandoned. The Operator shall remain liable to the County for any damages should the Operator fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.
- 10.5 The Operator shall not use or permit the storage at the Premises of any hazardous substances or materials.
- 10.6 Operator shall not undertake installation of the Facilities stated above without first having obtained all necessary permits and approvals, including the prior written consent of the Department, which consent shall not be unreasonably withheld, conditioned or delayed. The Operator shall be responsible, at its sole cost and expense, to maintain in good repair and condition all such storm drain systems, sanitary sewer systems, paths, curbs, sidewalk, lighting and other utility facilities within the "Approximate Limit of Work" during the Term of this Agreement and any renewal period(s), whether above grade, at grade or below grade.

## XI. EMERGENCY CONDITIONS

- 11.1 Should County, in its sole and reasonable judgment, decide that an unsafe or emergency condition exists on the Premises, Operator shall have twenty- four (24) hours to correct such unsafe or emergency condition after written notification. If such unsafe or emergency condition cannot be corrected within said period of time, the Operator shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Operator to cure, under such terms and conditions as appropriate.

## XII. FIXED EQUIPMENT

- 12.1 Operator shall in its sole and absolute discretion, at its sole cost and expense, provide and replace if necessary, all equipment necessary for the operation of the Premises, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Premises.
- 12.2 Operator in its sole discretion must reasonably acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Premises as described herein in order to maintain the "state of the art" nature of the Facility.

## XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Operator shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this Agreement and replace same as needed to satisfy its obligations under this Agreement.
- 13.2 Title to all Expendable or Personal Equipment obtained by Operator shall remain in Operator and such equipment shall be removed by Operator at the termination or expiration of this Agreement. In the event such equipment remains in the Premises following such termination or expiration, County may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Operator.
- 13.3 Any Equipment to be removed by Operator pursuant to Sections 12 and 13.2 above shall be removed from the Premises in such a way as shall cause no damage to the Premises. Notwithstanding its vacating and surrender of the Premises, Operator shall remain liable to County for any damage it may have caused to the Premises.

## XIV. CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this Agreement, Operator shall surrender the Premises, to which County holds title, in at least as good a condition as said Premises were found by Operator, reasonable wear and tear excepted.



XV. HOURS OPEN TO THE PUBLIC; ADMISSION FEES

- 15.1 The Premises shall be open to the public not less than seven (7) days a week. Special programs and events may occur on any day and at other hours appropriate therefore, subject to the prior written County consent not to be unreasonably withheld, conditioned or delayed. The Operator may institute a discretionary admissions fee policy with regard to its programs conducted at the Premises, provided that such policy and the suggested fees to be charged have been previously supplied in writing to Parks, and may charge a reasonable fixed admission fee for special events and temporary exhibitions. The days and hours that the public areas are open to the public, and the general admission fees to be charged (including the suggested amount of any discretionary fee), shall not be changed without the prior written approval of the Commissioner of Parks, which will not be unreasonably withheld, conditioned or delayed.

XVI. RESERVATION FOR THE DEPARTMENT SPECIAL EVENTS;  
PUBLIC ACCESS

- 16.1 For the purpose of this Article XVI, the term "Special Event(s)" shall mean any event for which the Department or Parks has issued a Special Event Permit. The Department or Parks agree to use its reasonable efforts to notify Operator at least thirty (30) days in advance of any such Special Event. Any events previously scheduled by Operator shall take precedence over any Special Event. In the event the Department or Parks notifies Operator of a Special Event that conflicts with an event being conducted at the Premises by Operator or its vendors or sponsors, then any such Special Event shall be expressly subject to Operator's consent as to the date or date(s) of such Special Event, which consent shall not be unreasonably withheld or delayed by Operator. It is expressly understood that this Section 16.1 shall in no way limit the Department's or Park's right to itself sponsor or promote Special Events, as defined herein, at the Premises, or to enter into agreements with third parties to sponsor or promote such events, provided that the Department or Parks will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and clean-up associated with any such Special Event. The Department and Parks represent to Operator that it has not granted to any other person or entity any agreement, permit, or right of possession or use that would prevent Operator in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein. The County shall be required to pay for any reasonable expenses actually incurred by Operator in connection with any Special Event(s) conducted by the County. In addition to the time designated for County use as stated herein, the Operator shall reasonably cooperate with Parks, at no additional cost to Operator, in providing use of the Facility without charge for programs or events conducted by or arranged for by the County or Parks. Parks agrees to notify the Operator at least thirty (30) days in advance of any proposed event to be held at the Facility.

- 16.2 Notwithstanding the above, the County shall be entitled to conduct any event

("County Special Event") on the Premises and will take reasonable efforts to notify Operator at least thirty (30) days in advance of such event.

- 163 The Department and Parks agree to notify any third-party operator or sponsor of Special Events of Operator's access rights to the Premises and to provide same with the name and telephone number of Operator's Manager.
- 164 The Operator must maintain the Premises in a manner such that they are open to the general public. Any fees or charges, or any changes thereto, shall be subject to the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

#### XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 171 Except as provided in this section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive") which consent will not be unreasonably withheld, conditioned or delayed, together with written concurrence by the Secretary of the Interior or his/her delegated representative, the NPS, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 172 If consent to assign, amend, waive or subcontract is granted, each assignee or successor to the Operator shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Operator for the performance of all the terms, covenants, conditions and agreements herein contained on Operator's part to be performed. In the event of a default of this Agreement by an assignee beyond applicable notice and cure periods, the County will notify the Operator of such default and provide Operator with a reasonable period of time within which to cure such default.
- 173 Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Operator under this Agreement.
- 174 Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County, of the provisions of this Section or relieve the Operator of its liability for the full performance by it of the covenants of this Agreement on the part of the Operator to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the Operator from obtaining the written consent of the County to any subsequent assignment or encumbrance if such consent is required under the provisions of this

Section.

- 175 This Article XVII shall not be deemed to prohibit the Operator from granting to any person, firm or corporation ("Person") the right to use the Premises for purposes intended to implement the Operator's use of the Premises as set forth in Article VI of this Agreement, to charge admission therefore or to collect from any such Person fees or rentals for such use of the Premises subject to the Department's or Park's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 176 Subject to the provisions of this Article XVII above and all other terms and conditions of this Agreement, Operator may assign its interest in this Agreement, or any of its rights hereunder, and any subcontracts or sublicenses, as collateral security for financing obtained from an institutional lender of the construction of the Facility or for working capital, upon the condition that all rights assigned shall be subject to each and all of the terms and conditions of this Agreement and to all rights and interests of the County hereunder. Upon the reasonable request of Operator's lender, the County and Operator shall execute and deliver such reasonable documents and/or estoppels necessary to effectuate the financing of the project as envisioned under this Agreement. Nothing contained herein shall be deemed to condition the obligations of the Operator under this Agreement upon the obtaining of financing, nor shall any financing entity obtain any lien, mortgage or other encumbrance upon the land, building, fixtures, Capital Improvements or any other real property located on or to be constructed upon the Premises.

XVIII. REQUIRED CAPITAL IMPROVEMENTS/ALTERATIONS

- 181 Operator covenants to perform and complete, or cause to be completed by subcontractors acceptable to the County in its reasonable discretion, such Capital Improvements as generally described in Exhibit "C" or as may be agreed upon by the parties subject to the terms of this Section 18 and the remainder of this Agreement. Failure to complete any and all of the Capital Improvements shall constitute a material breach of this Agreement. Operator shall be obligated to expend, at its sole expense, an amount of at least Three Million Five Hundred Thousand Dollars (\$3,500,000.00) during the fifteen (15) year Term of this Agreement to make such Capital Improvements; of which not less than Two Million dollars (\$2,000,000.00) shall be expended during the first five years of the Agreement. The Operator shall be further obligated to expend, at its sole cost and expense, Two Hundred Fifty Thousand Dollars (\$250,000.00) for Capital Improvements in Operating Years 11 through Operating year 15. Such funds shall be expended in cash or in kind. Any such Capital Improvements shall be made in accordance with the provisions of this Agreement, including, without limitation, the DPW guidelines attached hereto as Exhibit "B" and shall be subject to the approval of the Department of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed. Operator may use its own employees in any and all phases of such Capital Improvements and receive credit against the above required payments for the reasonable value of the work, labor and

services provided by such employees. Operator shall comply with all applicable laws, rules, regulations, and County guidelines, including without limitation, the DPW Guidelines in Exhibit "B", subject to Park's Commissioner approval.

