

Contract ID#: C9EW01000003-07

# E-259-16

Department: Parks, Rec. & Museums

## Contract Details

SERVICE: Museums at Mitchell D/B/A Cradle of Aviation-upon execution by County and terminate on 12/31/2031 with one 5 year period renewal upon approval by County Executive

NIFS ID #: C1PK/16000007 NIFS Entry Date: 11/16/16 Term:

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
RES#		

## Agency Information

Vendor	
Name: Museums at Mitchell	Vendor ID# 113558761-01
Address One Davis Avenue Garden City, NY 11530	Contact Person: Andrew Parton
REG: Museums at Mitchell Email: aparton@cradleofaviation.org	Phone 516-572-4038 Fax: 516-572-4079

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 11/17/16

Frank Camerlengo, Dep. Comm.

Date 11/17/16

Eileen Krieb, CSR

Date 11/17/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
<u>11/17/16</u>	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
<u>11/17/16</u>	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>11/17/16</u>	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
<u>11/17/16</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>11/17/16</u>	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
<u>11/17/16</u>	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	

RECEIVED  
CLERK OF THE LEGAL ATTORNEY  
NOV 28 2016



## Contract Summary

<b>Description:</b> Museums at Mitchell D/B/A Cradle of Aviation desires to change some certain terms and conditions of the original contract (2001) and amendment (2006) where the existing contract expires in 2031.
<b>Purpose:</b> The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM
<b>Method of Procurement:</b> N/A
<b>Procurement History:</b> N/A
<b>Description of General Provisions:</b>  The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM
<b>Impact on Funding / Price Analysis:</b> N/A
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	PK 1100
Object:	DE 500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

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

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

Document Prepared By: L. RosenthalDate: 11/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
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*Signature*  
11/23/16

RULES RESOLUTION NO.    – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,  
RECREATION AND MUSEUMS AND THE MUSEUMS AT MITCHEL  
D/B/A CRADLE OF AVIATION MUSEUM

WHEREAS, the County has negotiated an amendment to a  
memorandum of operational services agreement with the Museums at  
Mitchel D/B/A Cradle of Aviation Museum, changing the term of the  
agreement and clarifying other terms of the agreement, 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 amendment  
with the Museums at Mitchel D/B/A Cradle of Aviation Museum.



## Nassau County Interim Finance Authority

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

1. Vendor: Museums at Mitchell (Cradle of Aviation "CAM")

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: thru 12/31/31

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

If yes, please explain: Amendment to existing contract term unchanged from original contract

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT) Federal % ☐  
☐ Capital Improvement Fund (CAP) State % ☐  
☒ Other 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:

The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM

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:

CQPK16000016-\$600,000.00 - 2/1/16-12/31/16 (grant contract)

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Bell  
Signature

Title

11/17/16  
Date

\_\_\_\_\_  
Print Name

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

\_\_\_\_\_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

\_\_\_\_\_ I certify that the bonding for this contract has been approved by NIFA.

\_\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

George Maragos  
Comptroller



**OFFICE OF THE COMPTROLLER**

240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Museums at Mitchell (Cradle of Aviation "CAM")

**CONTRACTOR ADDRESS:** 1 Davis Avenue, Garden City, NY 11530

**FEDERAL TAX ID #:** 113558761-01

**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. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County in 2001 and amended in 2006. 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 N/A

\_\_\_\_\_  
[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. X 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. 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

\_\_\_\_\_  
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?

NONE

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: 11/4/16

Vendor: MUSKUS AT MITCHELL

Signed: [Signature]

Print Name: ANDREW PAXTON

Title: Executive Director

## 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 TIM MILLER  
Date of birth 4/7/61  
Home address 14 W. MALL DRIVE  
City/state/zip HUNTINGTON, NY 11743  
Business address WELSBACH ELECTRIC, 111-01 14 Ave, Es  
City/state/zip College Point, NY 11356  
Telephone 718-670-7873  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President     /     /     Treasurer 7/1/16  
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /     \_\_\_\_\_ /     /      
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO X;  
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO ☒ 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? YES \_\_\_ NO ☒ 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? YES \_\_\_ NO ☒ 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? YES \_\_\_ NO ☒ 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? YES \_\_\_ NO ☒ 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? YES \_\_\_ NO ☒ 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, TIMOTHY MILVER, 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 4<sup>th</sup> day of November 2016

Filomena Eberhardt  
Notary Public

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

MVSOUND AT MITCHEL  
Name of submitting business

TIMOTHY MILVER  
Print name

[Signature]  
Signature

TREASURER  
Title

11 / 4 / 16  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name MICHAEL STROMER  
Date of birth 03 / 19 / 77  
Home address 2618 Clovermere Rd  
City/state/zip Oceanside, NY 11572  
Business address JETBLUE, 27-01 QUEENS PLAZA NORTH  
City/state/zip LONG ISLAND CITY, NY 11101  
Telephone 718-709-3519  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_

(Other) VICE CHAIR OF BOARD 7/1/16

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X 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? YES \_\_\_ NO X 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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, MICHAEL STROMER, 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 4<sup>th</sup> day of November 2016

Filomena Eberhardt  
Notary Public

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

MUSEUM AT MITCHEL  
Name of submitting business

MICHAEL STROMER  
Print name

[Signature]  
Signature

VICE CHAIR OF BOARD  
Title

11 / 4 / 16  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name MARC MACDONELL  
Date of birth 01/10/1954  
Home address 125 Svedeen Ave  
City/state/zip Bayport N.Y. 11705  
Business address Ausio, 425 Smith St.  
City/state/zip FARMINGDALE, NY 11735  
Telephone 516-944-9862  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President   /  /   Treasurer   /  /    
Chairman of Board 7/1/16 Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary   /  /    
Chief Financial Officer   /  /   Partner   /  /    
Vice President   /  /     /  /    
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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I, MARC MacDONELL, 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 4<sup>th</sup> day of November 2016

Filomena Eberhardt  
Notary Public

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

Muszund at Mitchel  
Name of submitting business

MARC MacDONELL  
Print name

[Signature]  
Signature

CHAIR BOARD OF TRUSTEES  
Title

11 / 4 / 16  
Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name ANDREW PARTON  
Date of birth 1 / 2 / 58  
Home address 1750 CORNELIUS AVE  
City/state/zip WANTAH NY 11793  
Business address 1 DAVIS AVE  
City/state/zip GARSON CITY, NY 11530  
Telephone 516-572-4038  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer 7 / 1 / 07 Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_\_ NO ☒ If Yes, provide 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO X

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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X 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? YES \_\_\_\_ NO X If Yes, provide details for each such year.

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I, Andrew Parton, 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 4<sup>th</sup> day of November 2016

Filomena Eberhardt  
Notary Public

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

MUSEUMS AT MITZTEL  
Name of submitting business

ANDREW PARTON  
Print name

[Signature]  
Signature  
EXECUTIVE DIRECTOR  
Title

11 / 4 / 16  
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: 11/4/16

1) Proposer's Legal Name: MUSEUMS AT MITTEL

2) Address of Place of Business: 1 DAVIS AVE., GARDEN CITY, NY 11530

List all other business addresses used within last five years:

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

Phone: 516-572-4038

Does the business own or rent its facilities? COUNTY OWNED FACILITIES

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 113558761

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) NEP MUSEUM SOLIC3

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

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

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

MUSEUM BOARD HAS ADOPTED A CONFLICT OF INTEREST  
POLICY WHICH SHOULD INSURE THAT FUTURE CONFLICTS  
WILL NOT OCCUR

- 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; 2002
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; 20 PER
- vi) Annual revenue of firm; 3.7MM
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 14

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

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

Company WESTBURY SCHOOL DISTRICT

Contact Person BRUMSIC BRANDON

Address 1 Post Rd

City/State WESTBURY NY 11568

Telephone 516-874-1197

Fax # \_\_\_\_\_

E-Mail Address B.BRANDON@westburyschools.org

Company NASSAU COMMUNITY COLLEGE  
Contact Person MARILYN MONROE  
Address ONE EDUCATION DR  
City/State GARDEN CITY NY 11530  
Telephone 516-572-7205  
Fax # \_\_\_\_\_  
E-Mail Address marilyn.monroe@ncc.edu

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Company BROOKHAVEN NATURAL LAB  
Contact Person KEN WHITE  
Address BUILDING 438 PO BOX 5000  
City/State UPTON, NY 11973  
Telephone 631-344-7171  
Fax # \_\_\_\_\_  
E-Mail Address Kwhite@BNL.gov

**ANDREW PARTON**  
1750 Cornelius Ave  
Wantagh, New York 11793

**Phone: (516) 826-2378**

**Cell: 917-913-5350**

**Email: partonbb@aol.com**

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**SUMMARY**

Skilled executive with an excellent track record in management, marketing and communications. Recognized as a creative problem solver with a focus on bottom line results.

