



Certified:

E-153-20

Filed with
Clerk of Nassau County Legislature
November 2, 2020 11:30AM

NIFS ID:CQPK20000023 Department: Parks

Capital:

SERVICE: Use and Occupancy Permit

Contract ID #:CQPK20000023

NIFS Entry Date: 21-JUL-20

Term: from 01-JUL-20 to 30-JUN-21

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Global Soccer Consulting, Inc.	Vendor ID#: 260809518
Address: 6 Town Path Glen Cove, NY 11542	Contact Person: Peter Zaratini
	Phone: 516-903-3552

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-2072

Routing Slip

Department	NIFS Entry: X	22-JUL-20 -- PABUFFOLINO
Department	NIFS Approval: X	22-JUL-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-AUG-20 -- IQURESHI
OMB	NIFS Approval: X	22-JUL-20 -- SJACOB
County Atty.	Insurance Verification: X	23-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	22-JUL-20 -- DMCDERMOTT
CPO	Approval: X	13-AUG-20 -- KOHAGENCE

DCEC	Approval: X	25-AUG-20 -- JCHIARA
Dep. CE	Approval: X	25-AUG-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	30-OCT-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To extend a use and occupancy agreement with Global Soccer Consulting to continue to provide the opportunity for the rehabilitation of the Butler Building and adjacent area at the Mitchel Athletic Complex, including the operation of a first-class facility accommodating a wide range of sports, recreation, exhibition, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents. Parks is seeking an extension of the agreement in order to continue to provide for the uninterrupted use and enjoyment of the Facility by the public while the contract approval process with the National Park Service is pending. This permit is necessary while the long-term contract is still being negotiated.
Method of Procurement: Globall has been operating the facility pursuant to a license and Use and Occupancy agreement since 2009. They were selected as the winning proposer under RFP #PK0916-1956.
Procurement History: Globall has been operating the facility pursuant to a license and Use and Occupancy agreement since 2009.
Description of General Provisions: To extend a use and occupancy agreement with Global Soccer Consulting to continue to provide the opportunity for the rehabilitation of the Butler Building and adjacent area at the Mitchel Athletic Complex, including the operation of a first-class facility accommodating a wide range of sports, recreation, exhibition, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents. The Permittee shall pay a fee to the County payable monthly as follows: Four Thousand Five Hundred Dollars (\$4,500.00) for the months of July and August 2020 and Fifteen Thousand Dollars (\$15,000.00) for each remaining month of the permit
Impact on Funding / Price Analysis: County receives \$159,000.00 in permit fees.
Change in Contract from Prior Procurement: First two months provide for a fee payment of \$4,500 instead of \$15,000 due to the restrictions placed on Butler Building use due to the COVID-19 pandemic.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	Gen	Revenue	X	1	pkgen3110de500	\$ 0.01
Control:	Pk	Contract:				\$ 0.00
Resp:	3110	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.01			\$ 0.00
					TOTAL	\$ 0.01

RENEWAL		TOTAL	\$ 0.01			
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

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

WHEREAS, the County has negotiated use and occupancy agreement with Global Soccer Consulting, Inc., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said use and occupancy agreement with Global Soccer Consulting, Inc.



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

1. Vendor: Global Soccer Consulting, Inc.

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

Amount to be encumbered: \$.01

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 7/1/20-6/30/21

Has work or services on this contract commenced? Y ____

If yes, please explain: No services have been performed for the County, but he has occupied the premises

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

The County desires to continue to provide the opportunity for the rehabilitation of the Butler Building and adjacent area at the Mitchel Athletic Complex, including the operation of a first-class facility accommodating a wide range of sports, recreation, exhibition, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents. The County wishes to continue to provide for the use and enjoyment of the Facility by the public during the contract and National Parks Service approval process. This permit is necessary while the long-term contract is still being negotiated

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
CQPK19000018	01-APR-19	0.00

AUTHORIZATION

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

IQURESHI

04-AUG-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

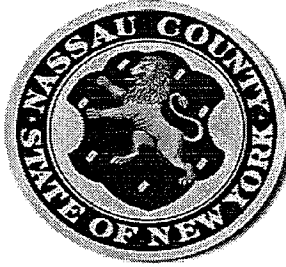
Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Global Soccer Consulting, Inc.

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

FEDERAL TAX ID #: 260809518

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

(See Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

7/21/20
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.