182 The Operator shall perform and complete all Capital Improvements, at its sole cost and expense, in accordance with the designs, plans and specifications approved by the Department and other governmental agencies having jurisdiction. Notwithstanding any other provision in this Agreement, County and Operator will cooperate in the creation and development of design specifications for the Facility and any other improvements to be constructed on the Premises. It is understood by the parties that the foregoing specifications and design documents shall include, at a minimum, the following components: (i) equipment and supply storage, and (ii) ADA compliant restroom facilities. Notwithstanding any other provision of this Agreement, the County shall not be responsible for constructing any of the buildings, structures or facilities described above. To ensure faithful completion of the Capital Improvements described herein, prior to any Capital Improvements being made pursuant to this Section 18, Operator shall execute both a Performance Bond and a Labor and Material Payment Bond to the Department, each in the amount of one hundred percent (100%) of the Total Cost of Capital Improvements as determined by the Commissioner of DPW, to remain in effect for the duration of this Agreement, including any renewal period(s). Such bonds shall be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who signs contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond or issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid certificate of Solvency or Treasury Department Circular. Such Performance Bond and Labor and Material Payment Bond shall be the form attached as Exhibit "B-1" and "B-2" hereto.

183 The Total Cost of the Capital Improvements shall be determined by the Department based upon construction documents, invoices, labor time sheets and such other supporting documents or other data as the Department may reasonably require. Expenditures for ordinary repairs and maintenance shall not be considered Capital Improvements; however, expenditures for Capital Improvements reflected in Exhibit C shall be included in the Total Cost in addition to architectural/engineering fees incurred by the Operator. In making the determination of the total cost of Capital Improvements, the Department may request any information it reasonably believes would be helpful to make such a determination. Operator shall forward such information to the Department upon its request. Operator shall spend or cause to be expended the entire amount required to complete the Capital Improvements described in Section 18.1, including any amount needed above any estimated cost

shown. In the event Operator performs all Capital Improvements for less than the amount listed in Section 18.1 herein, any excess monies shall be remitted to the County as additional license fees within thirty days following the Department's determination of Final Completion.

- 184 Operator shall proceed in good faith and with due diligence to complete all necessary Capital Improvements in accordance with this Agreement. Operator shall complete or cause to be completed all Capital Improvements so that the services to the public contemplated herein may commence and continue, unless such work cannot be completed due to circumstances beyond the control of Operator as determined by the Department, including acts of God, war, enemies or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty. In the event Operator fails to finally complete a particular Capital Improvement within sixty (60) days after the date specified for completion in accordance with approved plan, Operator may be required to pay the County liquidated damages of \$200 per day until the outstanding Capital Improvement is completed, provided that such failure is not the result of delay by the Department or any County, State, or federal permitting authority and provided further that the Department has given Operator a reasonable prior notice to cure such failure to complete and Operator has failed to cure within the period specified in such notice. In the event of any delay by the Department or any County, State, or federal permitting authority, the date specified for completion of the item affected by the delay shall be adjusted to reflect the duration of such delay. Operator's failure to comply with any phase of the schedules for Capital Improvements for a period of thirty days following written notice shall constitute a default upon which the County may terminate this Agreement by giving ten (10) days written notice.
- 185 Operator shall pay all applicable fees and shall submit to the Department and all other governmental agencies having jurisdiction, for prior approval (which approval shall not be unreasonably withheld, conditioned or delayed), all plans, specifications, schematics, working and mechanical drawings which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer, who will oversee the entire construction project. Operator shall submit the architect's or engineer's qualifications to the Department for prior approval (which approval shall not be unreasonably withheld, conditioned or delayed). All plans, specifications, schematics, and working and mechanical drawings shall be in such detail as the Department shall require. All work shall be undertaken in accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance by the Department (which approval shall not be unreasonably withheld, conditioned or delayed). The supervising architect or engineer is required to ensure that all construction conforms in all material respects to the plans approved by the Department (which approval shall not be unreasonably withheld, conditioned or delayed). No Capital Improvement shall be deemed Finally Completed until the Department certifies in writing that the Capital Improvement has been completed to its reasonable satisfaction. The Department's determination as to whether the Capital Improvements are Finally Complete shall not be unreasonably withheld, conditioned or delayed.

- 186 Upon certification by the Department of Final Completion by Operator of the Capital Improvements required herein, Operator shall provide the Department with one complete set of final, approved "AS-DESIGNED" plans on 4-millimeter double matte Mylar. Plans are also to be submitted in digital format (CAD file extension and .pdf). Acceptable manual drafting methods include ink or plastic film pencil. Right reading fixed line photo on 4-millimeter Mylar may be substituted for original drawings. If the fixed line photo process is used, the resultant film negative must be submitted with the drawings. CADD-generated drawings must be printed right-reading with either a pen or ink jet plotter. Drawings produced by diazo, electrostatic (i.e. Xerographic), laser, copy press (i.e. OCE), or other means utilizing toner will not be accepted. All "AS-DESIGNED" drawings submitted must be so labeled. Each drawing shall contain the name, address & telephone number of the Architect / Engineer.
- 187 Operator shall commence Capital Improvements only after the issuance of a building permit issued by the Town of Hempstead Department of Buildings, insofar as it may have jurisdiction over Capital Improvements. Operator shall also, prior to commencing work, obtain all other necessary governmental approvals, permits, and licenses. Operator shall notify the Department of the specific date on which construction shall begin.
- 188 Operator shall perform all Capital Improvements in accordance with all applicable federal, state, and County laws, rules, regulations, orders, and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall be new, free of defects, of high grade and quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. Operator shall obtain all manufacturer's warranties and guarantees for all such equipment and materials, as applicable.
- 189 During performance of the Capital Improvements and up to the date of Final Completion, Operator shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss or injury. In the event of such damage, loss or injury, Operator shall promptly replace or repair such Capital Improvements at its sole cost and expense.
- 1810 Operator shall provide written notice to the Department when the Capital Improvements are near Substantially Completed. After receiving such notice, the Department shall inspect such Capital Improvements. After such inspection the Department and Operator shall jointly develop a single final "punch list" incorporating all findings from such inspection concerning all work not completed to the reasonable satisfaction of the Department. Operator shall proceed with diligence to complete all "punch list" items within a reasonable time as determined by the DPW.
- 1811 Operator, within three (3) months of certification of Final Completion, shall furnish the Department with a certified statement, issued by Operator, detailing the actual costs of construction. Accompanying such statement shall be construction

documents, bills, invoices, labor time books, accounts payable, daily reports, bank deposit books, bank statements, checkbooks and canceled checks. Operator shall maintain accurate books and records of account of construction costs, which shall be segregated from other accounts, and shall itemize and specify those costs attributable to the Premises to permit audit by the Department or the County Comptroller upon reasonable, prior request.

