

Contract ID#: CWPK15000098Department: Parks, Rec. & Museums

Use and Occupation Permit -Friends of Cedarmere

E-115-16**Contract Details**
 NIFS ID #: CWPK15000098 NIFS Entry Date: 10/29/15 Term: 3 year agreement upon Final Execution of Agreement

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name: Friends of Cedarmere, Inc.	Vendor ID# 27-2291032
Address PO BOX 214 Roslyn, NY 11576	Contact Person: John B. Dawson, Jr., Esq.
EMAIL: <u>john@jbdawsonlaw.com</u>	Phone 516-248-2131 Fax 516-802-3288

County Department
Department Contact Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone (516) 572-0378 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner

Date 10/30/15

Frank Camerlengo, Dep. Commissioner

Date 10/29/15

Eileen Krieb, CSR

Date 10/30/15

DATE Rcv'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
<u>11/2/15</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>11/2/15</u>	<i>Rinder Sen</i>	
<u>11/2/15</u>	OMB	NIFS Approval (Contractor Registered)	<u>11/2/15</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>11/2/15</u>	County Attorney	CA RE & Insurance Verification	<u>11/2/15</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>11/2/15</u>	County Attorney	CA Approval as to form	<u>11/2/15</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
<u>5/2/16</u>	Comptroller	NIFS Approval	<u>5/2/16</u>	<i>[Signature]</i>	

 RECEIVED
CLERK OF THE
COUNTY
SLATFIRE
2016 MAY -2 P 11:12

Contract ID#: COOK 15000098Department: Parks, Rec. & Museums

	County Executive	Notarization Filed with Clerk of the County of New York		
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Contract Summary

Description: The Friends of Cedarmere Use and Occupation Permit authorizing the Friends group to use the premises to conduct horticultural workshops conduct tours and host special events in order to raise funds to further their charter to help preserve Cedarmere. This is for a term of three years from execution by the County

Purpose: Provide cultural programming and promote Cedarmere as a source of enjoyment for all residents of Nassau County.

Method of Procurement: The 501c3 was formed as Friends of Cedarmere for the specific purpose of providing support to Cedarmere.

Procurement History: N/A

Description of General Provisions: Friends seek the necessary prior approvals from the Parks Dept. and the Hagerdorn Foundation to conduct any of the programs offered. There are an array of workshops offered at various times on horticulture, the environment, conservation, and book discussion groups, art classes, writing classes and poetry readings to audiences including school children, garden clubs and conservation organizations. The Friends organize special events to raise funds to enhance Cedarmere and raise community awareness of the site. For special events such as weddings, bar mitzvahs, anniversary parties, a Use & Occupancy permit is issued subject to the prior approval of Parks and Hagedorn and the County receives all payment of any and all applicable fees. Friends shall retain all fees respecting this provision after the payment of all applicable County fees, and other similar activities.

County provides no financial assistance to Friends.

Total Costs: N/A

Impact on Funding / Price Analysis: County provides no financial assistance to Friends.

Change in Contract from Prior Procurement: authorizes Friends to use the building and additional grounds on the Premises, current License Agreement incorporated into this Use and Occupancy Agreement.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	6EN
Control:	10
Resp:	1100
Object:	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX XX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PK GEN 1100 / DE 500	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	


Document **L. Rosenthal**
Prepared By: _____

Date **10/19/15**
: _____

Contract ID#: CQPK15000098



Department: Parks, Rec. & Museums

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>5/2/14</u>
Date	Date	(For Office Use Only) E #:



Nassau County Interim Finance Authority

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

1. Vendor: Friends of Cedarmere

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

Amount to be encumbered: \$.01

This is a ☒ New Contract ☐ Advisement ☐ 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: 3 year term upon execution

Has work or services on this contract commenced? ☐ Yes ☐ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % _____
☐ Other State % _____
County % _____

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

Provide cultural programming and promote Cedarmere as a source of enjoyment for all residents of Nassau County

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

CQPK15000025-\$45,000.00

AUTHORIZATION

George Maragos
Comptroller



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

To Dennis -
1/20/16

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: The Friends of Cedarmere

CONTRACTOR ADDRESS: P.O. Box 214, Roslyn, NY 11576

FEDERAL TAX ID #: 27-2291032

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 Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The _____ evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

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

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

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

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

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

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

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

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

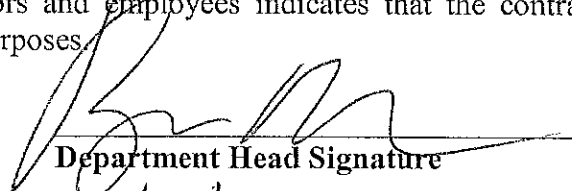
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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 the 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: X 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

1/20/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 4/14/16

Vendor: The Friends of Oedermere, INC

Signed: John B. Dawson, Jr.

Print Name: John B. Dawson, Jr

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John B. Dawson, Jr.

Date of birth [REDACTED]

Home address [REDACTED]

City/state/zip [REDACTED]

Business address 6800 Jericho Turnpike, Suite 120 W

City/state/zip Syosset, New York 11791

Telephone 516-248-2131

Other present address(es) [REDACTED]

City/state/zip [REDACTED]

Telephone [REDACTED]

List of other addresses and telephone numbers attached

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

President 06 / 11 / 2012 Treasurer / /

Chairman of Board / / Shareholder / /

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President / /

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ____ YES ☒; If Yes, provide details. I am the principal of the law firm John B. Dawson, Jr. PC
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? NO ☒ YES ____ 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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.