COMPTROLLER APPROVAL FORM ATTACHMENT

This is for a Use and Occupancy at Mitchel Field being routed pursuant to Ord. 265-1970, as amended, Section c.(ii)(aa)(i), payment by permittee of more than \$25,000 in a calendar year. On September 16, 2019 the County issued Request For Proposals RFP #PK0916-1956 for proposals to renovate, update and operate the Premises pursuant to a License Agreement for a term of ten (10) with an option to renew for five (5) years. Permittee was the winning proposer. Any agreement at Mitchel Field is subject to the approval of the Department of the Interior through the National Parks Service (the "NPS"). Permittee continued operations through use and occupancy agreements awaiting National Parks Service (the "NPS"). After an extended time period, the NPS rejected the Permittee's winning proposal. The Parks Department is issuing a new RFP for an operator so as to conform with NPS advisements. In order to allow for continued use of the facility by Nassau County residents through leagues and other events, Permittee is being allowed to operate pursuant to this use and occupancy agreement while the new RFP is issued, and award made, and the National Service Park approval received. Global has been operating the facility pursuant to a license and Use and Occupancy agreements since 2009.

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: 07/08/2020

1) Proposer's Legal Name: Global Soccer Consulting, Inc.

2) Address of Place of Business: 6 Town Path

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

Country: US

Address: 1425 Old Country Road, Building A

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

Country: US

Start Date: _____ End Date: 01-MAY-20

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 832562065

5) Federal I.D. Number: 260809518

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

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

No conflict exists

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

In the event a conflict arises, the County will be notified to make a determination.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/15/0007

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

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

First Name Peter
Last Name Zaratin
MI Suffix
Address 1425 Old Country Road
City Plainview State/Province/Territory NY Zip/Postal Code 11803
Country US
Position President

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

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

First Name	Peter				
Last Name	Zaratin				
MI		Suffix			
Address	1425 Old Country Road				
City	Plainview	State/Province/Territory	NY	Zip/Postal Code	11803
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

40

vi) Annual revenue of firm;

1250000

vii) Summary of relevant accomplishments

See attachment

1 File(s) Uploaded: Business History Form A vii.pdf

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

B. Indicate number of years in business.

13

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

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

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

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

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

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

I, Peter Zaratina , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Global Soccer Consulting, Inc.

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

Peter Zaratina [PZARATINA@GLOBALCONCEPTS.COM]

President

Title

07/08/2020 12:46:33 PM

Date

Industry Experience

History at Mitchel Athletic Complex

In 2002, Globall Concepts was approached by Charles B Wang, former owner of the New York Islanders and the New York Dragons, an Arena Football League franchise that played at the Nassau Memorial Coliseum.

At the time, the NY Dragons needed an indoor facility to conduct daily team practice sessions. Moreover, they sought a facility operator with knowledge in facility management and a proven track record with working with municipalities.



A partnership was formed after successfully securing a 10-year Use & Occupancy Agreement for the Butler Building from Nassau County.

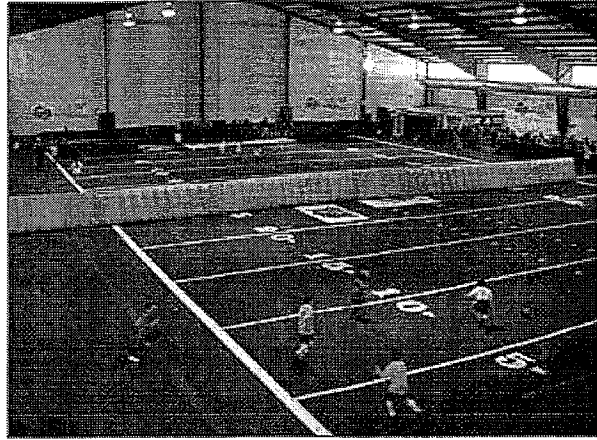
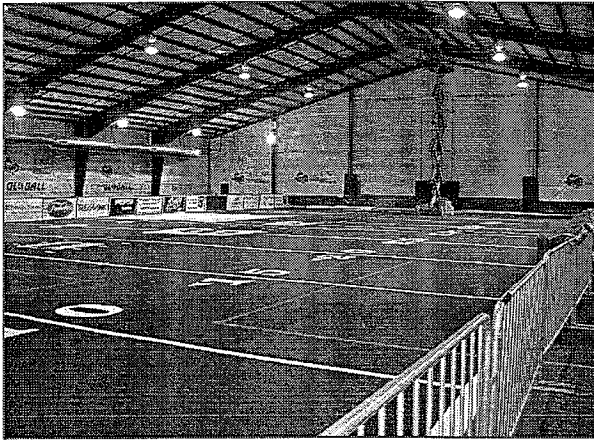
The Butler Building



Since 2003, Globall Concepts operated and maintained the Butler Building in partnership with the New York AFL Dragons converting the 25,515-square foot space from a basic storage facility erected for the Cradle of Aviation and Firemen's Museum into a functional practice facility.