- 18.12 Operator shall provide the Department with discharges for any and all liens which may be filed or levied against the Capital Improvements during construction of such Capital Improvements. Operator shall discharge such liens within thirty (30) business days of receipt of lien by Operator. Upon Final Completion of all Capital Improvements, the Department shall return to Operator its remaining payment and performance bond on deposit with the County.
- 18.13 Operator shall promptly repair, replace, restore, or rebuild, as the Department reasonably may reasonably determine, items of Capital Improvements in which defects in materials, workmanship or design may appear or to which damages may occur because of such defects, during the one year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this Section 18.13 shall constitute a default and may result in the termination of this Agreement.
- 18.14 Neither the Department, nor any other County departments, agencies, officers, agents, employees or assigns thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Agreement by the County, the Department, or any other department, officer, agent or employee of the County, before the Final Completion and acceptance of the Capital Improvements, from showing that the Capital Improvements or any part thereof do not in fact conform to the requirements of this Agreement and from demanding and recovering from the Operator such damages as the Department or the County may sustain by reason of Operator's failure to perform each and every material part of this Agreement in accordance with its terms, unless such determination, decision, approval order, letter, payment or certificate shall be made pursuant to a specific waiver of this Section 18.14 signed by the commissioner of the Department or her authorized representative.
- 18.15 Upon installation, title to all construction, renovation, improvements, and fixtures made to the Premises shall vest in and thereafter belong to the County at the County's option, which may be exercised at any time after the Substantial Completion of their construction, renovation, improvement, affixing, placement or installation. To the extent the County chooses not to exercise its option with respect to any of the construction, renovation, improvements, equipment or fixtures made to the Premises, it shall be the responsibility of Operator to remove its Expendable Equipment and restore the Premises to the satisfaction of the Department at the sole cost and expense of the Operator upon the Agreement Expiration Date or earlier termination of this Agreement. However, Operator shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical

wiring, elevators, windows and ventilation fixtures.

- 1816 In the event the County revokes this Agreement (except for cause) prior to the Agreement Expiration Date pursuant to Section 3.2 of the Agreement during the first fifteen (15) years of this Agreement, the Operator shall be reimbursed, for Adjusted Unamortized Capital Expenditures (as defined below) for Capital Improvements actually completed, as reasonably determined by the County. "Adjusted Unamortized Capital Expenditures" shall mean the unamortized, third party, actually incurred hard costs of the Capital Improvements. For the purposes of the above calculation, capital expenditures are to be amortized evenly over a fifteen (15) year period. The calculation of Adjusted Unamortized Capital Expenditures shall be verified by the Department and subject to the review, approval and audit of the County Comptroller. Soft costs such as design fees, architects and engineering fees, survey fees, consultant fees, attorney fees and other soft costs shall not be included in the County's calculation of Adjusted Unamortized Capital Expenditures.
- 1817 In the event that the NPS disallows any part of the Capital Improvements proposal, the amount allocated to any particular Capital Improvement shall be deducted from the total Capital Improvements required under this Agreement

#### ALTERATIONS

- 1818 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the original Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement, Capital Improvement, or construction work of any kind to Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating, or other systems of Premises.
- (b) Operator may make Alterations to the Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of County upon their attachment, installation or affixing, unless otherwise directed by the County.
- (c) In order to make Alterations to the Premises pursuant to subsection (b) of this Section, Operator must: (i) obtain the County's written approval (which approval shall not be unreasonably withheld, conditioned or delayed) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) ensure that work performed and alterations made on Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Section, in a good and workmanlike manner, and within a reasonable time; and (iii) notify the County of completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) The County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Premises at the County's expense, but nothing



herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions or improvements, nor shall this provision in any way affect or impair Operator's obligation herein in any respect.

(e) The County reserves the right to perform construction or maintenance work in its discretion at the Premises at any time during the term of this Agreement subject to Operator's reasonable consent. Operator agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as deemed reasonably necessary by the Department. The County shall use its best efforts to give Operator least fourteen (14) days written notice of any such work and not to interfere substantially with Operator's operation or use of the Premises. The Operator shall be responsible for security of all Operator's property on the Premises at all times.

#### XIX INDEPENDENT CONTRACTOR

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

#### XX. NO ARREARS OR DEFAULT

- 20.1 The Operator 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.

#### XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, Operator shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Operator is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Operator shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary, including any Nassau County Department of Health permits required,

any and all inspections of the Nassau County Fire Marshall's Office.

(b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the commencement of services, the Department shall ensure that all current and prospective personnel who, in carrying out this Agreement, will have unsupervised or regular and substantial contact with minors are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a felony or crime of moral turpitude, the Operator shall, upon notice from the Department, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within ten (10) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

(i). Operator shall be responsible for screening all personnel, including substantiating credentials and reference checks. In addition, Operator shall check each prospective personnel against Statewide Sexual Offenders Registry.

(ii). Operator agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

(iii). Operator agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.

(iv). Where the criminal history record of any personnel reveals a conviction of a crime, the Operator shall, upon notice from the head of the department charged with administering this Agreement, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department head, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled

by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems reasonably appropriate.

21.2 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 Operator agrees as follows:

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

21.3 Federal Quitclaim Deed Covenants and Restrictions. The Operator shall comply with and be fully bound by all the terms, conditions, covenants and restrictions contained in the quitclaim deed (the "Deed") made by United States of America, Administrator of General Services to County of Nassau dated April 24, 1968 recorded in Liber 7817 Page 291 which Deed is attached hereto as Exhibit "D" and made a part hereof. By the execution of this Agreement, the Operator expressly represents, warrants, covenants and agrees that it shall conduct its activities on the Premises in compliance with the public park and recreational use requirements as detailed in the Deed. In the event the Operator shall breach any term, condition, covenant, or restriction in the Deed, the County may immediately terminate this Agreement. Upon such termination by the County, all rights of Operator herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, the Department or Parks.

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

21.5 Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Operator 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 Operator 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 Operator shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

- (i) The Operator has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics") and will comply with all of its provisions.
- (ii) All of the Operator's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement.
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Operator will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement.
- (v) The Operator 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 Operator is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Operator has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

## XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by Law:

- (a) The Operator shall, and shall cause Operator agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Operator shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Operator operates. The Operator shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Operator's agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement.

### XXIII. RELEASE. INDEMNIFICATION. DEFENSE. COOPERATION

- 23.1 The County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by Operator or any third party arising out of (i) the occupancy or use of the Premises or any property contained therein on the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any property contained therein; except in all events to the extent such damage, injury or liability is caused or incurred as a result of the negligence or willful misconduct of an Indemnified Party (as hereinafter defined). The Operator hereby expressly release and discharges the County from any and all claims and action alleging or arising out of the foregoing (except as provided above).
- 23.2 The Operator assumes all risk in its performance of all activities authorized by this Agreement and shall be solely responsible for and shall indemnify and hold harmless the County, the Department, Parks and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Operator or an Operator Agent, including without limitation, Operator's operations pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same provided, however, that the Operator shall not be liable for a Loss, if any, caused by the negligence or willful misconduct of an Indemnified Party.
- 23.3 The Operator shall, upon the County's written demand and at the County's direction, promptly and diligently defend, at the Operator's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Operator shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- 23.4 The Operator shall and shall cause Operator agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- 23.5 The provisions of this Article XXIII shall survive the termination of this Agreement.

#### XXIV. INSURANCE

24.1 (a) Types and Amounts. The Operator shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence with five million (\$5,000,000) aggregate,, (ii) excess liability coverage in the amount of at least ten million dollars (\$10,000,000) in one or more layers, which limit may be revised from time to time at the sole discretion of the County to reflect amounts which a prudent licensee of a comparable size and in a comparable endeavor would obtain, (iii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per occurrence, (iv) compensation insurance for the benefit of the Operator's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (v) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and non-owned automobiles; and (vi) such additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify.