**PROFESSIONAL EXPERIENCE**

**Cradle of Aviation Museum and Education Center— Garden City, New York**

**2005-Present**

The Cradle of Aviation Museum is a not-for-profit museum dedicated to the aviation history of Long Island. The 150,000 square foot facility houses over 75 air and space craft in eight museum galleries, an IMAX movie theatre, planetarium, museum store, café and catering facilities.

Executive Director – 2008 - Present

Acting Director – 2007 - 2008

Vice President – Director of Marketing – 2005 - 2007

*Responsible for all operations of the museum and IMAX Theater and Planetarium. Total staff complement of 25 FTEs, 27 PTE and 200 volunteers. 6 Direct Reports in the areas of Museum Programs, Guest Operations, Guest Services, Administration and Finance, External Affairs and Marketing.*

- Reports to Board of Trustees.
- Developed a comprehensive marketing campaign geared towards increasing attendance and overall awareness for the institution. Attendance has increased 17% in the first year.
- Created the Junior Jet Club, a new interactive area for pre-schoolers to help attract a new audience segment.
- Successfully rolled out new IMAX films: "NASCAR," Tom Hank's "Magnificent Desolation, Walking on the Moon," Disney's Aliens of the Deep, Disney's Roving Mars, "Coral Reef Adventure" and "Hurricane on the Bayou". Rollouts involved advertising, direct marketing, sales promotions and cross-promotional campaigns with NASCAR Corporate, Riverhead Aquarium and the LI Radio Group. Campaigns have increased IMAX ticket sales by 18%.
- An aggressive public relations campaign has increased overall awareness for the museum. Major successes include: NASA Space Shuttle Launch and Landing events, Salute to Long Island veterans for VE and VJ Day, public appearances of astronauts: Buzz Aldrin, Wally Schirra and Scott Carpenter, new exhibit openings and an extensive series of family programs.
- Created new revenue streams for museum through partnerships with other non-profit organizations as well as for profit promoters which has generated an additional \$150K in annual revenue. Programs include: Festival of Trees with UCPN, Chocolate Expo, Hops & Props and Tattoo World
- Developed job descriptions, performance appraisals and goals for all employees. Provided staff accountability for the first time.



- Successfully revamped the fund raising process at the museum increasing revenue earned through the annual Air & Space Gala as well as through the creation of a grant team which has generated \$1.1 MM in new grants.
- In conjunction with the Westbury School District worked to create the S.T.E.M. Magnet Academy at the Cradle of Aviation Museum for high school 9th and 10th graders. This special partnership has created a unique learning environment which uses the entire museum as part of their daily learning experience in physics, math and science. The program has a cohort of 100 students who spend half of every school day taking classes at the museum. The program is now in its 8<sup>th</sup> year.
- Created a STEM Business Partnerships program with 25 local aerospace and technology companies to provide the students with company tours, job shadowing and internship opportunities.
- Built a new program called STEM (Science, Technology, Engineering, Math) Partnerships focusing on elementary education which incorporates the museum's exhibits and educational programs into a school districts curriculum. Currently ten school districts are involved in the program. The program involves multiple museum visits plus museum outreach to the schools.

**Marketing Consultant – Wantagh, New York**

**2004-2005**

Served as a consultant on a project basis for several not-for-profit organizations. Generating ideas and new programs to assist them in meeting their needs.

- Worked with the Major League Baseball Players Alumni Association to develop a new awards program, "The Heart & Hustle Award" which is given to current major leaguers from each team that epitomize the attributes of the great players from the past. Program generates much needed publicity for the association in thirty major markets as well as serving as a major component of their fund raising activities.
- Developed a series of fund raising ideas for Bat for the Cure, a charity devoted to raising funds to cure prostate cancer. Ideas included their "Legends for Life" advisory board of players and celebrities who have successfully recovered from prostate cancer as well as golf events and other fund raising activities.

**JPMorgan Chase Bank – New York, New York**

**1985-2004**

JPMorgan Chase is a global financial services company serving consumers, small businesses, middle market and large corporations throughout the world.

Vice President-Director of Marketing and Sales Support- Commercial Banking Division

*Responsible for all marketing and new business development programs in support of the Commercial Banking Divisions 30 regional offices and 400 sales people.*

- Reported to Executive Vice President and Group Executive of Commercial Banking. Managed 5 direct reports: Vice President of Advertising, Vice President of Direct Marketing, Vice President of Sales Programs, Vice President of Communications and Vice President of Event Marketing with a total staff complement of 25 and a marketing budget of \$5 million.
- Created the marketing function within the Commercial Banking Division bringing traditional marketing tactics to the business-to-business sales efforts for the first time.
- Designed and directed marketing and sales programs for the sales force providing a consistent and cohesive sales focus

- Managed an integrated marketing approach encompassing: Advertising, Direct Mail, Sales Promotion, Sports Marketing, Telemarketing, Database Marketing, Event Marketing and Internal and External Communications.
- Developed and implemented regional and team calling strategies which involved active consultation with individual members of the sales force, new business opportunity identification and rollout of calling strategies.
- Created and directed the business-to-business telemarketing sales efforts to provide greater calling efficiency. Programs helped increase appointments for the sales force by 25%.
- Developed a series of promotional campaigns, which increased the rate of qualified appointments for the sales force. Programs have led to a #1 ranking for the sales force in market coverage year after year. Programs have also helped in closing an average of 20-30 pieces of new business each year.
- Managed a highly successful Sports Marketing program used in B2B marketing programs for client retention, new business development and cross-sell initiatives.
- Directed all sponsorship programs including: the New York Mets, New York Yankees, New York Giants, New York Jets, New York Islanders, New Jersey Devils, Buffalo Sabres, New Jersey Nets, St. John's University Basketball, Minor League Baseball, ECAC Holiday Basketball Tournament and the National Baseball Hall of Fame. Management included negotiations, program development and implementation.
- Successfully created Chase Alumni Team programs with the Mets, Jets, Islanders and Sabres. Programs include: Advertising, Sales Promotion and Client and Prospect Entertainment. Programs strengthened client relationships and assisted in developing new business.
- Responsible for new product rollouts. Worked extensively with many different product areas to insure the successful launch and implementation of product sales campaigns. Involved internal and external rollout, sales training and management reporting.
- Managed all internal and external sales meetings, seminars and client entertainment events for the organization working with all levels of management.

Vice President – Director of Marketing – JPMorgan Chase – 2000-2004

- Reported to Executive Vice President – Commercial Banking Division.
- Managed seamless process of integration of all marketing and communication projects through the merger of JPMorgan and Chase.
- Worked on the successful rollout of bank's website to the commercial customer base which included extensive internal training and communications.
- Created launches for new products for the commercial customer base including new 401Ks and Chase Insurance Services.
- Formed a successful internal alliance with Chase's Auto Finance Group to cross-leverage products and resources of both groups to assist in deepening the relationships of the auto dealer customer base.