Capital improvements of approximately \$750,000 were made to the building. These expenditures were personally financed ensuring that the County did not incur any renovation costs to the building.

They included, but were not limited to, the installation of: two Trane HVAC units; 30 metal halide light fixtures; a wet pipe fire sprinkler system; wall insulation and covering; roof repairs and leveling portions of the asphalt subfloor.



With limited facility amenities, along with restrictive U&O covenants, Globall successfully built a sustainable business that over time fully repaid the NY Dragons capital contributions along with interest payments. At the same time, Globall managed and operated the building on behalf of the NY Dragons and shared usage with the County of Nassau.

In 2008 the Arena Football League folded and necessary capital improvements were needed. In 2009, the building's Use & Occupancy Agreement was transferred to Globall Concepts.

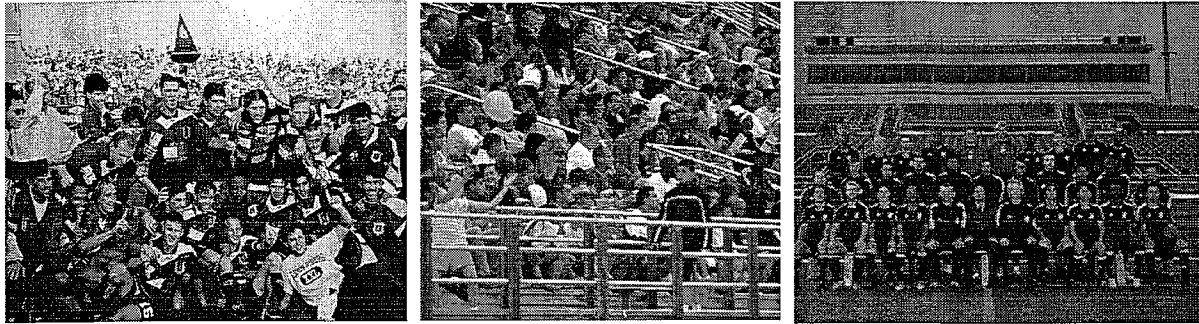
At which time, Globall helped transformed the practice facility into a modest multi-sport training facility by further contributing approximately \$200,000 of additional capital expenditures.



These improvements included, but were not limited to, facility and spectator protective netting, installation of exterior concrete footings around the perimeter of the building, replacement of roof gutters and leaders, installation of temporary bathroom facilities and the addition of a second layer of Gym Guard protective wall material. In addition to the capital expenditures new synthetic turf and soccer goals were purchased, totaling approximately \$175,000 of new facility equipment.

Long Island Rough Riders

In 1993 the Long Island Rough Riders soccer franchise started its storied beginnings in Nassau County, playing at Mitchel Athletic Complex well before it was renovated for the Goodwill Games in 1997.



In 2004 the Global Concepts purchase the franchise from Frank Boulton, the owner of the Long Island Ducks where it played its home games at Bethpage Park, formerly EAB Park, in Central Islip.

In 2007, Mitchell Rechler became an owner of the Rough Riders with the primary intent to construct a state-of-the-art indoor / outdoor multi-sport complex where a professional soccer franchise affiliated with a Major Soccer League team could once again call Mitchel Athletic Complex "home".





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Yes, County Executive and County Legislator

Friends of Norma Gonsalves, Senator Jack Martins for Nassau County

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.