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

CERTIFICATION

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

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

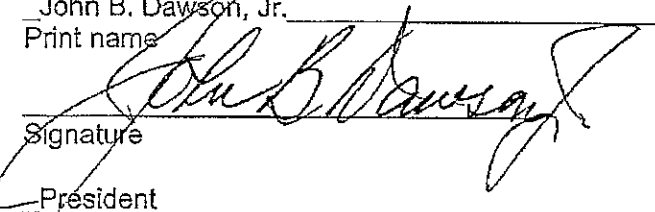
Sworn to before me this 14th day of April 2016


Notary Public

RICHARD C. HOCHMAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 02HO4870660
Qualified in Queens County
Commission expires August 18, 2018

The Friends of Cedarmere, Inc
Name of submitting business

John B. Dawson, Jr.
Print name


Signature

President
Title

April 14 / 2016
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: April 13, 2016

1) Proposer's Legal Name: The Friends of Cedarmere, Inc.

2) Address of Place of Business: 225 Bryant Avenue Roslyn Harbor, New York 11576

List all other business addresses used within last five years: PO Box 214 Roslyn, New York 11576

3) Mailing Address (if different): _____

Phone: 516-544-3944

Does the business own or rent its facilities? NO

4) Dun and Bradstreet number Unknown

5) Federal I.D. Number: 27-2291032

6) The proposer is a (check one): Sole Proprietorship Partnership Corporation
Other (Describe) Not-for-profit Corporation _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: Shares office space with the Hagedorn Foundation

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction. _____

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

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

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

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

17) Conflict of Interest:

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

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

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

acting on behalf of Nassau County. ___No Conflict exists

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

___No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. The Board of Directors has three attorneys among its membership who will review and determine whether or not there may be a conflict of interest in any proposed action _____

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; March 3, 2010
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; None
- iii) Name, address and position of all officers and directors of the company; See attached list
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; None
- vi) Annual revenue of firm; [REDACTED]
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits. The Proposer has performed pursuant to an agreement with the County Department of Parks, Recreation and Museums, and beyond, for the last four years, Maintaining gardens, repairing and improving outbuildings and grounds, providing guiding tours, and hosting concerts, poetry readings and other events.

- B. Indicate number of years in business. Five years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. None

- 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. None

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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

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

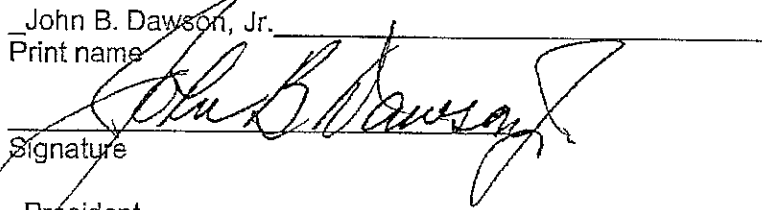
Sworn to before me this 14th day of April 2016


Notary Public

RICHARD C. HOUGHMAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 02HO4870660
Qualified in Queens County
Commission expires August 18, 2018

The Friends of Cedarmere, Inc
Name of submitting business

John B. Dawson, Jr.
Print name


Signature

President
Title

April 14 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: The Friends of Cedarhurst, Inc.
Address: P.O. Box 214,
City, State and Zip Code: Roslyn, New York
2. Entity's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture
_____ Ltd. Liability Co _____ Closely Held Corp Sec. 603(c)(3) Corp Other (specify)

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

Kevin Angliss, [REDACTED]; Paul Baserman,
[REDACTED]; John B. Dawson, Jr., [REDACTED]
[REDACTED]; Kareem El-Heneidi, [REDACTED]
Susanna E. Laruccia, [REDACTED]; Stefanie Lipsey,
[REDACTED]; Thomas U. Powell, [REDACTED]
Dr. Robert B. Sargent, [REDACTED]; Eric D. Swenson,
[REDACTED]; Dr. Anne Woodsworth, [REDACTED]

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

NONE

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE


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

NONE

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

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

Dated: October 5, 2015

Signed: 

Print Name: John B. Dawson, Jr.

Title: President

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

RULES RESOLUTION NO. – 2016

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

WHEREAS, the County has negotiated a Use and Occupancy
agreement with the Friends of Cedarmere, Inc., to occupy and operate the
premises, on a non-exclusive basis, at Cedarmere, 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 authorize the County Executive to execute the said Use and
Occupancy agreement with the Friends of Cedarmere, Inc.

USE AND OCCUPATION PERMIT

between

COUNTY OF NASSAU,

and

FRIENDS OF CEDARMERE

Premises: Bryant Avenue, Roslyn Harbor, New York

Friends of Cedarmere

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THIS USE AND OCCUPATION PERMIT AGREEMENT FOR THE SHARED USE OF CERTAIN BUILDINGS AND THE CONTINUED RESTORATION AND MAINTENANCE OF THE HISTORIC GARDENS OF CEDARMERE (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the County of Nassau, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), as licensor, and the Friends of Cedarmere, a not for profit organization having offices at P.O. Box 214, Roslyn, New York 11576, (hereinafter referred to as the "Permittee" or "Friends").

WITNESSETH:

WHEREAS, the County is the owner of the Cedarmere site which consists of the buildings and improvements thereon at Bryant Avenue, Roslyn Hills, New York and more particularly described in the site map attached hereto and hereby made a part hereof Exhibit A ("Cedarmere" or the "Premises"); and

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

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

WHEREAS, the County and Permittee desire to incorporate the terms and provisions of a License agreement between the parties respecting the restoration and maintenance of the Historic Gardens located at the Premises (the "Gardens Agreement"), dated March 20, 2012, attached hereto as Exhibit "C"

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

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

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

with the Hagedorn Foundation ("Hagedorn"). Any activities or uses approved by the County in this Agreement may also require the cooperation and approval of Hagedorn.