Vice President – Director of Marketing – Chase Bank – 1996-2000

*Middle Market Banking Group*

Vice President – Director of Marketing - Chemical Bank – 1991-1996

*Middle Market Banking Group*

Vice President – Director of Marketing – Chemical Bank – 1986 – 1991

*Commercial Sector of the Regional Bank*

Assistant Vice President – Marketing Manager – Chemical Bank -1986

*Commercial Sector of the Regional Bank*

Assistant Vice President – Marketing Manager – Chemical Bank -1985-1986

*National Expansion Group*

### **EDUCATION**

**St. John's University, New York**  
**MBA – Marketing Management**  
**St. John's University, New York**  
**BS – Communications Arts and Sciences**

### **BOARDS/ASSOCIATIONS**

Board Member – Major League Baseball Players Alumni Marketing  
Board Member – Northrop Grumman/Grumman Retiree Club

COUNTY OF NASSAU

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

1. Name of the Entity: MUSEUMS AT MITCHEL

Address: 104VIS AVE

City, State and Zip Code: GARDEN CITY, NY 11530

2. Entity's Vendor Identification Number: 113558761

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp SOLIC MUSEUM 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):

ANDREW PARTON, EXEC. DIR., 1750 CORNELIUS AVE, WATVILL, NY 11793

MARC MCDONELL, BD CHAIR,

MICHAEL SZOBER, VICE CHAIR,

TIM MILLER, TREASURER

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

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

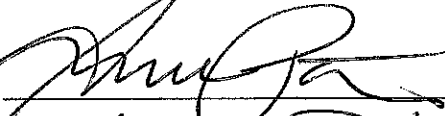
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/4/16

Signed:

Print Name:

Title:



Andrew Park

Executive Director

**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.

## **AMENDMENT TO MEMORANDUM OF OPERATIONAL AGREEMENT**

This AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") made and entered as of the date on which this Amendment is last executed by the parties hereto, between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County"), acting for and on behalf of the **Nassau County Department of Parks, Recreation and Museums**, having its principal office at Eisenhower Park, Hempstead Turnpike, East Meadow, New York 11554 (hereinafter referred to as "Parks") and (ii) **Museums at Mitchel D/B/A Cradle of Aviation Museum**, a New York Corporation., having it's principal office at Davis Avenue, Mitchel Field, Garden City, new York 11530 (hereinafter referred to as "CAM").

### WITNESSETH:

WHEREAS, pursuant to a Memorandum of Operational Agreement, dated June 21, 2001 between the County and CAM (the "MOA") and amended by an Amendment and Interim Agreement (the "Interim Amendment") dated April 26, 2006, CAM was granted a license and operational agreement for CAM to use the grounds and property known as the Mitchel North site, together with the buildings and improvements thereon, which license is more fully described in the MOA attached hereto; and

WHEREAS, the County and CAM desire to change certain terms and conditions of the MOA and/or the Interim Amendment; and

WHEREAS, Museums at Mitchel is now to be referred to as "Museums at Mitchel D/B/A as Cradle of Aviation Museum ("CAM")"; and

WHEREAS, the parties agree that the changes to the terms and conditions of the MOA and/or Amendment are in the best interest of the County and Cam in order to enable CAM to continue to serve the interests of the residents of the County and general public;

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

1. Term. This Amendment shall commence shall commence upon the execution in full by the County and terminate December 31, 2031, subject to an earlier termination pursuant to the terms of the agreement. This agreement may be renewed for one (1) five (5) year period, upon the approval of the County Executive.

2. Licensee Name. Museums at Mitchel (formerly Nassau heritage) is now to be referred to as "Museums at Mitchel D/B/A as Cradle of Aviation Museum ("CAM")."

3. IMAX Dome Theater. The IMAX Dome Theater will now be referred to as the "Giant Screen Dome Theater."



4. Section 1.4 of the MOA (Term, Rent, and Renewal) shall be deleted.

5. Article II – Site. All references and obligations respecting the Long Island Museum of Science and Technology, Aerospace Adventure facility, and Mercy Medical Center shall be deleted.

6. Operational Responsibility. In Section 4.1 the following language shall be deleted: “Nassau Heritage shall seek to obtain within five years, accreditation from the American Association of Museums.”

In Section 4.1(a), remove the language “Aerospace Adventure Program.”

7. Mitchel North Site Maintenance. Section 6.2 shall be deleted and replaced in full with the following:

(a) County shall be responsible for the removal of snow and ice from parking fields and roads, sidewalks and steps.

(b) CAM shall be responsible for the maintenance of sewage and water lines including pump/clean grease traps in food preparation areas and disposal of garbage and waste materials.

(c) County shall be responsible for the repair of any exterior structural items such as drainage, fixtures, fences, and exterior lighting. County shall also be responsible for all interior structural repairs in excess of ten thousand dollars (\$10,000.00).

(d) County shall be responsible for the maintenance and care of the landscaping and grounds on the site.

8. Building Maintenance. In Section 7.2, the following language shall be deleted: “shall reimburse the County for all calls out of the New York Area.

Section 7.3 shall be deleted in its entirety.

9. Capital Improvements Fund. Article XI shall be deleted in its entirety.

10. Reimbursement. Article XV shall be deleted in its entirety.


11. Language Construction. In the event of any conflict or inconsistency between this Amendment and the terms and conditions in the MOA and or in the Interim Agreement, the language in this Agreement shall control

12. Full Force and Effect. All the terms and conditions of the MOA and the Amendment not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties.

{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.

**Museums at Mitchel D/B/A Cradle of Aviation Museum**

By:   
Name: ANDREW PARTON  
Title: EXECUTIVE DIRECTOR  
Date: 11/4/10

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 4<sup>th</sup> day of NOVEMBER in the year 2016 before me personally came ANDREW PARTON to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the EXECUTIVE DIRECTOR of MUSEUMS AT MITCHEL, 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.

Fiomene Eberhardt  
NOTARY PUBLIC

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

ANDREW PARTON (Name)  
CRADLE OF AVIATION, 1 DAVIS AVE, GARDEN CITY, NY (Address)  
516-572-4038 (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 ~~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:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the 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:

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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.

11/4/16  
Dated

  
Signature of Chief Executive Officer  
ANDREW PARTON  
Name of Chief Executive Officer

Sworn to before me this  
4<sup>th</sup> day of November, 2016.

Filomena Eberhardt  
Notary Public

FILOMENA EBERHARDT  
Notary Public, State of New York  
No. 01EB6128285  
Qualified in Nassau County  
Commission Expires 06/06/17

**MEMORANDUM OF  
OPERATIONAL AGREEMENT**

**between**

**COUNTY OF NASSAU**

**and**

**NASSAU HERITAGE**

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This agreement made the 21 day of June, 2001 by and between the COUNTY of Nassau, a municipal corporation of the State of New York having its principal office at 1 West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY" acting for and on the behalf of The Department of Recreation, Parks and Support Services (hereinafter referred to as "DEPARTMENT") and NASSAU HERITAGE, an educational corporation having its principal office at Davis Avenue, Mitchel Field, Garden City, New York, 11530 (hereinafter referred to as "NASSAU HERITAGE."

W I T N E S S E T H

WHEREAS, COUNTY has expressed a strong commitment to provide historical, cultural, educational, and recreational facilities and programs for its citizens; and

WHEREAS, COUNTY is the owner of the Mitchel North site at Garden City and desires to create and make available to its citizens an educational and entertainment complex of museum facilities including the Cradle of Aviation Museum, a Visitor Center and IMAX Dome Theater, Nassau County Firefighters Museum and Safety Center, Long Island Children's Museum, and other future facilities comprising the Museums at Mitchel, and

WHEREAS, NASSAU HERITAGE has been provisionally chartered by the New York State Board of Regents as an educational corporation to establish, construct, maintain, and operate cultural, museum, recreational and educational facilities by agreement with the COUNTY, and

WHEREAS, NASSAU HERITAGE has the professional leadership and qualifications to encourage, solicit, and provide citizen support to plan, construct, maintain, and operate educational facilities, and

WHEREAS, it is deemed to be in the best interests and general welfare of COUNTY to enter into an operational agreement with NASSAU HERITAGE for the purposes herein stated:

NOW, THEREFORE, for and in consideration of the conditions, covenants and agreements herein provided, COUNTY and NASSAU HERITAGE do hereby enter into a license and operational agreement and COUNTY does hereby grant to NASSAU HERITAGE a license to use the grounds and property known as the Mitchel North site, together with the buildings and improvements thereon, said site being as reflected on the site plan annexed hereto as Attachment A, and NASSAU HERITAGE does hereby accept and take the demised site for the period of time specified herein, and COUNTY and NASSAU HERITAGE do hereby mutually covenant and agree to and with each other as provided hereafter:

## Article I

### TERM, RENT, AND RENEWAL

Section 1.1 The term of this operational agreement shall be for a period of fifteen (15) years, commencing on July 1, 2001, and terminating on July 1, 2016, unless sooner terminated in accordance with the provisions of this license agreement.