Electronically signed and certified at the date and time indicated by:
Peter Zaratina [PZARATIN@GLOBALCONCEPTS.COM]

Dated: 07/08/2020 12:26:26 PM

Vendor: Global Soccer Consulting, Inc

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Mitchell Rechler
Date of birth: 12/15/1960
Home address: 89 Dune Road
City: East Quogue State/Province/Territory: NY Zip/Postal Code: 11942
Country: US
- Business Address: 85 South Service Road
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: (631) 414-8400
- Other present address(es): None
City: East Quogue State/Province/Territory: NY Zip/Postal Code: 11942
Country: US
Telephone: 5166955605

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>08/28/2007</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

currently a 25% minority owner

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Co-managing partner of Rechler Equity and affiliated companies.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Mitchell Rechler , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Global Soccer Consulting Inc.

Name of submitting business

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

Mitchell Rechler [MR@MRECHLER.COM]

Partner

Title

07/20/2020 02:21:58 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter Zaratini
Date of birth: 04/29/1971
Home address: 6 Town Path
City: Glen Cove State/Province/Territory: NY Zip/Postal Code: 11542
Country: US

Business Address: 6 Town Path
City: Glen Cove State/Province/Territory: NY Zip/Postal Code: 11542
Country: US
Telephone: 5169033552

Other present address(es):
City: None State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>08/28/2007</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>08/28/2007</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

75% majority owner

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Long Island Soccer Holdings, INC a 501(3)(c),

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter Zaratina , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Global Soccer Consulting, Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Peter Zaratina [PZARATINA@GLOBALCONCEPTS.COM]

President
Title

07/08/2020 12:49:51 PM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Global Soccer Consulting, Inc.

Address: 6 Town Path

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

Country: US

2. Entity's Vendor Identification Number: 260809518

3. Type of Business: Other (specify) S-Corp

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

First Name	<u>Peter</u>		
Last Name	<u>Zaratin</u>		
MI		Suffix	
Address	<u>1425 Old Country Road</u>		
City	<u>Plainview</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11803</u>
Country	<u>US</u>		
Position	<u>President</u>		

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

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

If none, explain.

First Name	<u>Peter</u>		
Last Name	<u>Zaratin</u>		
MI		Suffix	
Address	<u>1425 Old Country Road</u>		
City	<u>Plainview</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11803</u>

Country _____
Position President

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Peter Zaratin [PZARATIN@GLOBALCONCEPTS.COM]

Dated: 07/08/2020 12:52:26 PM

Title: President

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

COUNTY OF NASSAU
PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

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

WITNESSETH:

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

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

WHEREAS, the County desires to continue to provide the opportunity for the rehabilitation of the "Butler Building" and adjacent area at the Mitchel Athletic Complex, including the operation of a first-class facility (the "Facility") accommodating a wide range of sports, recreation, exhibition, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents (such portion of land shown as the area outlined in red on the Site Map and, together with the Facility, referred to herein as the "Premises");

WHEREAS, in connection with the potential development of an indoor multi-use indoor/bubbled turf field facility on a portion of the land in Mitchel Athletic Complex, the County will be issued a Request For Proposals (the "RFP");

WHEREAS, the Permittee was selected as the winning proposer; and

WHEREAS, the County wishes to continue to provide for the use and enjoyment of the Facility by the public during the contract and National Parks Service approval process;

WHEREAS, the Permittee has satisfactorily operated the Facility as a licensee and permittee of the County;

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

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

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

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

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

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fee to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

CONDITIONS AND REGULATIONS

1. TERM. The term of this Agreement term shall commence on July 1, 2020 and shall expire on June 30, 2021 or upon the approval of a long-term agreement between the County and Permittee by the Nassau County Rules Committee and NPS, unless extended or terminated earlier as herein provided. This Agreement may be extended, on the same terms and conditions as stated herein, by Parks, in its sole discretion, for one (1) additional year.

2. USE. (a) The County does hereby grant to the Permittee the permission to use and occupy the Premises, including a priority use for Field 5, subject to and in accordance with the provisions set forth in this Permit.

(b) Permittee shall supply all necessary operational equipment and inventory related to operating the facility.

(c) Permittee shall hold periodic clinics for disadvantaged youths of the County, with the Departments cooperation, but, in any event, no less than three (3) clinics per permit year.

(d) Parks shall have the use of the facility at the days and times per the attached Exhibit

"B".

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

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

(g) The Permittee shall submit to Parks on a quarterly basis, due on the fifteenth (15th) day of the month following the last month of the preceding quarter, a schedule of all Registered Group usage of the Facility as well as any other additional information reasonably requested by Parks.