(b) Permittee shall have the non-exclusive use of: (1) use of rooms located in the rear of the main building on the first floor for certain events and the conference room on the first floor for Permittee's meetings, subject to the coordination with and approval of Hagedorn; (2) the Mill, subject to the coordination with and approval of Hagedorn; (3) the Ice House; (4) use of the library on the first floor for the Bryant Exhibit, subject to the coordination with and approval of Hagedorn; (5) use of the room on the third floor for the storage of Permittee's collections, subject to the coordination with and approval of Hagedorn; and (6) the grounds encompassing the Premises. This use is subject to the coordination with and approval of Hagedorn.

(c) The County and Permittee hereby re-state and specifically incorporate all of the terms and conditions of the Gardens Agreement. The term of the Gardens Agreement shall now run concurrently with this Agreement. In the event of a conflict in the terms and conditions of the Gardens Agreement and this Agreement, the terms and conditions of this Agreement shall control.

(d) The Permittee acknowledges that the grounds of the Premises is open to the public daily from dawn to dusk.

2. Term. (a) Subject to terms and conditions contained in this Agreement, this Agreement shall be for a period of three (3) years. The term of this Agreement (the "Term") shall commence on the date on which this Agreement is last executed by the parties hereto (the "Agreement Commencement Date") and shall terminate on the third (3rd) anniversary of the Agreement Commencement Date (hereinafter the "Agreement Expiration Date"), unless sooner terminated or extended in accordance with its terms.

3. (a) Use of Premises. In addition to the activities authorized in the Gardens Agreement, the Permittee shall use the Premises solely for the following activities, subject to requisite approvals:

(1) Workshops on horticulture, the environment, conservation, and book discussion groups, art classes, writing classes and poetry readings;

(2) Gatherings of school children, garden clubs and conservation organizations, including classes, workshops, and cultural events;

(3) Special events to raise funds to enable Permittee to enhance Cedarmere and raise community awareness of the site;

(4) Horticultural research;

(5) Guided tours;

(6) use and occupancies to organizations or individuals for private events such as weddings, bar mitzvahs, anniversary parties, subject to the prior approval of Parks and Hagedorn and the payment of any and all applicable fees to County. Friends shall retain all fees respecting this provision after the payment of all applicable County fees;

(7) Issuing photography permits, including the retention of the fees obtained thereof;

(8) All activities described herein are subject to the prior written approval of Parks.

(b) Prohibited Uses

(1) Athletic events involving team sports;

(2) Activities prohibited by village or county ordinance;

(3) Any purpose other than those purposes set forth in this Agreement without the prior written consent of the County.

(c) County Use. The County reserves the right, upon reasonable notice to Permittee and at no cost to the County, to use and occupy areas on the Premises for up to fifteen (15) special events per year.

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

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

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

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

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

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

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

(c) Maintenance of the Grounds. The Department will perform a twice yearly clean-up of the grounds in the Spring and Fall. The Department will also provide to the Permittee the services of two (2) seasonal County employees from approximately May 1st through approximately October 1st during each year of this Agreement to work on maintenance of the grounds under the supervision of the Department. Friends shall be responsible for the maintenance of the Gardens as provided for in the Gardens Agreement. All other maintenance obligations are subordinate to Hagedorn's obligations under its Use and Occupancy Agreement with the County.

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

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

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

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

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

9. Ownership of Equipment. (a) To the extent not supplied by the County, or procured with funds appropriated by the County, the Permittee shall, at its own expense, purchase and maintain such office furniture, equipment, and other movable property as shall

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

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

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

(b)(1) Independent Annual Financial Statements and Reports. Each year during the Term of this Agreement, the Permittee shall submit to the County financial statements for the Permittee's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public

accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Permittee, the County Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Permittee provides the County Comptroller with an unaudited financial statement covering the relevant fiscal year.

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

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

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

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

11. Compliance With Law. (a) Generally. The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of 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.

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

the Permittee of such request prior to disclosure of the Information so that the Permittee may take such action as it deems appropriate.

(c) 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 Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

(b) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, County Departments and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including

Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Permittee shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Permittee pursuant to this Agreement shall be (i) written by one or

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

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

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

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

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

15. Condemnation. (a) If the whole or any part of the Premises shall be taken by any lawful power or authority for any public or quasi-public use or purpose by the exercise of a right of condemnation or eminent domain, or, in lieu thereof, by Agreement of the County, the Permittee and those authorized to exercise that right, or if any such taking or condemnation of a portion of the Premises shall, in the reasonable opinion of the County, render the Premises unusable for the purposes contemplated by this Agreement,

then the Term of this Agreement shall be deemed to have ceased and terminated on the date preceding the date of vesting of title in any condemnation proceeding or action taken or had. Upon such taking or condemnation, the entire award paid with respect to the Premises shall be paid to the County.

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

(b) If consent to assign, amend, waive or subcontract this Agreement is granted, each assignee or successor to the Permittee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Permittee for the due performance of all the terms, covenants, conditions and agreements herein contained on the Permittee's part to be performed. In the event of a default of this Agreement by an assignee, the County will notify the Permittee of such default.