Section 1.2 Rent. In consideration of the recreational, educational, charitable and public purposes of NASSAU HERITAGE, and NASSAU HERITAGE serving the public interest by operating and maintaining museums upon the Site, and in consideration of the benefit to COUNTY for the operation of this facility and for the special admission rates offered as mentioned in Article 18.1, the amount of rent to be collected from NASSAU HERITAGE as a rental fee shall be reduced to zero.

Section 1.3 Renewal. Provided NASSAU HERITAGE is not in default hereunder, NASSAU HERITAGE shall have the right to renew this license for a term of five years at the end of the original term, upon the same terms and conditions as set forth herein. Such renewal shall be automatic unless NASSAU HERITAGE notifies COUNTY in writing of its intention not to renew at least ninety (90) days prior to the termination date set forth in 1.1.

Section 1.4 License Fee. In consideration of COUNTY capital investment and NASSAU HERITAGE'S initial start up and capital investments for operations and development of the Mitchel North site, in addition to NASSAU HERITAGE'S other obligations hereunder, a license fee shall be payable by NASSAU HERITAGE to the COUNTY. The amount due shall be calculated and payable four (4) months after the end of each calendar year and shall be calculated as follows: from January 1, 2005 through 2011, The COUNTY shall receive one half of one (0.50) per cent of the gross revenues from admissions, concessions and special events income from Cradle of Aviation Museum, IMAX Dome Theater and Visitor Center. Beginning in the year 2012 the COUNTY shall receive three (3) per cent for the remaining years of the license and any options to extend it.

## Article II

### SITE

Section 2.1 The site licensed to NASSAU HERITAGE on an exclusive use basis shall include the area known as Mitchel North including the Cradle of Aviation Museum, Visitor Center and IMAX Dome Theater and future planned buildings including Nunley's Carousel, Nassau County Firefighters Museum and Safety Center, The Long Island Museum of Science and Technology and Aerospace Adventure facility;

and such other structures on the immediate adjacent and surrounding grounds as reflected on the site map hereto as Attachment A subject, however, to the County's prior approval of an operating agreement with any such entity; and the Preparation Annex Building on Mitchel Park grounds; with the exception of the building parcels leased to Mercy Medical Center and the Long Island Children's Museum. This use is subject to occasional use by COUNTY or DEPARTMENT of the Mitchel North site upon reasonable notice to and approval by NASSAU HERITAGE. Such approval cannot be unreasonably denied or withheld and COUNTY shall be responsible for all costs directly related to each incidence of such occasional use.

Section 2.2 COUNTY has executed a building leasehold to the Long Island Children's Museum for a parcel as designated on the attached site map, Attachment B. In accordance with Section 11.06 of such lease dated February 12, 1998, the Long Island Children's Museum shall execute an operational agreement with the COUNTY assignee, which in accordance with this license shall be NASSAU HERITAGE. DEPARTMENT shall approve such agreement.

Section 2.3 The COUNTY retains the right to allow other associate organizations building leaseholds and shall in such agreements or leases require the organizations to execute operational agreements with NASSAU HERITAGE.

Section 2.4 The COUNTY from time to time by action of the COUNTY EXECUTIVE and COUNTY LEGISLATURE may also designate future land and building additions providing museum services at the Mitchel North site of the Department of Recreation, Parks and Support Services to be included under this license agreement with the approval of NASSAU HERITAGE. Such site additions shall be added by amendment of this agreement designating such site and attachment of site maps for such site. All conditions of this license shall apply to such additional sites.

Section 2.5 The COUNTY by a Lease Amendment Agreement dated April 13, 1994, has provided a ground lease for a parcel on Mitchel North site to Mercy Medical Center until March 31, 2014, as described in Attachment C. The COUNTY agrees not to extend the terms of such lease and said parcel shall be part of the NASSAU HERITAGE site upon termination of the lease either at its conclusion or at such time the lease is prematurely terminated.

### Article III

#### TAXATION

Section 3.1 COUNTY represents and guarantees that the demised site, which shall continue to serve a public purpose, shall be free of taxation by COUNTY and its political subdivisions.

#### Article IV

##### OPERATIONAL RESPONSIBILITY

Section 4.1 NASSAU HERITAGE shall have exclusive use and operation of the site, except for building parcel leaseholds of associate organizations, as a museum complex of facilities providing educational, scientific and historical exhibitions, educational programs for children and adults, and special events for the public in accordance with acceptable professional museum standards as delineated in Performance Checklist for Historical Institutions of American Association of State and Local History, 2000. NASSAU HERITAGE shall seek to obtain within five years, accreditation from the American Association of Museums. It shall provide overall administration and management of the Mitchel North site including the following activities and responsibilities:

a) Public service operations and management of Visitor Center, IMAX Dome Theater, Nunleys Carousel, Aerospace Adventure Program and as required in operational agreements between NASSAU HERITAGE and any associate organizations as approved by COUNTY.

(b) Coordinate and schedule public service hours and activities both interior and exterior on the site. Such public services to be in accordance with general practice of similar museum facilities in Nassau County.

(c) Maintain including cleaning and repair of Cradle of Aviation exhibition hall, IMAX Theater and visitor center structures, provided that an action shall be classified as a repair within the responsibility of NASSAU HERITAGE, if the cost of such repair is ten thousand dollars (\$10,000) or less; provided further that an action for which the cost exceeds ten thousand dollars (\$10,000), shall be classified as a capital expenditure within the responsibility of COUNTY if such action has a useful life in excess of three (3) years.

(d) Provide general marketing, advertising, and promotion of the constituent NASSAU HERITAGE and public activities on the site.

(e) Cooperate and coordinate with Nassau Community College and the DEPARTMENT'S Mitchel Athletic Complex public programs, activities and schedules.

(f) Provide adequate and trained personnel to perform the required public services and maintenance. Such personnel shall be employees of NASSAU HERITAGE or sub-contractors. They shall not engage in activities to lead the public to believe they are COUNTY employees and shall have appropriate identification as NASSAU HERITAGE employees.

Section 4.2 NASSAU HERITAGE will establish a council of representatives of all associate organizations at Mitchel Center, the

Friends for Long Island's Heritage, and the general public to advise its trustees and management regarding the NASSAU HERITAGE operations and activities. The COUNTY EXECUTIVE, the COUNTY COMPTROLLER, the Presiding Officer of the COUNTY LEGISLATURE and the Minority Leader of the COUNTY LEGISLATURE may each designate a representative on the Council. COUNTY officials and employees shall not be prohibited from serving on such Council.

Section 4.3 NASSAU HERITAGE shall coordinate activities at the site with the DEPARTMENT and shall invite DEPARTMENT to participate, when appropriate, in public operations and the DEPARTMENT and COUNTY will, when appropriate, include information about NASSAU HERITAGE in its public relations and informational programs. NASSAU HERITAGE shall recognize and credit in its public informational publications COUNTY ownership and sponsorship of the site provided, however that the acknowledgement of such COUNTY sponsorship and ownership shall consist only of the name and symbol of the County of Nassau.

Section 4.4 NASSAU HERITAGE will be responsible for all expenses in the operation and management of this license and shall make such payments as provided in other sections of this agreement from its net operating income after operational expenses. It shall establish policies providing internal controls seeking competitive proposals for goods and services. Expenses related to the following will be considered acceptable operational expenses in accordance with generally accepted accounting principles:

- (a) Salaries, wages, and payroll benefits and costs.
- (b) Materials and supplies including costs of goods sold.
- (c) Equipment.
- (d) Public relations and marketing.
- (e) Subcontracts and services including maintenance, repair, visitor, and educational operations.
- (f) Insurance, legal and organizational expense including licenses and taxes.
- (g) Amortization of principal amount of any capital investment or loans by NASSAU HERITAGE pursuant to generally accepted accounting standards for educational corporations.
- (h) Debt service.
- (i) Any and all other operating expenses reasonably required to fulfill NASSAU HERITAGE's obligations under this agreement.