(h) The Permittee shall submit to Parks on a monthly basis, due on the fifteenth (15th) day of each month, a utilization report in such format approved by Parks which provides, at a minimum, the following information:

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

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

(j) In addition to the time designated in subsection (d), above, The Permittee shall cooperate with Parks in providing use of the Facility without charge for programs or events conducted by or arranged for by the County or Parks. Parks agrees to notify the Permittee at least sixty (60) days in advance of any proposed special event to be held at the Facility.

(k) The Premises shall be used for no other purpose whatsoever.

3. USE FEE. (a) The Permittee shall pay a monthly fee to the County as follows: For the months of July and August of 2020, Four Thousand Five-Hundred Dollars (\$4,500.00); for each month thereafter for the life of this Permit, including any extension hereof, Fifteen Thousand and 00/100 Dollars (\$15,000.00).

(b) The fee shall be paid in full upon execution of the permit by cash, business check, bank check, or cashier's check payable to "Treasurer of Nassau County" and delivered to the Department of Parks, Recreation & Museums at the Administration Building, Eisenhower Park, East Meadow, NY 11554.

(c) (i) On or before the twentieth (20th) day following each quarter of each Operating Year, Licensee shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the preceding month together with the requisite License Fee payment. Licensee shall also submit a summary report of Gross Receipts for each Operating Year within thirty days (30) of the end of each Operating Year of this License. The yearly report shall be for reporting purposes only. Each of the reports referenced in each preceding two sentences shall report the Gross Receipts generated at the Licensed Premises in the following categories: Event fees, food and beverage, valet parking, and ceremony sales along with all other sources of revenue realized from the Licensee's operation of the Licensed Premises.

(ii) Licensee shall include the amount of sales tax on its statement of Gross Receipts.

4. INSURANCE. (a) General Commercial Liability. The Permittee shall furnish to the County a certificate of commercial general liability insurance issued to and covering the liability of the County and the Permittee, with respect to the ownership and use of the Premises. Such liability policy shall name the "County of Nassau" as an additional insured. The County of Nassau, its officials, employees, volunteers, agencies and representatives are included as an additional insured under the commercial general liability policy. A waiver of subrogation is granted in favor of the County. The limits of liability in such policy shall not be less than five million (\$5,000,000.00) per occurrence for all damages arising out of personal injury and bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The County reserves the right to require the Permittee to provide such additional insurance, including other types and higher amounts of insurance, as the County may request in its sole discretion. In the event that the County allows the Permittee to use any subcontractors in connection with this Permit, the Permittee shall require any such subcontractor to carry insurance with the same limits and provisions required to be carried by the Permittee under this Permit.

(b) **Workers' Compensation.** In the event that the Permittee engages, or intends to engage, employees for the use, maintenance or repair of the Premises, the Permittee will furnish a certificate of current workers' compensation insurance, in the requisite statutory amounts, to cover all such personnel.

5. **INDEMNITY.** (a) The Permittee agrees to conduct its activities upon the Premises so as not to endanger any person or property thereon and shall assume all risk in its performance of all activities authorized by this Permit and shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same provided, however, that the Permittee shall not be liable for a Loss, if any, caused by the negligence of the County.

(b) The Permittee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Permittee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Permittee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Permittee shall, and shall cause Permittee Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this section shall survive the termination of this Permit.

6. **CONDITION OF THE PREMISES; TITLE.** (a) The Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by the Permittee, and has found the Premises to be suitable for its permitted use as provided herein. The Permittee acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting the Premises in its "AS IS" condition "**WITH ALL FAULTS**" as of the date of this Permit.

(b) The Permittee acknowledges that this Permit is a license solely for those certain areas of the building described in the recitals hereof and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.

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

7. REPAIRS, MAINTENANCE AND UTILITIES: It is understood by the Permittee that the Permittee shall be responsible, at its own expense, for any repairs, improvements, cleaning or maintenance work of any kind to be performed upon the Premises, whether structural or non-structural, interior or exterior, or otherwise; shall pay for any utilities, fuel, electricity, water district charges, sewer district charges, or other services used; and shall, in general, maintain the Premises in a neat, orderly and good physical condition. Any structural improvements or repairs require prior County review and approval, it being understood and agreed between the parties that such approval shall not be unreasonably withheld, delayed or conditioned. Permittee may make non-structural improvements or repairs to the Premises without prior County approval. Without limiting the generality of the foregoing, the Permittee agrees that in the event that the Permittee and/or its agents, employees or representatives shall cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

8. REVOCATION. The County reserves the right, in the County's sole discretion, for any or no reason, to revoke this Permit on demand. Such revocation shall be effective thirty (30) days after written notice is sent to Permittee. The Permittee expressly waives any and all claims for compensation, refund of investment, damages or any other payment in the event this Permit is terminated by the County sooner than the fixed term, pursuant to the provisions for revocation contained herein.