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

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

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

17. Termination/Revocation. (a) Notwithstanding any language contained herein, this Agreement is terminable at will by the County, for any or no reason. Such termination shall be effective thirty (30) days after written notice is sent to the Permittee. The County, its employees and agents shall not be liable for damages to the Permittee in

the event that this Agreement is terminated by the County as provided for herein. In the event such notice is not given, this Agreement shall terminate as described Section 2 of this Agreement.

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

18. Breach of Agreement; Events of Default. (a) Should the Permittee breach or fail to comply with any of the provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, the County may in writing order Permittee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Permittee fails to comply with such written notice within ten (10) days from the mailing thereof, subject to unavoidable delays beyond the reasonable control of the Permittee, then this Agreement shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, the County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.

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

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

19. Surrender. Upon the expiration or earlier termination of this Agreement, the Permittee shall quit and quietly and peaceably yield up and surrender to the County the Premises and all fixtures, and such furniture, equipment and movable property and all replacements thereof provided or installed by the County or procured with funds provided through County Support, all in as good condition as when received, reasonable wear and tear excepted. Any movable furniture, equipment or other property provided or installed by

the Permittee other than by the use of funds provided by County Support may be removed by the Permittee upon such expiration or termination, subject to the provisions of this Agreement. However, in the event such removal is not performed within thirty (30) days after termination or expiration of this Agreement, or within such additional period of time as the County may permit in writing, upon five (5) days' notice to the Permittee, such furniture, equipment and property may be kept, disposed of or sold by the County, and the County shall be entitled to all proceeds thereof. The Permittee's obligations under this Section shall survive the expiration or earlier termination of the term of this Agreement.

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

21. Lien. (a) The Permittee shall not permit the Premises to be encumbered by any Lien (defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmens' 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.

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

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

22. Alterations. (a) An "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement or construction work of any kind to the Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of the Premises.

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

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

(d) The County may, in its sole discretion, make Alterations or repairs or perform maintenance to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any such Alterations, repairs or maintenance, nor shall this provision in any way affect or impair the Permittee's obligations herein in any respect. The Permittee agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as deemed necessary by the County. The County shall use its best efforts to give the Permittee at least fourteen (14) days written notice of any such work

and not to interfere substantially with the Permittee's operation or use of the Premises. The County may temporarily close a part or all of the Premises for the County's purpose as determined by the County in its sole discretion. In the event that the Permittee must close the Premises for the purposes provided for in this Agreement because of such County construction, then the Permittee may propose and submit for County approval, a plan to equitably address the impact of the closure. The Permittee shall be responsible for security of all of the Licensees' property on the Premises at all times.

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

24. No Arrears or Default. The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

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

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

26. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver.
(a) Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the

Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

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

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

32. Not-For-Profit Status of Permittee. The Permittee is and shall at all times during the Term maintain itself as an exempt organization under Internal Revenue Code § 501(c)(3) and the Treasury Regulations thereunder. The failure of the Permittee to comply with the terms and conditions of this Section shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

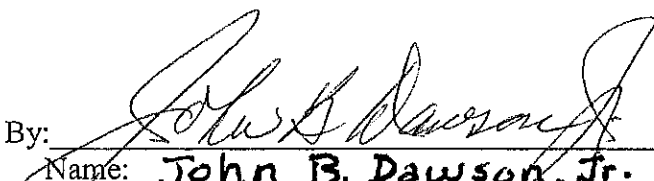
35. Waiver of Compensation. (a) The Permittee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished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

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

[Remainder of page intentionally left blank]

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

FRIENDS OF CEDARMERE

By: 
Name: John B. Dawson, Jr.
Title: President
Date: 10-5-2015

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 5th day of October in the year 2015 before me personally came John B. Dawson, Jr to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President of The Friends of Cedarvale, Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Glada Wesch
NOTARY PUBLIC

Linda Wesch
Notary Public, State of New York
Lisc. No. # 01WE9883790
Qualified in Nassau County
Commission Expires 08/31/2018

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

NOTARY PUBLIC

EXHIBIT A – CEDARMERE SITE MAP

Hempstead
Harbor

BRANT AVE



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
- Sewers
- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary
 - 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 "C"
GARDENS AGREEMENT

EXHIBIT "C"

THIS LICENSE (this "License" or "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of Nassau County Department of Parks, Recreation and Museums (the "Parks" or the "Department"), and the Friends of Cedarmere, a not-for-profit corporation having offices at an address at P.O. Box 214, Roslyn, New York 11576 ("the Friends").

WITNESSETH:

WHEREAS, the County owns the property commonly known as the Cedarmere Property (including the "Historic Gardens"), as more particularly described on the attached "Exhibit A."

WHEREAS, the Historic Gardens are of important historical Significance and requires restoration and maintenance;

WHEREAS, the Friends wishes to restore and maintain the historic flower gardens of the Historic Gardens at its expense or with funds donated to it by private individuals or foundations;

WHEREAS, the use and occupancy of the Historic Gardens, according to the limitations and restrictions described herein, and agreed to by the Friends, will not interfere with the use of the Historic Gardens and facilities by the public or by the agents, servants and/or employees of the County; and

WHEREAS, the Friends are willing to abide by and carry out the conditions and regulations of this License which shall not be considered a lease, but merely a license, revocable on demand.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

I. License to Restore, Use and Occupy the Historic Gardens

~~1.1 Grant of License.~~ The County hereby grants to the Friends a license and privilege to restore and maintain the Historic Gardens in accordance with the terms and conditions set for the in this License and Agreement and nothing contained herein is intended to transfer to the Friends any rights with respect to the Historic Gardens as more particularly described in Exhibit "A, A1, A2, A3, A4, A5 and A6".