Section 4.5 Simultaneous with this agreement, NASSAU HERITAGE shall enter into a subcontract with IMAX Corporation and assume all rights and obligations as the successor contractee to the

existing contract between the COUNTY and Friends for Long Island's Heritage and IMAX Corporation for the operations of an IMAX Dome Theater. It shall retain the name Leroy R. and Rose W. Grumman Theater.

#### Article V

##### ALTERATIONS, ADDITIONS, IMPROVEMENTS

Section 5.1 NASSAU HERITAGE shall have the right to make structural alterations, additions and/or improvements to the various buildings included in this license agreement at its own cost and expense, subject, however, to prior approval of the plans and specifications by COUNTY Department of Public Works and DEPARTMENT, which approval shall not be unreasonably withheld. NASSAU HERITAGE will have such work designed by a licensed New York State Architect and constructed in accordance with all applicable building and safety codes.

Section 5.2 All such alterations, additions and/or improvements shall become the property of COUNTY and shall be subject to the terms and conditions of this license agreement. Such alterations, additions, and improvements shall be considered capital investment by NASSAU HERITAGE and subject to amortization as set forth in Section 4.4.

Section 5.3 Notwithstanding the above, NASSAU HERITAGE shall have the right to dismantle or remove any alteration, addition and/or improvement made to the demised site on condition that the demised site be restored to its original condition subject only to reasonable wear and tear.

Section 5.4 All such alterations, additions and/or improvements must be in compliance with applicable New York State Codes and requirements.

Section 5.5 Notwithstanding any of the above, no exterior architectural changes shall be made at demised site without the prior written approval of the COUNTY EXECUTIVE or his designated representative.

#### Article VI

##### MITCHEL NORTH SITE MAINTENANCE

Section 6.1 COUNTY and DEPARTMENT shall maintain and make necessary repairs to all parking fields, access roads, walkways, sewer lines, lines for thermal and chilled water, electrical and gas lines, and maintenance of parking fields and roads, sidewalks and steps on Mitchel North site as designated on Attachment A.

Section 6.2 DEPARTMENT shall assist NASSAU HERITAGE to the extent of its available budget for the following maintenance services. If the DEPARTMENT indicates it is unable to provide such services, NASSAU HERITAGE shall perform or contract for such services and

such costs may be reimbursed and paid from the Capital Improvement Fund as described in Article XI.

(a) Removal of snow and ice from parking fields and roads, sidewalks and steps.

(b) Maintenance of sewage and water lines including pump/clean grease traps in food preparation areas and disposal of garbage and waste materials.

(c) Repair of any exterior structural items such as drainage, fixtures, fencing, exterior lighting, etc.

(d) Maintenance and care of the landscaping and grounds on the site.

Section 6.3 NASSAU HERITAGE shall have the license to erect and install a directional, marketing, and informational signage system relating to museum events and sponsored activities on street lighting poles owned by COUNTY located on Charles Lindbergh Blvd., Earle Ovington Blvd., and Quentin Roosevelt Blvd., on COUNTY roads within the general area designated as "The Hub." NASSAU HERITAGE shall assume all expenses and receive all revenues from such signage system. Other COUNTY agencies shall be offered the option to participate in such signage system.

#### Article VII

##### BUILDING MAINTENANCE

Section 7.1 NASSAU HERITAGE, at its own cost and expense, shall provide consistent with the terms set forth in subsection 4.1 (c) of this license agreement all routine maintenance and/or repairs of the interior and exterior structure of the Cradle of Aviation Museum and Visitor Center building and prompt removal of any graffiti on any exterior wall or surface excluding any necessary structural repairs to the structure, roof or drainage systems.

NASSAU HERITAGE shall furnish and provide all services necessary to maintain clean, safe and orderly exterior and interior appearance, and physical conditions.

DEPARTMENT may at its option assist in and provide building maintenance support as available in its annual budget.

Section 7.2 COUNTY shall provide all utilities at the COUNTY'S expense that will be required for operation of the Cradle of Aviation Museum, IMAX Theater and visitor center. NASSAU HERITAGE shall have option to be part of COUNTY telephone system and shall reimburse the COUNTY for all calls out of the New York area.

Section 7.3 Beginning on January 1, 2004, NASSAU HERITAGE shall reimburse the COUNTY for 60% of any building utility costs over the base cost of \$200,000. This base amount shall be increased for each

year thereafter by the annual percentage increase of the utility category of the Consumer Price Index (CPI) for urban consumers.

#### Article VIII

##### SECURITY

Section 8.1 NASSAU HERITAGE shall be responsible for the safety and security of the demised site. It shall adequately maintain fire alarm and security systems and establish public safety programs. COUNTY shall accept and monitor NASSAU HERITAGE security and fire alarm signals in the central DEPARTMENT security headquarters and shall coordinate with NASSAU HERITAGE response to such alarms and exterior security coverage for the grounds and exterior of the demised site.

#### Article IX

##### CAPITAL DEVELOPMENT

Section 9.1 Capital Development. COUNTY agrees to provide capital funds for the planning and construction of the future building improvements, capital structural repairs to existing or future buildings, and site development as indicted on the demised site master site plan and map in Attachment A and the master plan as prepared by the COUNTY and the Museums at Mitchel Planning Group as such funds are authorized by the COUNTY EXECUTIVE and COUNTY LEGISLATURE in accordance with County law. NASSAU HERITAGE or its assignee shall, by separate contract with COUNTY, provide all future services for planning, design and coordination of the construction of such capital improvements on the site. All design documents and construction contracts for future buildings or site improvements on the site shall be approved or rejected by COUNTY within 45 days of submission by certified or registered mail, return receipt requested to COUNTY by NASSAU HERITAGE and COUNTY shall have the right to subsequently inspect such projects. Such plans shall be deemed to be approved by the COUNTY if no objection by the COUNTY is made in writing to NASSAU HERITAGE. COUNTY shall have right of inspection of such capital projects to insure adherence to approved plans. Under no circumstance will the COUNTY be obligated to provide funding for any plan or projects approved by default under this article.

#### Article X

##### CAPITAL IMPROVEMENTS

Section 10.1 NASSAU HERITAGE shall provide to COUNTY in January of each year a schedule for the following year or at other time as requested by COUNTY, within the COUNTY capital funds procedure, of any items that can be reasonably anticipated as necessary capital repair and replacement projects which are the responsibility of COUNTY



pursuant to the terms and conditions of this license agreement, and consistent with COUNTY'S responsibility to maintain the building and grounds in good condition as provided in Subsection 4.1 (c) of this license agreement. It is understood, however, that NASSAU HERITAGE failure to list particular items or projects shall not be deemed a waiver of COUNTY'S responsibilities. NASSAU HERITAGE shall designate on such schedule items to be requested for consideration of funding under the COUNTY'S capital fund budget or which it recommends for funding under the Capital Improvements Fund in accordance with Article XI, Capital Improvements Fund.

Section 10.2 NASSAU HERITAGE shall, in addition to its normal performance requirements for any construction contractors on the demised site, require such contractors to carry for the protection of COUNTY, as its interest may appear, naming NASSAU HERITAGE and COUNTY, as insureds, protective liability and property insurance in an amount not less than three million dollars (\$3,000,000) combined limits. In such policy, COUNTY shall be named jointly with NASSAU HERITAGE as insured, as their interests may appear. For construction contracts under \$100,000, the insurance amount shall be one million dollars (\$1,000,000).

#### Article XI

##### CAPITAL IMPROVEMENTS FUND

Section 11.1 A Capital Improvements Fund shall be established by NASSAU HERITAGE and maintained as a separate depository, interest bearing account to be reserved for Capital Improvements of the site or to reimburse NASSAU HERITAGE for services provided as set forth in Section 6.2. The establishment of such fund will create cash reserves to be used by NASSAU HERITAGE to provide for the replacement, renewal, upgrade, and improvement of existing and future COUNTY owned facilities, exhibits, and equipment.