9. REPOSSESSION. The Permittee further represents that it has knowledge of the fact that the Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said permit hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that

the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

10. ALTERATIONS OR IMPROVEMENTS. The Permittee shall make no alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the County.

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

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

13. COMPLIANCE WITH LAWS, REGULATIONS AND CODES/FEDERAL QUITCLAIM DEED COVENANTS AND RESTRICTIONS. (a) The Permittee agrees to use the Premises in compliance with all laws, regulations, codes, rules and other directives promulgated by any municipality or governmental authority, including, without limitation, the County of Nassau, the Town in which the building is located, the State of New York, and the United States of America. The Permittee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary to operate the Premises.

(b) NASSAU COUNTY LIVING WAGE LAW. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Permittee agrees as follows:

- (i) Permittee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Permittee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may

terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Permittee to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

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

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

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

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

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

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

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

15. NO WAIVER OF COUNTY'S RIGHTS: The failure of the County at any time to demand strict performance by the Permittee of any of the terms, covenants or conditions set forth

herein shall not be construed as a continuing waiver or relinquishment thereof and County may, at any time, demand strict and complete performance by the Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

16. SUCCESSORS AND ASSIGNS. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and the Permittee and their respective permitted successors and assigns.

17. ASSIGNMENT. This Permit shall not be assigned, shared, subcontracted or otherwise transferred without the prior written consent of the County and any purported assignment, sharing or transfer without such consent shall be null and void.

18. NOTICES: Any notice, request, demand or other communication required to be given or made in connection with this permit shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, or (iv) by e-mail, (c) deemed given or made on the date the delivery receipt was signed, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable; in each case to the attention of and at the address specified below:

Notices to County will be given to:

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

With a copy to:

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

Notices to the Permittee will be given to:

Global Soccer Consulting, Inc.
1425 Old Country Road – Building A
Plainview, New York 11803
Name: Peter Zaratin
Email: pzaratin@globalconcepts.com

Phone: (516) 622-3900 ext. 820

19. SECURITY DEPOSIT: (a) Upon affixing its signature to this Permit, Permittee shall provide the County with a security deposit in the amount of **Ten Thousand Dollars** (\$10,000.00) ("Security Deposit"). The Security Deposit shall be held by the County without liability for the County to pay interest thereon, as security for the full, faithful and prompt performance of and compliance with each and every term and condition of this Permit to be observed and performed by the Permittee. The Security Deposit shall remain with the County until expiration of Permit and Permittee has complied with every condition of Permit.

(b) The Security Deposit shall consist of cash, U.S Postal money order, bank check or certified check payable to the Treasurer of Nassau County. The County shall not be obligated to place or to keep said Security Deposit hereunder in an interest-bearing bank account.

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

20. ENTIRE AGREEMENT/AMENDMENTS. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. No alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, the NPS.

21. EXECUTORY CLAUSE. Notwithstanding any other provision of this Permit, the County shall have no liability under this Permit to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Permit has been executed by the Commissioner of the Department.

22. NON-DISCRIMINATION: The County and Permittee agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

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

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

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

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

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

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

23. INSPECTION OF PREMISES: Permittee shall allow the Parks Commissioner, representing the County, or the Commissioner's designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement.

24. LIENS: Permittee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Permittee during the term of this Agreement or any extension or renewal thereof.

25. COUNTY CONCESSIONAIRE: The Permittee acknowledges that the County has existing concession agreements covering the sale of food and beverages at various County Parks including the Premises and the Permittee agrees that it will not sell or permit the sale of food or beverages or interfere with the existing agreement unless a sub-contracting agreement has been entered into with the concessionaire and it has been approved by the Commissioner. In Addition, all rentals of tents or "bouncies" and entertainment will be arranged through the exclusive concessionaire

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Permittee and the County have executed this Permit and agree to be bound by all the terms and conditions set forth herein as of the date first-above written.

GLOBAL SOCCER CONSULTING, INC.