1.2 Term. The term of this Agreement and the license hereby granted (the "Term") shall commence upon execution by the parties and terminate three (3) years thereafter unless this Agreement is sooner terminated in accordance with its terms. The parties may agree to extend the term under such conditions and for such a term as may be mutually acceptable to the parties.

1.3 Purpose. The purpose of this License is to enable the Friends to restore and maintain, the Historic Gardens consistent with the Friends' corporate purposes.

1.4 Use.

(a) The Friends, at its sole cost and expense, shall be permitted to use and occupy the Historic Gardens for the purpose of undertaking restoration projects to restore and maintain the Historic Gardens. When the Friends have prepared project descriptions and plans, it will send them to the County for its review and prior written approval, and the accepted project descriptions and plans will be incorporated into this License as Exhibit "B" (the "Project"). The Friends is strictly prohibited from using the Historic Gardens for any other purpose, without prior approval from the County.

(b) Upon the Department's prior written consent, the Friends may access the "Ice House" (tool shed) and use the gardening tools stored therein ("Equipment"). The Friends agrees to maintain the Equipment in good working order and to return such equipment to the Department in a condition equal to or better than the prior to usage by the Friends, ordinary wear and tear expected. The Friends shall be responsible for and shall ensure that all users of the Equipment are properly trained and made aware of all potential hazards (if any) and appropriate safety precautions prior to the use of the Equipment. The Friends expressly releases and discharges the County from any and all claims and actions arising from the Friends use of the Equipment.

(c) The Friends shall have access to a rest room in the main house.

(d) During the term of this Agreement, the Friends may post a sign at the Historic Gardens and at the entrance to Cedarmere, provided the design and text has been approved in advance by the Department, giving notice that the Friends of Cedarmere is the entity maintaining the Historic Gardens.

1.5 Obligations of the Parties.

(a) The Friends shall use its best efforts to stabilize and restore the gardens of the Historic Gardens substantially in accordance with the design and specifications set forth in Exhibit "B".

(b) The Friends shall be solely responsible for all aspects of the Project, including, but not limited to, funding the Project, labor and materials necessary to complete the Project in a manner consistent with all applicable laws, the administration of all Project contracts that may be necessary to complete the Project, obtaining all requisite permits or approvals to undertake the Project, and more generally, the management and supervision of the activities for the Project.

(c) The Friends shall ensure that all volunteers or contractors hired to perform the Project agree to complete all the work diligently, in a good and workmanlike manner, within a reasonable time and in compliance with all applicable laws, the plans and this Agreement.

(d) The Friends shall be solely responsible for all cleaning, repairs or maintenance work of any kind to be performed upon the Historic Gardens.

(e) It is anticipated that there will be minimal, if any, negative impact to the Historic Gardens or adjoining property as a result of the Friends use and occupancy and to the extent there is any damage the Friends agree to restore the damage area(s) to its natural physical condition.

(f) The Friends is accepting the Historic Gardens in its "AS IS" condition "WITH ALL FAULTS" as

of the date of this Agreement.

(g) The County will provide water for the project.

(h) Except in the event of an emergency, the County, the Department and any other agencies with jurisdiction over the Cedarmere property and their employees and contractors shall refrain from any gardening activities including but not limited to digging, planting, weeding, trimming, uprooting and cultivating in the Historic Gardens during the term of this License Agreement without prior consultation and coordination with the Friends.

(i) Except as provided in this Agreement, the County shall have no responsibility or liability to any person or entity for any element of the Project.

1.6 Inspection.

(a) The County Departments of Public Works, Parks, Recreation and Museums and any other County agencies with jurisdiction over the Cedarmere Property shall at all times have access to the Historic Gardens for general police visitation and inspection and for all other lawful purposes.

(b) The Park's Department shall conduct a periodic review of the Friends' gardening activities, as a basis for giving the Friends a brief written assessment of the quality and safety of the Historic Gardens.

(c) The parties acknowledge that the Friends derives no direct benefit from this License, or from the work it intends to perform on behalf of County, other than the intangible benefit of carrying out its mission of restoring and maintaining the Historic Gardens pursuant to its corporate purposes. In the event that the County determines that the restoration work performed by or directed by or on behalf of the Friends is not satisfactory or not in accordance with the Project and specifications referred to in Exhibit B, then its sole remedy shall be to revoke and terminate this License by written notice delivered to the Friends, at which time the Friends' obligations and liability will be only to pay for work theretofore completed (up to the limit set forth in paragraph 1.6 (a) above) and the County may complete the balance of the work at its own cost and expense, or not do so, as it may so determine.

1.7 Restrictions. The Friends understand that there may be covenants, restrictions, reservations, agreements, easements, rights of way or use, privileges, licenses, appurtenances and rights belonging or appertaining to the Historic Gardens (collectively "Restrictions") that may materially affect the Project. The Friends agree to abide by and not interfere with any Restrictions, of which it is aware, except as the County may otherwise agree. The County agrees to advise the Friends of all such covenants, restrictions, etc., known to it which may in any way impede, interfere with or otherwise materially affect the Project.

1.8 Claims. Each party shall promptly notify the other of them of any injuries (personal or otherwise) in connection with this Agreement or claims made against it in connection with this Agreement.