Section 11.2 The Fund shall be constituted by a designation annually of 50% of the annual net income of NASSAU HERITAGE into a separate interest bearing account "Capital Improvement Fund" after such time the NASSAU HERITAGE cash balance, excluding net obligations and special gift or restricted funds, at the end of its fiscal year, has reached a level of \$2,000,000 or one-third of the previous year's total operating expenditures, whichever is the greater amount.

Section 11.3 The Capital Improvements Fund shall be used for general capital improvement, expansion or updating of the site area, buildings and exhibits. NASSAU HERITAGE shall recommend on an annual capital funds submission to the COUNTY, projects to be charged to and paid from the Capital Improvements Fund. Capital Improvements

required due to emergency circumstances may be submitted throughout the year. Requests for such capital improvement projects shall be submitted in writing by NASSAU HERITAGE to the Commissioner of the DEPARTMENT and shall be deemed to be approved by the COUNTY if no objection by the DEPARTMENT is made in writing to NASSAU HERITAGE within forty-five (45) days after submission to DEPARTMENT. NASSAU HERITAGE shall transfer all title and interest in any equipment and capital property acquired through the fund to the COUNTY and it shall be recorded in the facility inventory.

Section 11.4 The provisions of Article X shall be followed by NASSAU HERITAGE in performing such projects and it may charge such costs of contractors and subcontractors to the Capital Improvements Fund.

Section 11.5 NASSAU HERITAGE shall also upon request by the COUNTY EXECUTIVE and approval of the COUNTY LEGISLATURE transfer money from the fund to the COUNTY for COUNTY capital fund debt service payments in an amount not to exceed thirty (30%) percent of the fund balance on an annual basis.

Section 11.6 In the event this agreement expires or is terminated, all funds on hand in the Capital Improvements Fund shall be paid to the COUNTY of Nassau or, at the option of COUNTY, paid over to the Capital Improvements Fund of a successor licensee.

#### Article XII

##### INVENTORY

Section 12.1 As part of this license agreement, COUNTY hereby assigns use to NASSAU HERITAGE all original capital equipment, building supplies, furnishings, and exhibition fixtures purchased by COUNTY Capital Funds included in any present or future buildings located or erected on the demised site for their unrestricted use and enjoyment. An inventory of such items, excluding expendable items and items of less than \$1,000 in value, shall be maintained. COUNTY and NASSAU HERITAGE shall not be responsible for replacement or repair of any item contained on such inventory.

#### Article XIII

##### SPONSORSHIPS

Section 13.1 NASSAU HERITAGE or its designated agent, is authorized to solicit and accept contributions of funds, property, and services from third parties and use any such revenues to support the exhibition, public services programs, and construction on the site. NASSAU HERITAGE may also collect fees for special recognition, sponsorships, and naming rights for exhibits, programs, or special use areas. All permanent naming rights for building units designated by the

COUNTY prior to this license will be retained and any naming right for future building units constructed with COUNTY capital funds will be subject to approval by COUNTY.

#### Article XIV

##### MUSEUM AS DEPOSITORY

Section 4.1 NASSAU HERITAGE shall be the depository for all the Nassau COUNTY aero-space collections, including artifact, library, photographic, audio visual and archival materials either owned by COUNTY or loaned to it. COUNTY will maintain insurance on such collections in accordance with the inventory on file with DEPARTMENT. The COUNTY will transfer to NASSAU HERITAGE any insurance payments received for loss or damage of COUNTY collections and NASSAU HERITAGE will repair or replace such property.

Section 14.2 NASSAU HERITAGE shall upon execution of this license assume custody for the duration of this license the air space collections as listed in an inventory of the Department of Recreation and Parks and Support Services dated June 1, 2001. NASSAU HERITAGE may at any time in the future for the duration of this license, assume custody of all COUNTY aero-space artifacts, library, photographic, audio visual, archival materials and information files it deems curatorially necessary in accord with professional museum standards to provide adequate Cradle of Aviation Museum public exhibit and research programs. The custodial inventory shall include a description of ownership status of items and shall be updated annually and a copy provided to the COUNTY. The COUNTY shall assume possession of all items donated to the COUNTY included in the inventory upon termination of this license.

Section 14.3 NASSAU HERITAGE at its cost shall provide management, operation, curatorial services, public education and exhibition programming using such collections for a public Cradle of Aviation Museum, IMAX Dome Theater and public visitor center in accordance with accepted professional museum services and standards. NASSAU HERITAGE agrees to maintain appropriate property records of COUNTY owned collections and exhibits and to make such records available to COUNTY representatives. NASSAU HERITAGE shall file an annual report of such activities and programs with the COUNTY EXECUTIVE and COUNTY LEGISLATURE. NASSAU HERITAGE shall conduct its museum programs to meet the requirements of accreditation by the American Association of Museums.

Section 14.4 NASSAU HERITAGE is authorized to operate an

exhibits loan program of the COUNTY-owned air space collections for educational, public relations, and marketing purposes, and to collect reimbursement of expenses and fees for such loans.

#### Article XV

##### REIMBURSEMENT

Section 15.1 NASSAU HERITAGE shall provide annual payments commencing in the year 2004 to the DEPARTMENT of two hundred fifty thousand dollars (\$250,000.) per year during years 2004 to 2006, and three hundred fifty thousand (\$350,000.) in years 2007 to 2011 as reimbursement for COUNTY support services, such amount shall be payable by NASSAU HERITAGE by December 31 in each year.

#### Article XVI

##### FOOD SERVICE

Section 16.1 NASSAU HERITAGE shall have exclusive right to maintain or contract for operation at its own cost and expense, food service operations which shall sell various food and drink items to the general public as well as to the various personnel of facilities on the demised site. NASSAU HERITAGE shall receive all vendor contract fees and revenues from such services.

Section 16.2 NASSAU HERITAGE shall have exclusive right to provide vending machine services at the site through the same food service contractor or a separate entity.

Section 16.3 Any food service and/or vending machine operation shall comply with all federal, state, and local laws, rules and regulations.

Section 16.4 Any food service or vending machine contractor retained by NASSAU HERITAGE shall be subject to the following conditions which shall be made a part of any contractual agreement:

(a) Said contractor shall conduct its activities upon the site so as not to endanger any person thereon and to indemnify and hold harmless NASSAU HERITAGE, COUNTY, DEPARTMENT, their respective agents, officers, directors and employees against any and all claims, demands, causes of action, including claims for personal injury and/or death, damages (including damage to NASSAU HERITAGE' or COUNTY'S property), costs and liabilities, in law and in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by said contractor's use and occupation of such site whether such use is authorized or not, or from any act of omission of said contractor, its officers, agents, employees, guests, patrons or invitees.

(b) Said contractor shall, at NASSAU HERITAGE's and/or COUNTY'S demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against

NASSAU HERITAGE and/or COUNTY, its agents, officers, directors or employees on any such claim, demand or cause of action, and said contractor shall pay and satisfy any judgment or decree which may be rendered against NASSAU HERITAGE and/or COUNTY, its agents, officers, directors or employees in any such suit, action or other legal proceeding; and said contractor shall pay for any and all damages to the property of NASSAU HERITAGE and/or COUNTY, for loss or theft of such property, done or caused by said contractor, its officers, agents, employees, guests, patrons or invitees.

(c) Said contractor agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of its contract a policy of comprehensive public liability insurance on which said contractor, NASSAU HERITAGE and COUNTY are each named insurers, including, but not limited to, the torts and negligence of contractor's personnel with a combined single limit of \$3,000,000.00 for bodily injury including personal injury and property damage for any one occurrence, all at said contractor's sole cost and expense.

(d) Said contractor must secure, at its sole cost and expense, full product liability insurance, including foreign objects, with limits of \$3,000,000.00 for each person.

(e) Said contractor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.

(f) Such policies should be issued with the names of NASSAU HERITAGE and COUNTY as additional insurers. Copies of the aforementioned insurance must be filed with COUNTY. No part of any of these insurance policies shall be canceled without Thirty (30) days prior written notice to NASSAU HERITAGE and COUNTY. The failure of said contractor to maintain such insurance policies and to furnish such policies and/or certificates may constitute an act of default on the part of NASSAU HERITAGE. Such policy monetary limits shall be adjusted in the future to prevailing limits as required by COUNTY.