By: Peter Zaratina

Name: Peter Zaratina

Title: President

Date: July 8, 2020

COUNTY OF NASSAU

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of July in the year 2020 before me personally came Peter Zaratini to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the PRESIDENT of GLOBAL SOCCER CONSORTIUM, 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.

Patty Carrota
NOTARY PUBLIC

Patty Carrota
Notary Public State of New York
Nassau County
Lic. #01CA6215546
Comm. Exp. 12/28/21

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau or _____ Parks Commissioner, 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 Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Peter Zaratini (Name)

6 Town Path, Glen Cove, NY 11542 (Address)

516-622-3900 ext. 820 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

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

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

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

July 1, 2020
Dated _____

Peter Zaratina
Signature of Chief Executive Officer

Peter Zaratina
Name of Chief Executive Officer

Sworn to before me this

8 day of July, 2020.

Patty Carrotta
Notary Public

Patty Carrotta
Notary Public State of New York
Nassau County
Lic. #01CA6215546
Comm. Exp. 12/28/21

Exhibit A

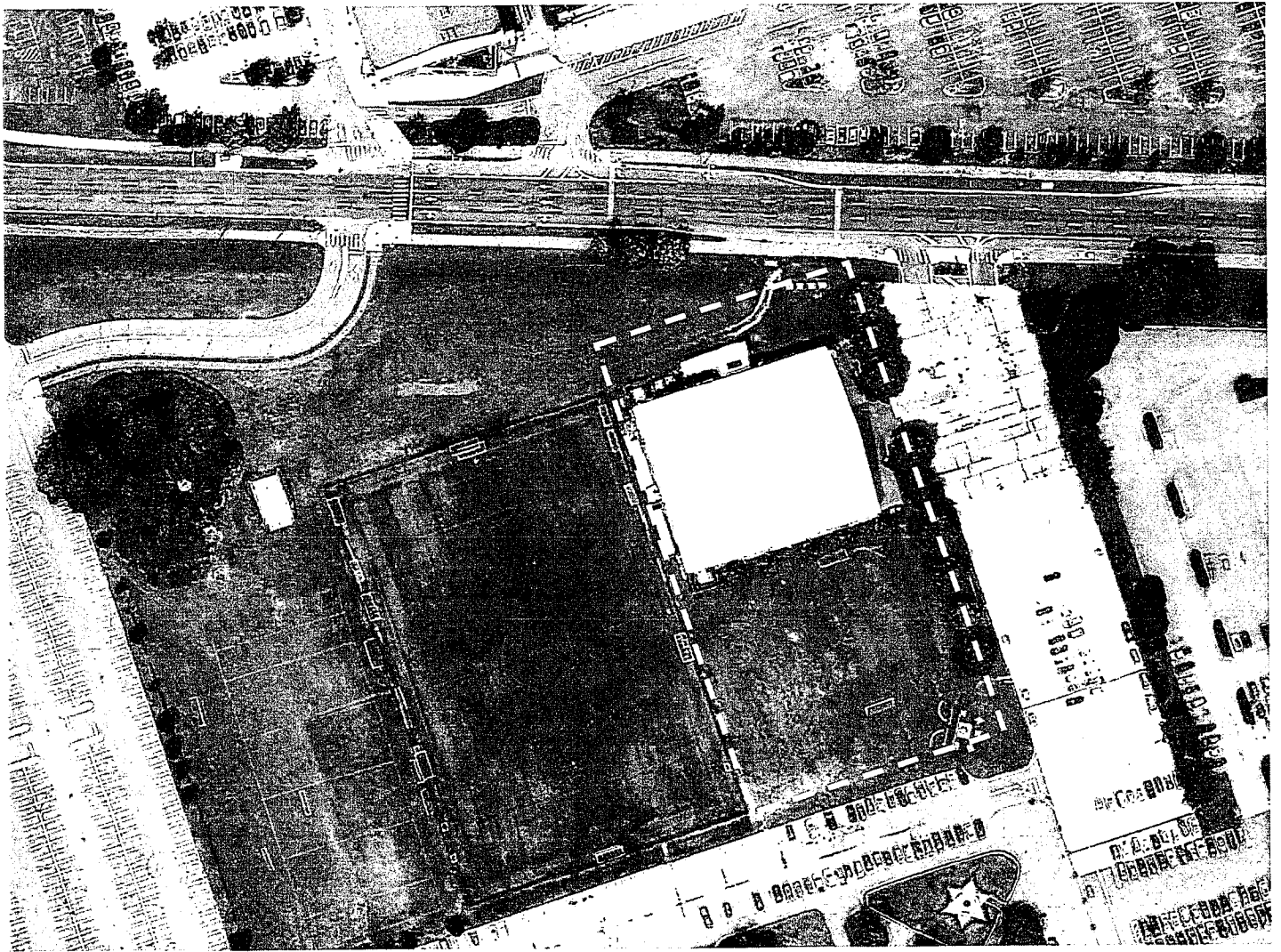


EXHIBIT B

Mitchel Athletic Complex - Butler Building
Public Usage Schedule for Nassau County Use

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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

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

PRODUCER The Monument Sports Group 1365 Overbrook Road Suite #1 Richmond, Virginia 23220		Phone: (804)354-9020 Fax: (866)352-1401	CONTACT NAME: Chris Fox PHONE (A/C, No, Ext): (804)354-9020 E-MAIL ADDRESS: chris@monumentsports.com FAX (A/C, No): (866)352-1401
INSURED Global Soccer Consulting dba Long Island Rough Riders Training Center 6 Town Path Glen Cove, NY 11542		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22292	

COVERAGES

CERTIFICATE NUMBER: 2883

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDR 9751449 09	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included Abuse/Mol \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDR 9751449 09	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHR 9752748 09	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is named as additional insured if required by written contract per form #421-2915. Waiver of Subrogation provided if required by written contract per form #421-2915. This certificate is issued in reference to the named insured's operations and subject to the terms, conditions and other provisions of the policies. Nassau County will be given no less than ten (10) days notice of cancellation per form #401-1235.
 RE: Global Soccer Consulting Inc dba Long Island Rough Riders for use of the Butler Building and other ancillary facilities at the Mitchell Athletic Complex, Uniondale, New York.

CERTIFICATE HOLDER

CANCELLATION

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

DATE (MM/DD/YYYY)

11/22/2019