1.9 Release; Indemnification; Defense; Cooperation.

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

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

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

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

1.10 Insurance.

(a) The Friends shall obtain and cause all contractors working on the Project to obtain and maintain:

(b) commercial general liability insurance issued to and covering the liability of the County and Friends, with respect to the ownership and use of the property covered by this License. Such liability policy shall name the "County of Nassau", its officials, employees, volunteers, agencies and representatives as additional insured under the commercial general liability policy. A waiver of subrogation is granted in favor of the County of Nassau. The limits of liability in such policy shall be not less than one million dollar (\$1,000,000.00) per occurrence with two million (\$2,000,000.00) aggregate coverage for all damages arising out of personal injury and bodily injury, including death at any time resulting there from, and destruction to property. Such insurance is to be approved and obtained by the Friends and the County prior to the commence of the project and then kept continuously in force during the currency of this License and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Friends. The insurance policy must be in form, substance and in all respects acceptable to the County.

(ii) worker's compensation insurance, in accordance with statutory requirements.

(b) Prior to commencing the Project work, copies of current certificates of insurance evidencing the insurance coverage required by the Agreement shall be delivered to the County. 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 Friends shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. The Friends shall cause all insurance to remain in full force and effect until substantial completion of the work performed by such party during 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 Friends' contractors to maintain any required Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Friends 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.

General II

2.1 Notice. Any notice, requires, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date of the delivery receipt or three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) addressed to the other party at the address set forth above, or to such other persons or addresses as shall be designated by written notice.

2.2 Termination

(a) This Agreement may be terminated, and the license granted herein revoked:

(i) for any or no reason by the County upon thirty (30) days' written notice to the Friends,

(ii) for "Cause" by the County,

(iii) upon mutual written Agreement of the County and the Friends, and

(iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes:

(i) breach of this Agreement; and

(ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered.

(c) This Agreement and License shall be automatically terminated upon the Friends delivering to the County notice that it is unable to continue the project. Except as provided herein, in such case of termination, all obligations of the Friends shall thereupon cease.

2.3 Successors and Assigns. The Covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and the Friends and their respective permitted successors and assigns.

2.4 Assignment. Neither party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other party and any purported assignment without such consent shall be of no force and effect.

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

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

2.7 Governing Law, Jury Trial Waiver.

(a) This Agreement

(i) shall be governed by and construed in accordance with the laws of the State of New York, and

(ii) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto.

(b) Both the Friends and the County hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

2.8 Compliance with Law. The Friends shall comply with any and all applicable Federal, State and local Laws, including but not limited to, those relating to conflicts of interest, discrimination, State Environmental Quality Review Act, a living wage and disclosure of information, in connection with its performance under this Agreement. 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.

2.9 Third Party Claims. Nothing in this Agreement shall create or give to third parties any claim or right of action against the Friends or the County beyond such as may legally exist irrespective of this Agreement.

2.10 Executory Clause. Notwithstanding any other provision of this License, the County shall have no liability under this License to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this License has been executed by the Parks Commissioner or his duly-designated deputy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties.

COUNTY OF NASSAU

By 

Name: Carnell Foskey

Title: Commissioner

Nassau County Department of
Parks, Recreation and Museums

Date: 3/19/16

FRIENDS OF CED ARMERE

By 

Name: John B. Dawson, Jr.

Title: President

Date: 3/20/12

County of Nassau's Acknowledgment:

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 19TH day of MARCH in the year 2002, before me personally came Carnell Foskey, 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Linda H. Green

NOTARY PUBLIC

LINDA H. GREEN
Notary Public, State of New York
No. 01GR0092416
Qualified in Nassau County
Commission Expires May 19, 2015

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 20th day of MARCH, in the year 2002, before me personally came John A. Dawson, Jr. to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of [REDACTED] that he is the President of Friends of Cedarmere, INC., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority of the board of directors of said corporation.

Linda Wesch

NOTARY PUBLIC

Linda Wesch
Notary Public, State of New York
Lisc. No. # 01WE0663790
Qualified in Nassau County
Commission Expires 08/31/2014