(g) All insurance coverage as stipulated herein shall be subject to the approval of COUNTY'S Bureau of Real Estate, Insurance and Worker's Compensation. All certificates and/or copies of policies shall be delivered to the Office of the said Bureau, 1550 Franklin Avenue, Mineola, NY, 11501. All certificates, policies and/or copies mandated above, shall be delivered and be in effect prior to any commencement of operations.

## Article XVII

### SALE OF MERCHANDISE

Section 17.1 NASSAU HERITAGE or its duly authorized agents shall have exclusive right to sell interpretive and educational items such as publications, visual aids, handicrafts, souvenir items typically sold in museum shops and other objects related to the interpretive and educational themes of NASSAU HERITAGE' facilities on the demised site except for the leasehold of the Long Island Children's Museum.

Section 17.2 NASSAU HERITAGE shall maintain a high standard of quality in all items provided or sold.

Section 17.3 NASSAU HERITAGE shall display the sales items in good taste and in keeping with the decor of the facilities.

Section 17.4 The proceeds of all sales of merchandise shall be solely the property of NASSAU HERITAGE.

## Article XVIII

### ADMISSIONS AND USE FEES

Section 18.1 NASSAU HERITAGE may establish, collect and retain admission fees, special event and use fees, and educational program fees at its discretion for all facilities that it operates on the site. Such fees shall be consistent with charges of similar facilities in the New York metropolitan area. NASSAU HERITAGE shall charge reasonable group rates to pre-school, school children, and youth groups as well as discounts to senior citizens, handicapped persons and Volunteer Firefighters with appropriate governmental identification for the duration of this license. The COUNTY shall periodically review the NASSAU HERITAGE admission policy to determine if NASSAU HERITAGE is adhering to this obligation.

## Article XIX

### ASSOCIATE ORGANIZATIONS OPERATIONAL AGREEMENTS

Section 19.1 NASSAU HERITAGE shall execute operational agreements in terms subject to approval of DEPARTMENT with all associate organizations operating facilities or activities on the site including the Long Island Children's Museum which holds an independent leasehold. Such agreements shall include reasonable management and operational procedures related to joint operations at the Museums at Mitchel including all site and plaza activities, vending machine services, and security as NASSAU HERITAGE deems necessary for its responsibilities under section 4.1. The agreements may also include ticketing procedures, maintenance services, concession operations, and other operational requirements and services as deemed necessary to be performed by NASSAU HERITAGE for or in coordination with associate

organizations on the site to ensure superior public services and educational programming on the demised site.

Section 19.2 NASSAU HERITAGE shall provide professional and staff services to coordinate and oversee the activities and public service operations of the various associate public and educational organizations authorized by the COUNTY to provide museum, cultural, educational and recreational services on the Mitchel North site known as the Museums at Mitchel. Such associate organizations and facilities shall include The Long Island Children's Museum, the Long Island Museum of Science and Technology, Nassau County Firefighters Museum and Safety Center and other organizations as designated in the future by the COUNTY.

Section 19.3 NASSAU HERITAGE shall provide an annual report to the COUNTY relating the scope of cooperative services and public service operations provided on the site by associate organizations. It shall prepare and disseminate an annual calendar of the programs and events of the associate organizations on the site.

Section 19.4 In consideration of the above services to be rendered hereunder by NASSAU HERITAGE, COUNTY agrees to pay NASSAU HERITAGE the sum of \$500,000 upon execution of this license in 2001, and thereafter on February first in each of the years 2002, 2003, 2004, and 2005 subject to the encumbrance of funds by the COUNTY COMPTROLLER and the approval of the COUNTY LEGISLATURE. Payment shall be made upon the presentation of claim forms.

Section 19.5 It is understood and agreed that all persons other than employees of COUNTY, engaged in such services are employees of NASSAU HERITAGE or its sub-contractors, if any, and that NASSAU HERITAGE or its sub-contractors, if any shall be solely responsible for their work and payment for their services. Also NASSAU HERITAGE shall secure and keep in force Worker's Compensation Insurance and pay any and all other charges required by law for and on behalf of its employees and that COUNTY shall not bear any responsibility or expense therefore.

#### Article XX

##### INSURANCE, DAMAGES AND LOSS

Section 20.1 Indemnification of COUNTY: NASSAU HERITAGE shall be solely responsible for and indemnify and save harmless COUNTY its officers, agents and employees from any loss or liability on account of all personal injuries, including death, and damage to property on the Demised Site occurring on account of or in connection with the operations of the within license or any act or omission by NASSAU HERITAGE, its agents, servants and employees, and from any cost and expense in any lawsuits which may be brought against COUNTY for such

damages or injuries when due to the willful acts, negligence or negligent omissions of NASSAU HERITAGE. The aforesaid indemnification and save harmless provision shall be secured by NASSAU HERITAGE under a liability insurance policy written by an insurer licensed to do business in New York State with the minimum limit of Three Million Dollars (\$3,000,000.00) for personal injury, bodily injury and property damage combined per occurrence, plus statutory workers' compensation. Such policy shall be adjusted during the term of this license and COUNTY shall have the right to review the insurance limit annually and shall have the right to require higher insurance limits as reasonably determined by the insurance section of the COUNTY of Nassau based on current industry practices and standards. Certificate of insurance evidencing such insurance coverage shall be promptly submitted to the Nassau COUNTY Bureau of Real Estate and Insurance at 1550 Franklin Avenue, Mineola, New York 11501. Such certificate shall contain an agreement whereby NASSAU HERITAGE' insurer shall give the COUNTY fifteen (15) days written notice of cancellation by certified mail, addressed to the Nassau COUNTY Bureau of Real Estate and Insurance. Renewals of the above required insurance shall be delivered no less than fifteen (15) days prior to expiration to the Bureau of Real Estate and Insurance.

Section 20.2 Extra Hazardous Use: NASSAU HERITAGE will not occupy or use the said site, nor permit the same to be occupied or used, for any business deemed extra hazardous on account of fire or otherwise without the written consent of COUNTY.

Section 20.3 Indemnification of COUNTY and Liability for Damages by NASSAU HERITAGE fault: NASSAU HERITAGE, notwithstanding any other provision in this license to the contrary, shall save COUNTY harmless from any loss, cost, liability, claim, damage, expense (including reasonable attorney's fees and disbursements), penalty or fine incurred in connection with or arising from any injury to NASSAU HERITAGE or to any person or for damage to, or loss by theft, vandalism, or otherwise, of any of the NASSAU HERITAGE property or of the property of any other person, on or about the Demised Site.

Section 20.4 COUNTY shall, at its expense, insure the demised site buildings and its contents in accordance with the same insurance procedures and levels as other COUNTY owned properties. In the event of physical losses and damages to buildings or contents covered by such COUNTY or contractor insurance, any recovery of insurance proceeds shall be deposited by the COUNTY or contractors in the Capital Improvement Fund (Section XI) to be used by NASSAU HERITAGE to replace such losses or repair such damages or otherwise renovate the facility effected by such losses or damages. Nassau Heritage shall



reimburse the County for 50% of the cost of fine arts insurance for the historic collections transferred to its custody under Section 14.2.

#### Article XXI

##### FISCAL ACCOUNTABILITY

Section 21.1 NASSAU HERITAGE shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and State Education Department requirements for educational corporations. NASSAU HERITAGE shall file a copy of its certified annual audit and budget including a listing of personnel, positions, titles, and salaries with the COUNTY EXECUTIVE, COUNTY COMPTROLLER, and COUNTY LEGISLATURE and it shall clearly designate any special accounts as established in this license. Such books and records shall be retained for a period of Six (6) years and shall at all times be available for audit and inspection by the Comptroller of COUNTY or his duly designated representative. The COUNTY EXECUTIVE, PRESIDING OFFICER and MINORITY LEADER of the COUNTY LEGISLATURE shall receive quarterly employee payroll reports including name, title, annual salary or hourly rate paid to date; quarterly subcontractor reports; and copies of any personnel service contracts within ten (10) days after execution of said contracts. The Comptroller of COUNTY or his duly designated representative may inspect and audit the accounts and daily cash register readings as necessary to determine revenue and expenses for any period and to insure compliance by NASSAU HERITAGE with the provisions of this license.

Section 21.2 The parties acknowledge that at the time of entering this license agreement NASSAU HERITAGE was in position to make only projections of actual operating costs. Accordingly, NASSAU HERITAGE shall have the right to request that COUNTY waive or delay the payment of any sums due COUNTY other than those set forth in Article XV Reimbursement. COUNTY and COUNTY LEGISLATURE shall consider such request provided such request is documented by NASSAU HERITAGE'S financial statements and updated fiscal projections and provided COUNTY and COUNTY LEGISLATURE deems it to be in the best interest of COUNTY and its residents to waive or delay the receipt of any such payment.

#### Article XXII

##### ASSIGNMENTS AND TRANSFERS OF INTEREST

Section 22.1 Right to Assign. NASSAU HERITAGE shall have the right to grant operating licenses for food services and/or other revenue generating activities on the site provided, however, that said licenses are not inconsistent with NASSAU HERITAGE' purposes and public services.

Section 22.2 NASSAU HERITAGE shall not license the entire site to a third party for the purpose of operation of the said demised site without the written consent of the COUNTY EXECUTIVE and COUNTY LEGISLATURE.

Section 22.3 No Arrears. NASSAU HERITAGE represents that it is not in arrears to COUNTY upon debt or contract and that it is not a defaulter as surety, contractor or otherwise upon any obligation to COUNTY.

Section 22.4 License to Bind Successors. This license and all the terms, covenants, and conditions thereof shall bind the parties hereto and inure to the benefit of the successors and legal representatives and assigns of the parties hereto and to the grantees of COUNTY.

Section 22.6 Covenant Against Liens. If because of any act of omission or alleged act or omission of NASSAU HERITAGE, any mechanics or other lien, charge, or order for the payment of money, or other encumbrance for the payment of money shall be filed against COUNTY or the Demised Site, whether or not such lien, charge or order or encumbrance is valid or enforceable as such, NASSAU HERITAGE, at its own cost and expense, shall cause the same to be discharged of record within one-hundred and twenty (120) days after written notice to NASSAU HERITAGE, of the filing thereof; and NASSAU HERITAGE shall indemnify and save harmless COUNTY and fee owner against and from all costs, liabilities, suites, penalties, claims, and demands, including reasonable counsel fees resulting therefrom. If NASSAU HERITAGE fails to comply with the foregoing provision, COUNTY shall have the option of discharging or bonding any such lien for all costs, expenses, and other sums of money expended in connection therewith (as additional rental), with interest at the current bank rate.

#### Article XXIII

##### TERMINATION OR DEFAULT

Section 23.1 Surrender. NASSAU HERITAGE covenants and agrees to quit and surrender the demised site at the expiration of the said term, including any renewal term, in good condition, reasonable wear and tear excepted, and that it will surrender and give up the Demised Site and all equipment, supplies, manuals, and inventories which are the property of COUNTY upon the conclusion or termination of the License.

Section 23.2 Default. A default shall be deemed to have occurred hereunder if:

a) If NASSAU HERITAGE defaults in paying rent or in the performance or observance of any other material term, covenant or provision of this license agreement, and if COUNTY shall serve a written notice upon NASSAU HERITAGE specifying such default and if, after the

expiration of thirty (30) days from the service of such notice, NASSAU HERITAGE shall not have cured or remedied such default or made reasonable efforts to correct such default, or if the same cannot be cured or remedied in said thirty (30) days period and NASSAU HERITAGE shall not have diligently commenced curing such default within the thirty (30) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure said default, then COUNTY may serve a written thirty (30) day notice of termination of this license upon NASSAU HERITAGE, and upon the expiration of said thirty (30) days this license and the term thereof shall end and expire as fully and completely as if the date of expiration of said thirty (30) day period were the date fixed herein as the end and expiration of this license and the term thereof, and tenant shall then quit and surrender the demised site to COUNTY.

b) The failure of COUNTY to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY may have and shall not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants, and conditions.

#### Article XXIV

##### MISCELLANEOUS PROVISIONS

Section 24.1 Entire Agreement. This memorandum contains the entire agreement between the parties hereto, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the same is sought.

Where provisions of this agreement specify action by the COUNTY, the Nassau COUNTY Commissioner of The Department of Recreation, Parks and Support Services shall be the COUNTY representative.

It is agreed herein that the COUNTY shall have the authority to approve or amend any provision in this license that would change the metes and bounds description of the area licensed herein if agreed to by NASSAU HERITAGE. If any terms or provision of this license or the application thereof to any person or circumstance, shall to any extent be found invalid or unenforceable, the remainder of the license, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

Section 24.2 No representations. COUNTY or COUNTY'S agents have made no representations or promises with respect to the buildings or the real property of which the demised site form a part, nor with respect to the demised site, and any availability of future capital funds except as in herein expressly set forth.

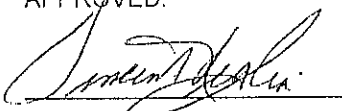
Section 24.3 Quiet Enjoyment. COUNTY covenants that NASSAU HERITAGE, upon performing and observing all of the terms of this license and its obligations, may peacefully and quietly have, hold and enjoy the demised site for the demised terms, subject and subordinate as provided in this license.

Section 24.4 Force Major. None of the parties to this license agreement will be liable to any other or to third parties for any failure to satisfy an obligation of warranty under this license agreement due to any cause beyond its reasonable control, including, but not limited to, inclement weather, Acts of God, war, riot, civil commotion, power failure or fire. If such condition prevents the performance for a continuous period of ninety (90) days, said party may terminate this license agreement by properly delivered written notice.

Section 24.5 Equal Employment Opportunity. The parties to this license agreement shall abide by all relevant federal, State and local laws, ordinances or resolutions designed to ensure equal employment opportunity to persons who are employed pursuant to this license agreement.

IN WITNESS WHEREOF, NASSAU HERITAGE has executed this agreement the day and year first written above and the COUNTY OF NASSAU has executed this agreement the 24 day of June 2001

APPROVED:



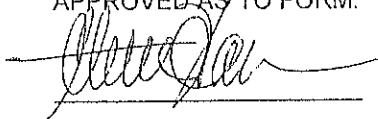
Department of Recreation, Parks,  
and Support Services  
(COMMISSIONER)

COUNTY OF NASSAU



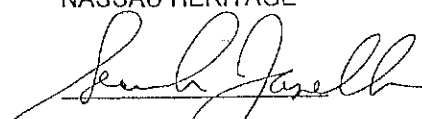
County Executive  
*Deputy*

APPROVED AS TO FORM:



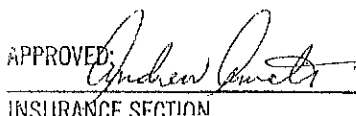
Deputy County Attorney

NASSAU HERITAGE



By: Sean Fanelli  
PRESIDENT, NASSAU HERITAGE

APPROVED:



INSURANCE SECTION

6/6/01

STATE OF NEW YORK)

SS. :

COUNTY OF NASSAU )

On this                    day of                    , 2001, before me personally appeared Curtis E. Fisher, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)

133.

COUNTY OF NASSAU )

On this . day of . , 2001, before me personally appeared Elizabeth D. Pessala, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)

) 44. :

COUNTY OF NASSAU )

On this 14th day of June, 2001, before me personally came Gerr Fanello to me known, who being by me duly sworn, did depose and say: That he resides at 563 Eice Circle, Garden City, New York and that he is the President of Nassau Heritage the corporation described in and which executed the above agreement, and that he signed his name thereto by order of its Board of Directors.

DOLORES FREDRICH  
Notary Public, State of New York  
No. 30-4748036  
Qualified in Nassau County  
Commission Expires March 30, 1962  
N.Y.

NOTARY PUBLIC

STATE OF NEW YORK)

35.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001,  
before me personally came \_\_\_\_\_ to me  
known and known to me to be the person described in and who  
executed the same.

NOTARY PUBLIC