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AmTrust	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WWC3444969	12/20/2019 12/20/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) GLOBALLS SOCCER CONSULTING 1425 OLD COUNTRY RD PLAINVIEW, NY 11803 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-671-1585 1c. Federal Employer Identification Number of Insured or Social Security Number 260809518
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU 1550 FRANKLIN AVENUE MINEOLA, NY 11501	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" LNY776437 3c Policy effective period 01-01-2020 to 12-31-2020
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only. 5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:	

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

Date Signed 12-16-2019

Elizabeth Tello

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

Telephone Number (212) 553-8074

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

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

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

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

State of New York Workers' Compensation Board

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

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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

DB-120.1 (10-17)



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COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary, Chief Procurement Officer

FROM: Eileen Krieb
Commissioner, Department of Parks, Recreation and Museums

DATE: July 16, 2020

SUBJECT: Delay Memo – GLOBAL SOCCER CONSULTING, INC.

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned Use and Occupancy revenue Permit for contract Global Soccer Consulting, Inc. to use, occupy and maintain the Premises of the Butler Building at Mitchel Field for the sole purpose of running soccer, lacrosse and other similar sporting events, leagues, clinics and other entertainment this is appropriate for the Facility and would not violate any County or NPS restrictions. The terms of this contract are from July 1, 2020 through June 30, 2021, or until NPS and Legislative approval.

The vendor's previous permit expired on March 30, 2020. At the time of the termination, the vendor was up to date on all of its obligations to the County, including use fee payments. The Butler Building has been vacant since April 1, 2020 due to the COVID-19 pandemic. At the end of June, the vendor approached Parks respecting permitting the Butler Building to assist the vendor in hosting camps. The vendor proposed a lesser fee payment for two months since there are still restrictions on the number of people allowed in the facility at any given time. Starting in September 2020 the vendor would pay the same use fee as in the previous permit. Time was of the essence as the ability to hold camps quickly arose and needed to start in early July. Every effort was made to bring this to Rules on July 13, 2020 calendar but slight delays were encountered. The County wishes to continue to provide for the use and enjoyment of the Facility by the public during the contract and National Parks Service approval process. This permit is necessary while the long-term contract is still being negotiated and approved.

A handwritten signature in black ink, appearing to be "P. Krieb", is located in the bottom right corner of the page.