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

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

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE  
COUNTY

25.1 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

XXVI. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

26.1 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

XXVII. NOTICES

27.1 (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

(ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the

courier);

- (iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk); or
- (iv) by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with subparagraph (ii) or (iii) above) (any notice so delivered shall be deemed to have been received (1) on the date of transmission, if so transmitted before 5:00 p.m. (local time of the recipient) on a business day, or (2) on the next business day, if so transmitted on or after 5:00 p.m. (local time of the recipient) on a business day or if transmitted on a day other than a business day).
- (v) by electronic delivery, such as e-mail.

(b) All notices shall be addressed to the parties at the following addresses:

Notices to County will be given to:

Eileen Krieb - Commissioner  
Nassau County Department of Parks Recreation & Museums  
Administration Building  
Eisenhower Park  
East Meadow, NY 11554  
(516) 572-0272  
Fax: (516) 572-0227

With a copy to:

County Attorney, Nassau County

Attn:  
One West Street  
Mineola, New York 11501  
(516) 571-3076  
Fax: (516) 571-6684

Notices to the Operator will be given to:

[ ]  
6 Town Path  
Glen Cove, New York 11542  
Name: Peter Zaratin



Email: pzaratin@globalconcepts.com  
Phone: (516) 622-3900 ext. 820

With a copy to:

Lazer, Aptheker, Rosella & Yedid, P.C.  
225 Old Country Road  
Melville, New York 11747  
Attention: Matthew C. Lamstein, Esq.  
Email: [Lamstein@larvpc.com](mailto:Lamstein@larvpc.com)  
Fax: 631-761-0015

- (c) Either party may, by notice given pursuant to the provisions of this Article XXVII change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY.  
SUPREMACY

- 28.1 Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

XXIX. SECTION AND OTHER HEADINGS

- 29.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

### XXX. ENTIRE AGREEMENT

- 30.1 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.

### XXXI. EXECUTORY CLAUSE

- 31.1 Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite approvals have been obtained, including, if required, approval by the County Legislature and any other governmental authorities, (ii) this Agreement has been executed by the County Executive or a Deputy County Executive, and (iii) this Agreement has been approved by all applicable Federal Agencies and/or Departments.
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

### XXXI. NO WAIVER OF COUNTY'S RIGHTS.

- 32.1 The failure of either party hereto at any time to demand strict performance by the other party(ies) 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.

### XXXII. WAIVER OF TRIAL BY JURY

- 33.1 Each party hereby waives trial by jury in any action, proceeding, or counterclaim brought in any matter related to this Agreement.

### XXXIII. CONFLICT OF INTEREST

- 34.1 Operator represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which

would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Operator further represents and warrants that in the performance of this Agreement no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or the Department, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

#### XXXIV. PROCUREMENT OF AGREEMENT

- 35.1 Operator represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Operator further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Operator makes such representation and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- 35.2 For such a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, if any, and the Operator shall not make any claim for, or be entitled to recover any sums or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this Agreement.

#### XXXV. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

#### XXXVI. NO INTERPRETATION AGAINST DRAFTSMAN

- 37.1 County and Operator hereby agree that no provision of this Agreement shall be construed against either the County or Operator on the basis that the provision was

drafted by such party or such party's counsel.

XXXVII. SUCCESSORS AND ASSIGNS

- 38.1 This Agreement, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the County and Operator and, except as may otherwise be provided herein, their respective successors and assigns.

XXXIX. RIGHTS RESERVED BY THE COUNTY/CONCESSIONS

- 39.1 All rights not specifically granted to Operator in this Agreement shall be reserved by the County.

XL. MISCELLANEOUS

- 40.1 Bond Status. The Operator shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Operator shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.
- 40.2 Taxes and Impositions. The Operator shall pay directly to the appropriate taxing authority, as and when due and payable, any and all real property taxes, assessments or substitutes therefore imposed or levied against the Premises or which arise in respect of the operation, occupancy or use of the Premises.

[Remainder of page intentionally left blank]

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

GLOBAL SPORTS CENTER NASSAU

By: 

Name: PETER ZAPPATIN

Title: PRESIDENT

Date: AUG 30, 2021

NASSAU COUNTY

By: 

Name: ARTHUR T. WALSH

Title: County Executive

Date: Chief Deputy County Executive

10-4-22

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 30 day of August in the year 2021 before me personally came Peter Zaratini to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Global Sports Center Nassau 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.

Lisa M. Valsecchi  
NOTARY PUBLIC

LISA M VALSECCHI  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. NO. 01VA5050323  
QUALIFIED IN NASSAU COUNTY  
MY COMMISSION EXPIRES 10/10/2021

STATE OF NEW YORK)

)ss.:

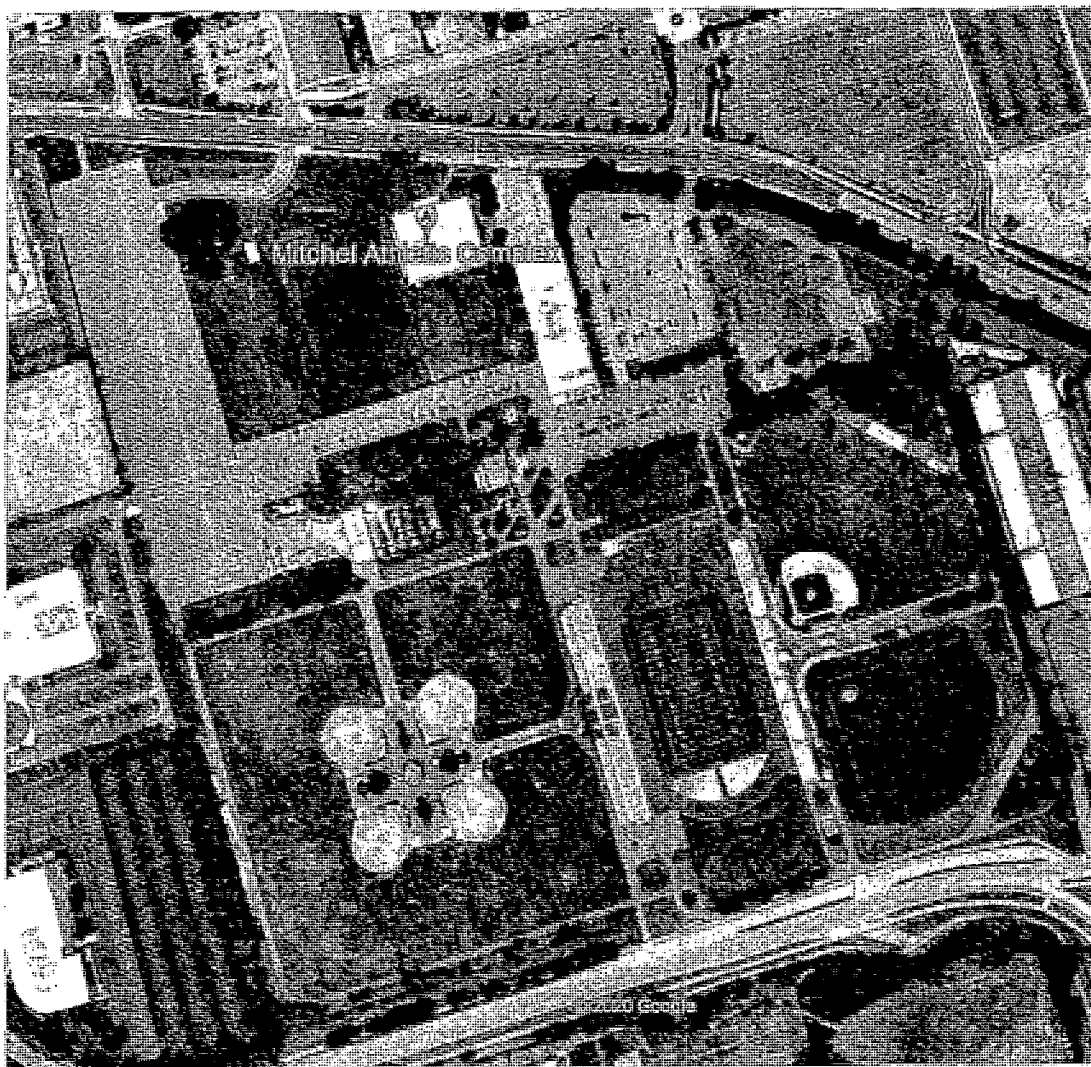
COUNTY OF NASSAU)