EXHIBIT "A"
DESCRIPTION OF HISTORIC GARDENS

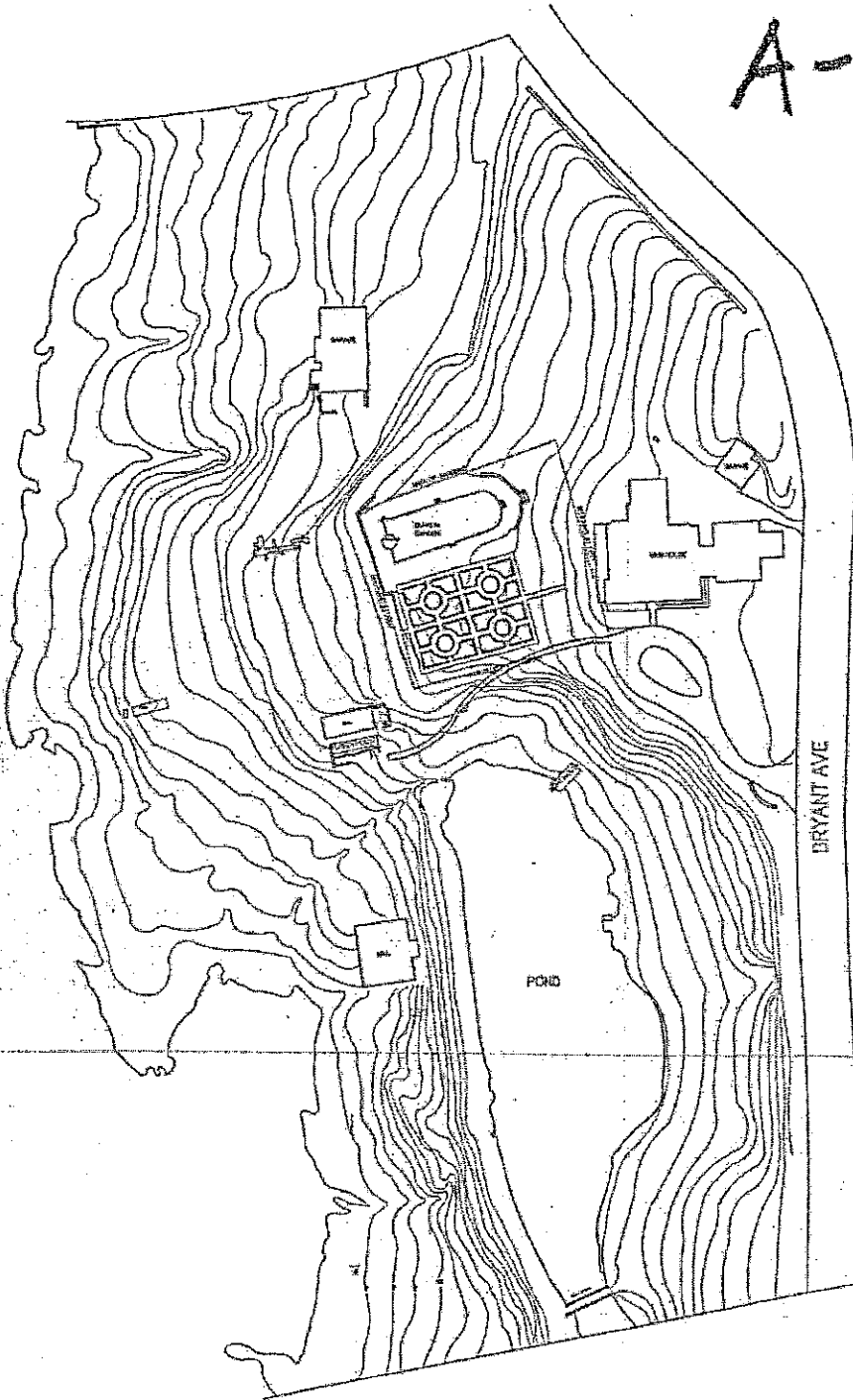
The Historic Gardens at Cedarmere include a 19th century English Boxwood and floral garden. Each flower bed is filled with perennial varieties from the 19th century. There is also a Sunken Garden, which also includes perennials and annual plantings from both the late 19th century and early 20th century varieties. The Gardens are more fully described in the attached treatises. The details in the attachments were prepared after exhausting research and study by experts, and were approved by the Nassau County Department of Parks, Recreation and Museums. The plans for the Boxwood Garden were implemented in 1995 and for the Sunken Garden in 1997. For a number of years the Gardens were maintained by volunteers, using private charitable contributions to obtain seeds, plants and equipment, until the Museum was closed in 2009.

Attachments:

- A1. Plan of Cedarmere property with garden locations identified.
- A2. Current photograph of the Gardens.
- A3. Bryant Memorial Boxwood Garden: Restoration Report.
- A4. Bryant Memorial Boxwood Garden: Authentic Plant Report.
- A5. Bryant Memorial Boxwood Garden: Maintenance Report.
- A6. Sunken Garden Plant Layout

A-1

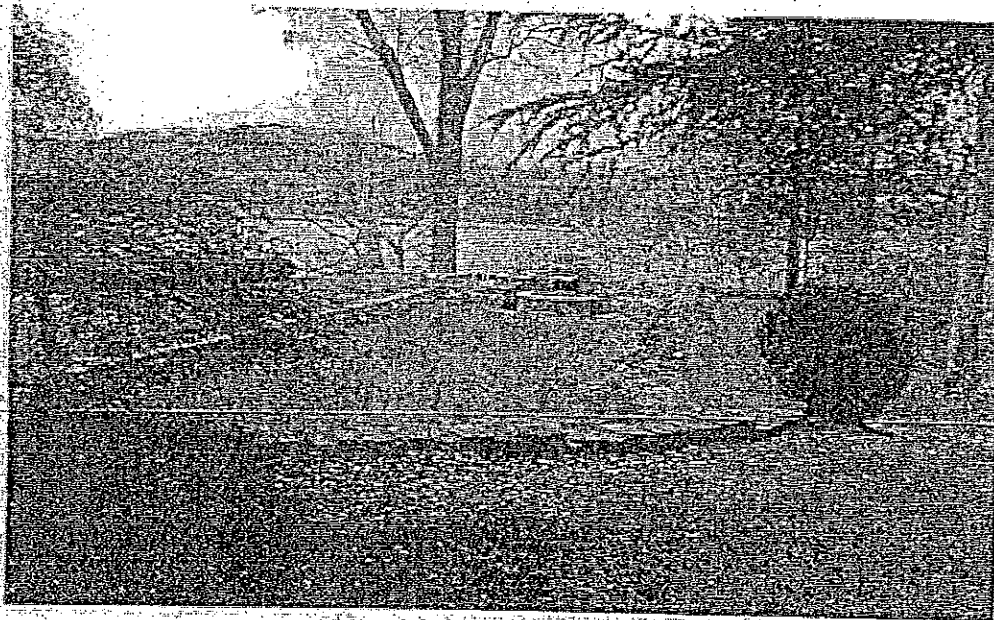
HEMPSTEAD HARBOR



A-2



Boxwood Garden (left) and Sunken Garden (right) [Nov. 17, 2011]



Sunken Garden

EXHIBIT "B" - PROJECT DESCRIPTION

The Friends of Cedarmere will undertake to recruit, organize and supervise a team of volunteers to clean up, restore, replant and maintain the historic Boxwood and Sunken Gardens. The selection and layout of plants and flowers will be guided by the historic studies included in Exhibit "A". If named varieties of plants are unavailable, or no longer exist, authentic, historically correct plants will be substituted. The proposed selection of plants will be submitted to the Nassau County Department of Parks, Recreation and Museums for review and approval in advance of purchase. Clean up debris will be moved from the Gardens to the onsite dumpsters.