On the 4<sup>th</sup> day of October in the year 202<sup>2</sup> before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU that he or she is CDCE of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

Renee Reddy  
NOTARY PUBLIC

RENEE S REDDY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RE6434298  
Qualified in Nassau County  
Commission Expires June 6, 2026

EXHIBIT "A-1"  
MITCHEL ATHLETIC PARK SITE MAP



**EXHIBIT "A-2"**  
**PREMISES**



5/11/2021

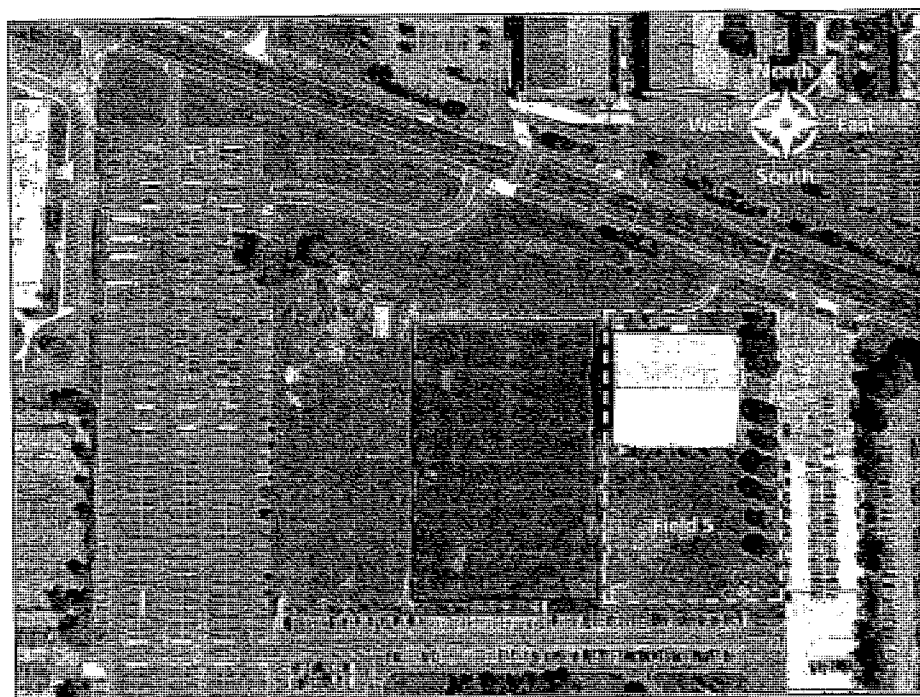


Illustration of existing Butler Building and Field 5 at Mitchel Athletic Complex.

The information contained in this presentation is confidential. Any unauthorized dissemination or copying or use or disclosure of information contained herein is strictly prohibited and may be illegal.

5/11/2021

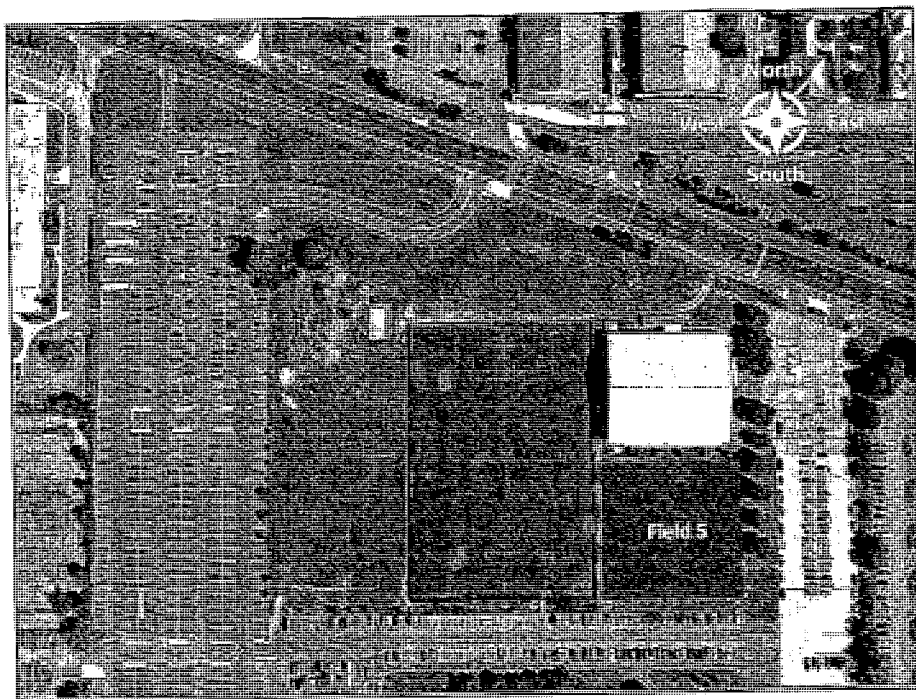


Illustration of Field 5 with synthetic turf replacing existing non-used grass area.

5/11/2021



Illustration of a temporary air-supported structure covering field 5 synthetic turf field pending the desire of operator to extend programming during winter months.

5/11/2021

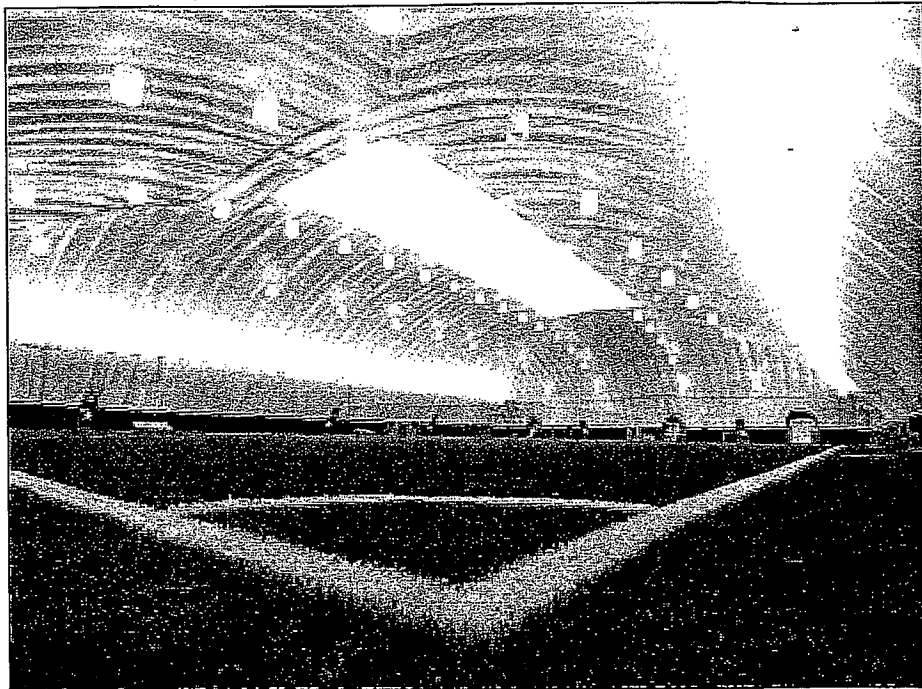


Illustration of existing Butler Building and Field 5 at Mitchel Athletic Complex.

The information contained in this presentation is confidential. Any unauthorized dissemination or copying or use or disclosure of information contained herein is strictly prohibited and may be illegal.

## EXHIBIT "B" DPW GUIDELINES

All suppliers participating in the design and construction are subject to the approval of Nassau County and will provide all vendor agreements & permits to Nassau County Department of Public Works (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to the Department and the Department of Public Works, or their designee for formal approval prior to the commencement of any work. The Operator will pay Nassau County a design review fee equal to 0.5% of the project value upon approval of the plans. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. The Operator will be responsible for securing the site during the construction phase. No construction can commence, or ground disturbed, prior to receiving a building permit. The Operator will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No contracts for materials, equipment or labor are to be made except with the concurrence of The Department its designee. The following guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the County and the Operator:

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

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code
- H. Nassau County D.P.W. Standard Specs. For Construction of Highways

and

Bridges

- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary

Sewers

- J. Americans With Disabilities Act
- K. Nassau County D.P.W. Drainage Requirements

b. If the Operator proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc.

(MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

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

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

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

g. The Operator agrees to be responsible for and save the County harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility, .

h. The Operator shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the County, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

i. Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

j. All contracts for construction or improvements to the Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor.

EXHIBIT "B-1"  
PERFORMANCE BOND

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that \_\_\_\_\_ (hereinafter called the  
"Contractor") and \_\_\_\_\_ a corporation created  
and existing under the laws of the State of \_\_\_\_\_, and  
licensed to do business in the State of New York, having its principal  
office in the city of \_\_\_\_\_ (hereinafter  
called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a  
municipal corporation of the State of New York (hereinafter called the  
"Owner"), in the full and just sum of

\_\_\_\_\_ Dollars (\_\_\_\_\_)  
good and lawful money of the United States of America, to the payment of  
which said sum of money, will and truly to be made and done, the said  
Contractor binds themselves (himself, itself), their (his, its) heirs,  
executors and administrators, successors and assigns, and the said  
Surety binds itself, its successors and assigns jointly and severally,  
firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

WHEREAS, said Contractor has entered into a certain written contract,  
bearing even date with these premises with the COUNTY OF NASSAU, for  
the

\_\_\_\_\_ which contract is hereby made a part of this bond as if herein set forth  
in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH,  
that if the said Contractor shall well, truly and faithfully comply with  
and perform all the terms, covenants and conditions of said contract on  
their (his, its) part to be kept and performed, according to the true  
intent and meaning of said contract, and shall protect the said Owner  
against, and pay any and all amounts, damages, cost and judgments which  
may or shall be recovered against said Owner or its officers or agents  
or which the said Owner may be called upon to pay to any person or  
corporation by reason of any damages arising or growing out of the doing  
of said work, or the manner of doing the same, or the neglect of the  
said Contractor or his (their, its) agents or servants, or the improper  
performance of the said work by the said Contractor, or his (their, its)  
agents or servants, or the infringement of any or patent rights by



reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferees of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done

or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

\_\_\_\_\_  
Contractor

by \_\_\_\_\_ (L.S.)

(Corporate seal of Contractor, if a corporation)

by \_\_\_\_\_ (L.S.)

Title

by \_\_\_\_\_ (L.S.)

Title

\_\_\_\_\_  
Surety

by \_\_\_\_\_ (L.S.)  
Title of Officer

Attest: \_\_\_\_\_ (L.S.)  
Title of Officer

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

(Acknowledgment by Contractor if a partnership)

STATE OF \_\_\_\_\_ )

SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of \_\_\_\_\_ the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

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

(Acknowledgment by Contractor if an individual,)

STATE OF \_\_\_\_\_ )

SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

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

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.: )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before personally came  
Known, who being by me duly sworn, did depose and say that he resides  
in \_\_\_\_\_ to me

that he is the \_\_\_\_\_ of the  
the corporation described in and which executed the within instrument;  
that he knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by the  
order of the Board of Directors of said corporation, and that he signed  
his name thereto by like order; and that the liabilities of said company  
do not exceed its assets as ascertained in the manner provided by the  
laws of the State of New York, and the said \_\_\_\_\_ further said  
that he is acquainted with \_\_\_\_\_ and knows him  
to be the \_\_\_\_\_ of said company; that the signature  
of the said \_\_\_\_\_ subscribed to the within instrument is  
in the genuine handwriting of the said \_\_\_\_\_  
and was subscribed thereto by like order of the Board of Directors, and  
in the presence of him, the said \_\_\_\_\_

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

**EXHIBIT "B-2"**  
**LABOR AND MATERIAL PAYMENT BOND**

LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_ as Principal,  
(Here insert the name and address, or legal title, of the Contractor).

hereinafter called Principal, and \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_, and licensed  
to do business in the State of New York, with its home office in \_\_\_\_\_

\_\_\_\_\_, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Nassau, as Obligee, here-  
in-after called Owner, for the use and benefit of claim-ants as herein  
below defined, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Here insert a sum equal to the contract price), for the payment whereof  
Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and as-signs, jointly and severally, firmly  
by these presents.

WHEREAS,  
Principal has by written agreement dated \_\_\_\_\_ entered into  
a contract with Owner for,

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter  
referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the  
Principal shall promptly make payment to all claimants as hereinafter  
defined, for all labor and material used or reasonably required for use  
in the performance of the CONTRACT; then this obligation shall be void;  
otherwise it shall remain in full force and effect, subject, however, to  
the following conditions:

1. A claimant is defined as one having a direct contract with the  
Principal or with a sub-contractor of the Principal for labor,  
material, or both, used or reasonably required for use in the  
performance of the contract, labor and material being construed to  
include that part of water, gas, power; light; heat, oil, gasoline,  
telephone service or rental of equipment directly applicable to the  
CONTRACT.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
- a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
- c. Other than in a court of competent jurisdiction in and for the County of Nassau.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20

Contractor

by \_\_\_\_\_ (L.S.)

(Corporate seal of  
Contractor  
Title if a corporation)

by \_\_\_\_\_ (L.S.)

Title

by \_\_\_\_\_ (L.S.)

Title of Officer

Surety

Attest: \_\_\_\_\_ (L.S.)

Title of Officer

(Corporate seal  
of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me known,  
who, being by me duly sworn, did depose and say for himself, that he  
resides in \_\_\_\_\_  
that he is the \_\_\_\_\_ of the  
the corporation described in, and which executed the foregoing  
instrument; that he knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation, and that  
he signed his name thereto by like order.

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

(Acknowledgment by Contractor if a partnership)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me known and known  
to me to be a member of  
the firm described in and which executed the foregoing bond or  
obligation, and he acknowledged to me that he subscribed the name of  
said firm thereto on behalf of said firm for the purpose therein  
mentioned.

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



(Acknowledgment by Contractor if an individual.)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
known and known to me to be the person described in and who executed the  
foregoing instrument, and he duly acknowledged that he executed the  
same.

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

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
Known, who being by me duly sworn, did depose and say that he resides  
in \_\_\_\_\_

that he is the \_\_\_\_\_ of the  
the corporation described in and which executed the within instrument;  
that he knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by the  
order of the Board of Directors of said corporation, and that he signed  
his name thereto by like order; and that the liabilities of said company  
do not exceed its assets as ascertained in the manner provided by the  
laws of the State of New York, and the said  
further said that he is acquainted with \_\_\_\_\_  
and knows him to be the \_\_\_\_\_ of said company;  
that the signature of the said \_\_\_\_\_  
and was subscribed thereto by like order of the Board of Directors, and  
in the presence of him, the said \_\_\_\_\_

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

**EXHIBIT "C"**  
**DESCRIPTION OF CAPITAL IMPROVEMENTS**

Renovation/rehabilitation of the existing building, including but not limited to:

- Installation of a new turf field
- Sub-metering of utilities
- New Lobby
- New restrooms
- Building Access Control
- Management Offices

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\$1,400,000.00

- Changing Room Facilities
- Concession Area
- Equipment storage area

---

\$400,000.00

- Installation of Ultra HD panoramic video recording technology, digital scoreboards, retractable spectator seating, enhanced pedestrian circulation and a 24/7 video surveillance system
- Installation of indoor/outdoor turf on the current Field #5
- Digital street signage, as approved,

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\$400,000.00

- Installation of an Air-Supported Structure ("Bubble") on Field 5 for use during inclement weather and late fall through early spring

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\$900,000.00

**EXHIBIT 'D'**  
**FEDERAL QUITCLAIM DEED**

QUITCLAIM DEED

THIS INDENTURE, made this *24<sup>th</sup>* day of *April*, 1948,  
between the UNITED STATES OF AMERICA acting by and through the  
30 Church Street, New York, New York,  
ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the  
powers and authority contained in the Federal Property and  
Administrative Services Act of 1949 (63 Stat. 377) as amended,  
and the Surplus Property Act of 1944 (58 Stat. 765) as amended  
thereby, and more particularly by Public Law 616, 80th Congress,  
approved June 10, 1948, and Regulations and Orders promulgated  
thereunder, party of the first part, and the COUNTY OF NASSAU,  
a municipal corporation of the State of New York, with offices  
at 1 West Street, Mineola, New York,  
party of the second part.

WITNESSETH:

That the said party of the first part, for and in  
consideration of the continuous use and maintenance of the  
premises hereinafter described by the party of the second part  
as and for a public park and public recreational area and in  
consideration of the payment of the sum of ONE MILLION FOUR HUNDRED THREE  
(\$1,403,833.50) DOLLARS,  
THOUSAND EIGHT HUNDRED THIRTY-THREE and 50/100, to it in hand  
paid by the said party of the second part, receipt of which is  
hereby acknowledged, and in consideration of the assumption by  
the party of the second part of all the obligations, restrictions,  
covenants, and conditions as hereinafter set forth, does hereby

Witnessed by *John J. [Signature]*  
Section 44 Block F lot 156

APR 25

remise, release and forever quitclaim unto the said party of  
the second part, its successors and assigns, without representation  
or warranty, express or implied:

All that tract, lot, piece or parcel of land, together with the  
buildings and improvements thereon, situate, lying and being in  
the Town of Hempstead, County of Nassau and State of New York,  
more particularly described as follows:

**BEGINNING** at the point of intersection of the southerly line of  
the premises herein described and the westerly line of the premises  
herein described said point being North 73 degrees 07 minutes 12  
seconds East 1569.95 feet from a point on the new easterly line of  
Oak Street which said point is distant 2,294.76 feet northerly along  
the new easterly side of Oak Street from the corner formed by the  
intersection of the new easterly side of Oak Street with the new  
northerly side of Hempstead-Tanningdale Turnpike, said point being  
also distant 336.76 feet northerly from the intersection of the  
northerly side of land now or formerly of Hofstra University (as  
same existed on November 1, 1966) with the new easterly side of  
Oak Street;

**RUNNING THENCE** from said point of beginning North 16 degrees 52  
minutes 48 seconds West 2255.73 feet to a point on the northerly  
line of the premises herein described;

**RUNNING THENCE** along said line North 73 degrees 38 minutes 37  
seconds East 962.28 feet to a point on the easterly line of the  
premises herein described;

**RUNNING THENCE** along said line the following three (3) courses  
and distances:

- (1) South 15 degrees 21 minutes 53 seconds East 1214.96 feet to  
a point;
- (2) North 73 degrees 41 minutes 16 seconds East 748.36 feet to  
a point;
- (3) South 16 degrees 51 minutes 27 seconds East 1024.87 feet to  
a point on the first mentioned line;

**RUNNING THENCE** along said line South 73 degrees 07 minutes 12  
seconds West 1698.23 feet to the point or place of beginning and  
containing 66.9876 plus or minus acres.

TOGETHER WITH THE appurtenances and all the estate  
and rights of the party of the first part in and to said premises,  
but subject to the obligations, reservations, restrictions,  
covenants and conditions herein contained.

Said property transferred hereby was duly determined to be surplus, and was assigned to General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and the Surplus Property Act of 1944 (58 Stat. 765) as amended thereby, and more particularly, Public Law 616, 80th Congress, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the party of the second part, its successors and assigns forever, subject to the reservations, restrictions, covenants and conditions herein contained.

The said party of the second part does, by the acceptance of this Deed, further covenant and agree for itself and its successors and assigns, as follows:

1. The above described premises shall be forever used and maintained as and for public park and public recreational area and for those purposes only in accordance with the approved program contained in offer to purchase and application dated September 11, 1967 as amended by letters dated January 2, and 16, 1968, submitted on behalf of the County of Nassau, as approved by report prepared by Northeast Regional Office, Bureau of Outdoor Recreation, Department of the Interior, dated January 1968, incorporated herein by said reference with the same force and effect as if herein fully set forth. Said program of utilization may be amended from time to time at the request of either the party of the second part or the United States of America, with the written concurrence of the other party, and that such amendments shall be added to and become a part of the aforesaid approved program of utilization.

2. The party of the second part, its successors and assigns, shall file biennial reports with the Secretary of the Interior, or his successor in function, setting forth the use of the property during the preceding two (2) year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.

3. The party of the second part will not sell, lease, assign or otherwise dispose of the premises, except to another local Government agency, that the Secretary of the Interior, or his successor in function, is satisfied can assure the continued use and maintenance of the property for a public park and public recreational area purposes.

4. In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to all of the said premises shall in its then existing condition revert to and become the property of the United States of America at the option of the Secretary of the Interior and it shall have the immediate right of entry upon said premises and the party of the second part, its successors and assigns shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging:

PROVIDED, HOWEVER, that the failure of the Secretary of the Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance shall continue in full force and effect.



5. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, including the presently existing national emergency, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT THAT the party of the first part shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid:

PROVIDED, HOWEVER, that if such use is required, the party of the first part shall pay a fair rental for the use of the premises or any part thereof (a) if such use occurs after the expiration of a period of twenty (20) years from the date hereof, or (b) if the premises so used have been released from the conveyance restrictions.

6. In the event of a breach of any condition or covenant herein imposed, the Secretary of the Interior, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.



7. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Secretary of the Interior, or his successor in function, take such action, including the prosecution or suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

8. Notwithstanding anything hereinbefore contained, as part of the consideration for this deed the grantee, by acceptance thereof, further covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with this deed is made will be conducted in compliance with, and the grantee, its successors and assigns will comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the grantee, its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the grantee, its successors and assigns will (a) obtain from each other person (any legal entity)

who, through contractual or other arrangements with the grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the grantee, its successors and assigns by this covenant, and (b) furnish the original of such agreement to the Secretary of the Interior, or his successor, upon his request therefor. This covenant shall run with the land hereby conveyed and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the grantor and enforceable by the grantor against the grantee, its successors and assigns.

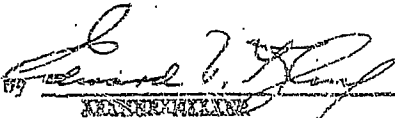
Provided, however, that this deed is made and accepted upon the following condition subsequent, which shall be binding upon and enforceable against the grantee, its successors and assigns: The program for or in connection with which this deed is made shall be conducted in compliance with, and the grantee, its successors and assigns shall comply with and shall require

any other person (any legal entity) who through contractual or other arrangements with the grantee, its successors or assigns is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, and the grantee, its successors and assigns shall promptly take and continue to take such action as may be necessary to comply with this condition. In the event of any breach of this condition, regardless of the cause of such breach, all right, title, and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Secretary of the Interior, or his successor in function. In such event the United States shall have the immediate right of entry upon said property, and the grantee, its successors and assigns shall forfeit all right, title, and interest in said property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or

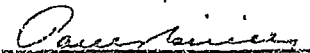
required to evidence transfer of title to such property to the United States. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by ~~Edward V. Kline~~, ~~Edward V. Kline~~, Regional Administrator, General Services Administration, Region 2, New York, New York, who has hereunto affixed his hand and seal, the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

 (L.S.)  
~~EDWARD V. KLINE~~  
EDWARD V. KLINE

Signed, sealed and delivered  
in the presence of:

  
PAUL F. CIRILLO

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 24<sup>th</sup> day of April, 1968, before  
me personally appeared Edward V. Kline,  
~~Regional Administrator~~, Regional Administrator,  
Region 2, New York, General Services Administration, resid-  
ing at 68 - 7th Street, New Hyde Park,  
~~ing at 100 East 100th Street, New York, New York~~, New York, to me known  
and known to me to be the individual described in and who  
executed the foregoing instrument and to be the Regional  
Administrator, Region 2, New York, General Services Adminis-  
tration, duly delegated, empowered and authorized by the  
Administrator of General Services, and who acknowledged  
that he executed the foregoing instrument for and on behalf  
of the Administrator of General Services, acting for and  
on behalf of the United States of America for the purposes  
and uses therein described.

Paul F. Grillo

PAUL F. GRILLO  
Notary Public - State of New York  
No. 30-569750  
Qualified in Nassau County  
Cert. filed with the New York Co. Clerk  
Commission Expires March 30, 1970



2005101

UNITED STATES OF MEXICO  
ACTING BY AND THROUGH HIS  
ADMINISTRATIVE OF GENERAL SERVICES

APR 25 1968

RECORDED

APR 28 3 23 PM '68  
HAROLD W. FRECHMILL  
COUNTY CLERK  
NASSAU COUNTY

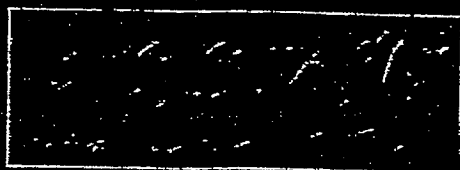
EX 110

COUNTY OF NASSAU

7817

QUITY AND DEED

See H. B. Bland  
Chap. 1 of 156



am to  
H. B. Bland  
Chap. 1 of 156  
Nassau  
N.Y.

Record and Return 1.

**EXHIBIT "E"**  
**POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING**

**I. PURPOSE**

**A. Objectives.** Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets and events ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- (a) maintaining the safe and orderly operation of Departments facilities;
- (b) maximization of revenue generated by Advertising;
- (c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- (d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers;
- (e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; and

**B. Nonpublic Forum.** By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that Departments assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

**C. Reservation of Rights.** The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

**D. Disclaimer.** The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

**E. Applicability.** These policies and standards shall apply to all property governed by the Departments pursuant to this Agreement.

**II. ADVERTISING STANDARDS**

**A. Commercial Advertisements Only.** Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods or services are permitted.

**B. Prohibited Advertising.** Advertisements shall not be accepted, displayed or maintained on Departments assets or events if the advertisements fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
- 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
- 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
- 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
- 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified or supplemented from time to time.
- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.
- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.



- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol or character that, as determined by the County, may interfere with, mislead, direct or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any moving parts.
- 19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.
- 20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such advertisement may be accepted, displayed or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Franchisee to locate another suitable location for

such advertising. However, the Franchisee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

**C. County Operations.** Nothing in this policy shall limit the County's right to display on Departments assets and events any advertisements and notices that pertain to County operations or initiatives.

**D. Existing Laws.** All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

### **III. REVIEW OF ADVERTISING DECISIONS**

**A. Initial Reviews.** The Operator will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If Operator determines that an advertisement is not or may not be in conformity with such standards:

a) The Operator shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Operator whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Operator, the Operator may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section

II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(c) In the event that the Operator and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event that the Operator and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Operator shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Operator shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

**B. Appeals to Advertising Review Committee.** An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review

Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

## 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, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make 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 plans any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the

term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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



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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Operator is:

PETER ZARATIN (Name)

6 TOWN PATH, GLEN COVE, NY 11542 (Address)

516-903-3552 (Telephone Number)

2. The Operator 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 Operator.

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

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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 Operator 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:

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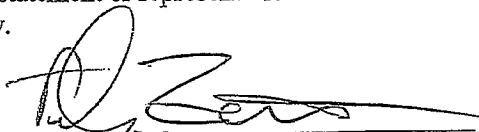
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5. Operator agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

8/30/21  
Dated

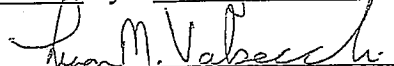
  
Signature of Chief Executive Officer

Name of Chief Executive Officer

PETER ZAPATIN

Sworn to before me this

30 day of August, 2021.

  
Notary Public

LISA M VALSECCHI  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. NO. 01VA5050323  
QUALIFIED IN NASSAU COUNTY  
MY COMMISSION EXPIRES 10/10/2021

APPENDIX "M"  
MONTHLY SCHEDULES



**OFFICIAL CORRESPONDENCE SENT VIA ELECTRONIC MAIL**

National Park Service

Federal Lands to Parks

Northeast Region

15 State St

Boston, MA 02109

**NO HARD COPY TO FOLLOW**



**United States Department of the Interior**

NATIONAL PARK SERVICE  
Federal Lands to Parks  
Northeast Region  
15 State Street  
Boston, MA 02109



IN REPLY REFER TO:

8.A.2 (NER-FLP)

Darcy A. Belyea, Commissioner  
Parks, Recreation and Museums  
County of Nassau  
Department of Parks, Recreation & Museums  
Eisenhower Park – East Meadow,  
New York 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

Dear Mr. Belyea,

Thank you for your correspondence dated July 13, 2022.

Per my conversations with Frank Puglisi and NPS review of the Draft Permit for Use and Occupancy of County-Owned Property between Global Sports Center – Nassau LLC and the County of Nassau for portions of land at the entrance of Mitchel Athletic Complex Park Uniondale, Town of Hempstead County of Nassau in the State of New York dated August 13, 2021 we concur with the previously proposed site improvements.

Previous correspondence with my predecessor, Elyse LaForest, does indicate project approval and I concur with her decision. A letter of final approval will be sent upon receipt of the final signed agreement.

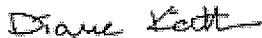
These improvements, as referenced in Ms. LaForest's letter dated September 8, 2015 retains the installation of synthetic turf to outdoor grass fields, adding field lighting, and rehabilitating the Butler Building but without relocating its location, significantly reducing the project's size and impact on the environment.

Nassau County Parks must still adhere to all covenants contained in the Federal Quitclaim Deed dated April 24, 1968 and any subsequent agreements with the federal government as part of a continued commitment to maintain the property as a public recreational area for the benefit of the residents of Nassau County and the general public.

Please keep in mind that the facilities must be available for use by the general public and not exclusive to any certain group of recreational users through contracts or other inclusive agreements. Please also ensure that Global Sports Center is aware of the reversionary clauses contained in the original deed.

This letter affirms that the National Park Service agrees with the proposed improvements and the draft permit dated August 13, 2021. I look forward to receiving the final signed permit.

Thank you for your assistance throughout this process.



Diane Keith  
Program Manager, Northeast Region  
Federal Lands to Parks Program

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Diane Keith  
Program Manager  
Northeast Region  
Federal Lands to Parks  
15 State St.  
Boston, MA 02109

617.981.2154

Federal Lands to Parks

Interior Region 1: CT, ME, MA, NH, NJ, NY, RI, VT

Interior Region 3: IL, IN, MI, MN, OH, WI

Interior Region 4: IA, MO

Interior Region 5: KS, NE, ND, SD