In addition to caring for the plants in the Gardens, the Friends of Cedarmere will undertake responsibility for the care of the Magnolia tree in the Boxwood Garden, and the Weeping Cherry and two Split Maple trees in the Sunken Garden.

The Friends of Cedarmere shall not be responsible for maintaining the gravel pathways, nor the lawn areas around the Gardens.

The restoration and maintenance of the Gardens shall be in accordance with the Reports shown in Exhibit "A", prepared by the landscape and design firm of Joseph W. Tyree and Sally Gilmartin O'Connor, and by Muriel Tatem, after extensive research, and approval by the Nassau County Department of Parks, Recreation and Museums.

Funds to support the gardening activities will be solicited from individuals, corporations and foundations, including, but not limited to, those that had previously supported the volunteer activities prior to 2009.

The Friends of Cedarmere shall provide advance notice to a designated representative, of the schedule of on-site volunteer activities. Subject to weather conditions, those activities will commence with a spring clean up in early April and conclude with a fall clean up and bulb planting in early November. Off-site planning and ordering of plants, seeds and supplies will begin in January.

The Department of Parks, Recreation and Museums shall provide reasonable access to gardening tools, water, including the maintenance of the existing sprinkler system, electricity and toilet facilities for the volunteers.

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 plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix L



Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

John B. Dawson, Jr

(Name)

(Address)

(Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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

and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

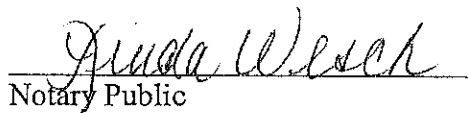
10/5/2015
Dated


Signature of Chief Executive Officer

John B. Dawson, Jr.
Name of Chief Executive Officer

Sworn to before me this

5th day of October, 2015.


Notary Public

Linda Wesch
Notary Public, State of New York
Lisc. No. # 01WE9863790
Qualified in Nassau County
Commission Expires 08/31/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2016

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

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

PRODUCER Fabricant & Fabricant, Inc. 1251 Old Northern Boulevard P.O. Box 9004 Roslyn NY 11576	CONTACT NAME: Melinda Lynch PHONE (A/C, No, Ext): (516) 621-9000 FAX (A/C, No): (516) 621-0092 E-MAIL ADDRESS: melindal@fabricantinsurance.com
INSURED Friends of Cedarmere Inc Po Box 214 Roslyn NY 11576	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins. Co. (LOV) INSURER B: Allied World National Assurance INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15-16 master **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				6/16/2015	6/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				3/16/2016	3/16/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Nassau County is an additional insured as per written agreement.

Location: Cedarmere, Roslyn, New York

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
1350 Franklin Avenue
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

Kenneth Fabricant/MEE

ACORD 25 (2010/05)

INS025 (201005) 01

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LINK TO:

CURRENT YR BUDGET & OBLIGATION SUMMARY

10:54 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 11 2015 NOV 2015

INDEX :

ORGANIZATION : PK10 ADMINISTRATION

CHARAC / OBJECT : X

FDTP FUND SFND : GF GEN GEN GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DE	CONTRACTUA	4,171,000	4,171,000	3,795,925	375,075
	EXP TOTAL	6,576,786	6,576,786	5,448,363	1,128,423
	REV - EXP	-2,391,786	-2,391,786	-1,511,801	879,985

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

LINK TO:

VENDOR DETAIL

10:54 AM

ACTIVE

FISCAL MO/YEAR : 09 2015 SEPT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 272291032

THE FRIENDS OF CEDERMERE, INC.

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	DUE DATE		DESCRIPTION					AMOUNT
	09/17/2015	136P	VDPK15000177	01	PKGRT98000TH	DE500		09 2015
	08/17/2015		*CQPK15-25ADV*					-45,000.00

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F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

FAML6161 V4.2

NIFS PRODUCTION SYSTEM

11/05/2015

LINK TO:

VENDOR DETAIL

10:54 AM

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 272291032

THE FRIENDS OF CEDERMERE, INC.

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			RESTORE PRESERVE MAINTAIN CEDARMERE HISTORIC PRO						45,000.00

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F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

DOCUMENT HEADER

2:25 PM

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ENTERED BY : BUFFOLINO, PATTI 2-0240
DOCUMENT NUMBER : CQPK15000098 INITIATING DEPT : PK
INPUT PERIOD (MM YYYY) : 10 2015 OCTOBER
VENDOR NUMBER / SUFFIX : 272291032 01 APPROVAL TYPE : 01
VENDOR NAME : THE FRIENDS OF CEDERMERE, INC.
VENDOR ADDRESS : P.O BOX 214

ROSLYN NY 115760214

COUNTRY : USA
ALPHA VENDOR : THE FRIENDS OF CEDERMERE
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : .01 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :
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F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CQPK15000098 - 01 INPUT PER: 10 2015 AMOUNT : .01

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : U&O PERMIT FRDSOFCE DARMERE 3 YR UPON FINAL EXECUT
TRANS AMOUNT : .01
INDEX : PKGEN1100 ADMINISTRATION
SUBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

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F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED