E-95-16

No 🛛

No 🗌

#### HOTEL/MOTEL TAX GRANT FUND

## **Contract Details**

New 🛛 Renewal

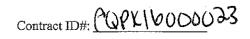
Amendment

SERVICE: Traditional 19th Century Music

1) Mandated Program:

2) Comptroller Approval Form Attached:

| Time Extension  | 3) CSEA Agmt, §   | 3) CSEA Agmt. § 32 Compliance Attached: Yes \( \subseteq \text{No } \text{No } \end{aligned}   |                                  |   | No 🖾                          |
|---|---|--|----------------------------------|---|-------------------------------|
| Addl. Funds   | 4) Vendor Owner   | 4) Vendor Ownership & Mgmt. Disclosure Attached:   |                                  |   | No 🗌                          |
| Blanket Resolution RES#   | 5) Insurance Requ   | 5) Insurance Required Yes  |                                  |   | No 🗵                          |
| Agency Informati  | on  |  |                                  | •   |                               |
|   | /endor  |  | County I                         | Departi   | nent                          |
| Name: Mary Nagin  | Vendor ID   |  | Department Conta<br>Eileen Krieb |   |                               |
| Addres  | Contact Perso   | on   | Address<br>Administration B      | lda Eisenh  | ovran Darle                   |
| REG:  | Mary Nagin  |  | East Meadow, NY                  |   | ower Fark                     |
| Email:  | Phone   |  | Phone (516) 572-                 | -0378   |                               |
|   |   |  | Fax 516-572-022                  | 7   |                               |
| Routing Slip<br>Brian Nugent, Chief Dep   | uty Commissioner  | w  | Date                             | 3/23  | 14                            |
| Frank Camerlengo, Dep.  | Gammissioner  |  | Date                             | 3/4)//  |                               |
|   | Villant La  | 2 6  |                                  | 2/20/   |                               |
| Eileen Krieb, CSR   | assem pu  |  | Date                             | 10071   |                               |
| (C) \   | •   |  |                                  |   |                               |
| DATE OF DEPARTMENT  | Internal Verification   | DATE Appveds   | SIGNATURE                        |   | -Approval=<br>lequired=       |
| DATE DEPARTMENT  Department   | Internal Verification  NIFS Entry (Dept)  NIFS Appvl (Dept. Head)   | DATE Appeted Fireti  | SIGNATURE                        |   | Approval<br>Eguired           |
|   | NIFS Entry (Dept)   | Appread Fardi  | SIGNATURE                        | A R   | egured                        |
|   | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)  | Appyfd&  | SIGNATURE                        | Yes Not 1   |                               |
| Department  | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval   | Appread Fardi  | SIGNATURE                        | Yes<br>Not r  | No required if                |
| Department OMB  | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered  NIFS Approval (Contractor Registered)  CA RE & Insurance   | Apperax Privil  Apperax  Apper | SIGNATURE                        | Yes<br>Not r  | eguired                       |
| Department  OMB  County Attorney  | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification  | Apperax  | John H                           | Yes Not r blank   | No equired if eet resolution  |
| Department  OMB  County Attorney  County Attorney                                       | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification CA Approval as to form Fw'd Original Contract to                       | Apperax  | John H                           | Yes Not r blank   | No required if                |
| Department  OMB  County Attorney  County Attorney  Legislative Affairs                  | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered  NIFS Approval (Contractor Registered)  CA RE & Insurance Verification  CA Approval as to form  Fw'd Original Contract to CA                | Apperax  | John J                           | Yes Not in blank Yes Sold And | No Dequired if cet resolution |
| Department  OMB  County Attorney  County Attorney  Legislative Affairs  County Attorney | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered  NIFS Approval (Contractor Registered)  CA RE & Insurance Verification  CA Approval as to form  Fw'd Original Contract to CA  NIFS Approval | Approx   | John J                           | Yes Not in blank Yes Sold And | No Dequired if cet resolution |





# Contract Summary

| Description: Traditional 19th Century Dance Music at Old Bethpage Village Restoration   |
|---|
| Purpose: Traditional 19th Century Dance at Old Bethpage Village Restoration   |
| Method of Procurement: This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider. |
| <b>Procurement History:</b> Mary Nagin has been contracted under the County for several years to perform at Old Bethpage Village for special events and for the Annual LI Fair.             |
| Description of General Provisions: Mary Nagin will provide traditional 19th century dance music at the Old Bethpage Village Restoration special events                                      |
| Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$3,500.00  |
| Professional Services CONTRACT Processing fee \$160-eury attacked.  |
| Change in Contract from Prior Procurement: n/a  |
| Recommendation: (approve as submitted)  |
| Advisement Information  |

## Advisement information

| BUDGET C     | ODES - |
|--------------|--------|
| Fund:        | GRT    |
| Control:     | PK     |
| Resp: OPA    | 190    |
| Object:      | 500    |
| Transaction: | 103    |

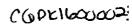
| RENEW      | AL 🔠 |
|------------|------|
| % Increase |      |
| % Decrease |      |

| FUNDING SOURCE   | AMOUNT     |
|------------------|------------|
| Revenue Contract | XXXXXXX    |
| County           | \$         |
| Federal          | \$ .       |
| State            | \$         |
| Capital          | \$         |
| Other GRANT      | \$5,336.00 |
| TOTAL            | \$5,336.00 |

| LINE | : INDEX/OBJECT CODE | AMOUNT     |
|------|---------------------|------------|
| 1    | okgen 1800 de 500   | \$5,336.00 |
| 2    |                     | \$         |
| 3    |                     | \$         |
| 4    |                     | \$         |
| 5    |                     | \$         |
| 6    |                     | \$         |
|      | TOTAL               | \$5,336.00 |

| Document Prepared By: | K.Kelly | Date: | 1/20/15 |
|-----------------------|---------|-------|---------|

| NEC Carifornia                                       | - Comptroller Certification   | Charte Mantage Assessment |
|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name / LU/                |
| Name   | Name  | Date 4/7/16               |
| Date   | Date  | (For Office Use Only)     |





# Nassau County Interim Finance Authority

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

| 2. Dollar amount requiring NIFA approval: \$ 5,336.00  Amount to be encumbered: \$ 5,336.00  This is a New Contract Advisement Amendment   |             |
|--|-------------|
|  |             |
| This is a New Contract Advisement Amendment  |             |
|  |             |
| If new contract - \$ amount should be full amount of contract If advisement NIFA only needs to review if it is increasing funds above the amount previously approved by If amendment - \$ amount should be full amount of amendment only | NIFA        |
| 3. Contract Term: 3/1/16-12/31/16  |             |
| Has work or services on this contract commenced? Yes No  |             |
| If yes, please explain:  |             |
| 4. Funding Source:   |             |
| General Fund (GEN) Capital Improvement Fund (CAP) Other Grant Fund (GRT) Federal % State % County %  |             |
| Is the cash available for the full amount of the contract?  Yes  No  |             |
| If not, will it require a future borrowing? Yes No   |             |
| Has the County Legislature approved the borrowing?  Yes  No  | N/A         |
| Has NIFA approved the borrowing for this contract? Yes Yo  | N/A         |
| $_{5}$ . Provide a brief description (4 to $_{5}$ sentences) of the item for which this approval is requested  | ed:         |
| Mary Nagin will provide traditional 19th century dance music at the Old Bethpage Village Restoration specievents providing the public with an authentic 19th century experience they would not find elsewhere in the Island area.        | ial<br>Long |
| 6. Has the item requested herein followed all proper procedures and thereby approved by th   | e:          |
| Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A   |             |
| Date of approval(s) and citation to the resolution where approval for this item was provide  | ed:         |
| CQPK15000015-\$3,500.00  |             |
| 7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior  None  | 12 months   |

#### **AUTHORIZATION**

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

| losean   | 1 Miller                              | 3/38/16   |
|--|---------------------------------------|---|
| Signature  | Title                                 | Date /  |
| Print Name   |                                       |   |
|  | COMPTROLLER                           | c's office  |
| To the best of my know<br>conformance with the<br>Multi-Year Financial P | Nassau County Approved Budget         | aformation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, ple   | ease check the correct response:      |   |
| I certify that the   | funds are available to be encum       | pered pending NIFA approval of this contract.   |
|  | oonding for this contract has been ap | proved by NIFA. but the project requires NIFA bonding authorization                         |
| Signature  | Title                                 | Date  |
| Print Name   |                                       |   |
|  | NIFA                                  |   |
| Amount being approve   | ed by NIFA:                           |   |
| Signature  | Title                                 | Date  |
| Print Name   |                                       |   |

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

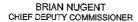
240 Old Country Road Mineola, New York 11501

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

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

| The core renew (copie | This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on [date]. This is a last or extension pursuant to the contract, or an amendment within the scope of the contract or RFP of the relevant pages are attached). The original contract was entered into  |
|-----------------------|--|
| of the receiv         | [describe rement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.   |
| prop                  | Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.  |
|                       | A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:  |
|                       | <b>B.</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.   |
| mem                   | Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not nat least three proposals.   |
| X                     | 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>B.</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.   |

| □ <b>D.</b> 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.   |
| Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII.   |
| Then, check either box Section VIII or IX, as applicable.   |
| VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.   |
| VIII.   Participation of Minority Group Members and Women in Nassau County  |
| Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.  |
| IX.  Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to 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: X a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  |
| pepartment Head Signature   |
| 3/23/16   |
| Data  |





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

March 22, 2016

Service: Personal Services Contract for Mary Nagin

The above mentioned performer will provide professional performances of 19<sup>th</sup> Century Fiddle accompanied by 19<sup>th</sup> Century Dulcimer player to play as a duo or as the music for 19<sup>th</sup> Century Contra Dancing to benefit the residents of Nassau County at Old Bethpage Village Restoration for the 2016 season.

This service is specialized and unique and involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process.

These services cannot be provided by any staff currently employed by the county.

Brian Nugent

Chief Deputy Commissioner

# Exhibit A



#### COUNTY OF NASSAU

### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

| pursuant to the New York State Election<br>ending on the date of this disclosure, or (<br>years prior to the date of this disclosure;<br>campaign committees of any of the follo<br>committees of any candidates for any of | ters of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?  |
|---|--|
|   | COMMING A - In the second and the se |
|   |  |
|   |  |
| Vendor authorized as a signatory of the factory of the factor and so swears to statements and they are, to his/her knowled the undersigned further certifies and afficial and afficial contents.                            | irms that the contribution(s) to the campaign committees   |
| identified above were made freely and w<br>benefit or in exchange for any benefit or  | rithout duress, threat or any promise of a governmental  |
| Dated: March 24, 2016   | Vendor: Mary Nagin Signed: Mary D. Nagin Title 1004 (1997)   |
|   | Title: Musicial  |

#### 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 Mary D. Wagin  |
|----|---|
|    | Date of birth   |
|    | Home address  |
|    | City/state/zip  |
|    | Business address Same   |
|    | City/state/zip  |
|    | Telephone   |
|    | Other present address(es)   |
|    | City/state/zip <u>Van 0</u>   |
|    | Telephone   |
|    | List of other addresses and telephone numbers attached  |
| 2. | Positions held in submitting business and starting date of each (check all applicable)  |
|    | President// Treasurer//   |
|    | Chairman of Board// Shareholder//   |
|    | Chief Exec. Officer// Secretary//   |
|    | Chief Financial Officer// Partner//   |
|    | Vice-President/   |
|    | (Other) Sole proprictor   |
| 3. | Do you have an equity interest in the business submitting the questionnaire?  NO YES If Yes, provide details.   |
| 4  | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO <u>YES</u> If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide details.  |

| 6.         | in the  | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO VES If Yes, provide details.   |  |  |  |  |  |  |  |
|------------|---|--|--|--|--|--|--|--|--|
| lav<br>Pro | 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.         |   | past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 5 in which you have been a principal owner or officer:  |  |  |  |  |  |  |  |
|            | a.  | Been debarred by any government agency from entering into contracts with that agency?  NO YES {If Yes, provide details for each such instance.}  |  |  |  |  |  |  |  |
|            | b.  | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO VES If Yes, provide details for each such instance.   |  |  |  |  |  |  |  |
|            | C.  | Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO <a and="" attach="" href="https://example.com/www.ncb/www.ncb/www.ncb/www.ncb/www.ncb/www.ncb/www.ncb/ww&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;d.&lt;/td&gt;&lt;td&gt;Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;8.&lt;/td&gt;&lt;td&gt;petitic&lt;br&gt;and/o&lt;br&gt;proce&lt;br&gt;pendi&lt;br&gt;(Provi&lt;br&gt;appro&lt;/td&gt;&lt;td&gt;any of the businesses or organizations listed in response to Question 5 filed a bankruptcy on and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any not bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked " if="" it="" more="" need="" page="" photocopy="" priate="" questionnaire.)<="" space,="" td="" the="" to="" yes".="" you=""></a> |  |  |  |  |  |  |  |
|            | a)  | Is there any felony charge pending against you? NO VES If Yes, provide details for each such charge.   |  |  |  |  |  |  |  |
|            |   | Is there any misdemeanor charge pending against you? NO YES If Yes, provide details for each such charge.  |  |  |  |  |  |  |  |
|            | c)  | Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.   |  |  |  |  |  |  |  |
|            | d)  | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO <u>YES</u> If Yes, provide details for each such conviction.  |  |  |  |  |  |  |  |
|            | e)  | In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  NO YES If Yes, provide details for each such conviction.  |  |  |  |  |  |  |  |

|     | f)                                       | In the past charges?   | 5 years, hav<br>NO. YE                 | e you beel<br>S If  | n found in v<br>Yes, provi                               | violation of<br>de details f                 | any admini<br>or each sud                      | strative or<br>ch occurre                   | statutory<br>nce.   |
|-----|--|--|--|---|--|--|--|---|---|
| 9.  | have y<br>federal<br>such ir<br>entity a | rou been the<br>I, state or lo<br>nvestigation<br>and/or an at | was related t                          | criminal ir<br>ng or inves<br>to activities<br>ess listed i | nvestigatior<br>stigative ag<br>s performe<br>n response | n and/or a d<br>ency and/o<br>d at, for, or  | civil anti-trus<br>or the subje<br>on behalf o | st investiga<br>ct of an inv<br>of the subn | past 5 years,<br>ation by any<br>vestigation where<br>nitting business<br>If Yes, |
| 10. | respon<br>investig<br>limited            | ise to Ques<br>gation and/<br>to federal,                      | tion 5, been t<br>or any other t       | he subject<br>ype of inve<br>al regulato                    | of a crimir<br>estigation b<br>ory agencie               | nal investiga<br>by any gove<br>es while vou | ation and/o<br>ernment age<br>u were a pri     | r a civil ant<br>ency, inclu                | nization listed in<br>ti-trust<br>ding but not<br>ner or officer?                 |
| 11. | Questi                                   | on 5 had ar<br>It to any pro                                   | ny sanction im                         | posed as  | a result of  | iudicial or a                                | administrati                                   | ve proceed                                  | in response to<br>dings with<br>Is for each such                                  |
| 12. | federal                                  | l, state or lo   | years, have y<br>cal taxes or o<br>YES | ther asses  | ssed charg   | es, includin                                 | ia but not li                                  | mited to wa                                 | ay any applicable<br>ater and sewer   |
|     |  |  |  |   |  |  |  |   |   |

#### CERTIFICATION

| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. |
|---|
| I,  |
| Sworn to before me this /7 day of Mach 2016  Darlara Reagant, SciOLI  Notary Public  Notary Public, State of New York No. 01SC6002623  Qualified in Suffolk County  Commission Expires Feb. 9, 20   |
| Name of submitting business:  |
| By: Mary D. Dagin  Brint names  |
| Signature  Musician  Title  |
|   |

#### **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: March 11, 2016 Mary 1) Proposer's Legal Name: \_\_\_ 2) Address of Place of Busines List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: Does the business own or rent its facilities? 4) Dun and Bradstreet number: 5) Federal I.D. Number: 6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (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 Now 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).   |
|-----|---|
|     | 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  |
|     | 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. |
|     | 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.   |
|     | Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  |
|     | a) Any felony charge pending? No Yes If Yes, provide details for each such charge.  |
|     |   |
|     | b) Any misdemeanor charge pending? No ① Yes If Yes, provide details for each such charge  |
|     | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each   |

|  | such conviction  |
|--|--|
|  | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction.  |
|  | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such occurrence.   |
| busines<br>to any p  | ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with respect rofessional license held? No/ Yes; If Yes, provide details for each such   |
| applicab   | cast (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? No // Yes If Yes, provide details for each such year. Provide a  |
| detailed   | response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  |
| detailed<br>appropri   | response to all questions checked 'YES'. If you need more space, photocopy the   |
| detailed appropri  Provide a deappropriate  17) Conflict a)  | response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.  of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist.  |
| detailed appropri  Provide a deappropriate  17) Conflict a)  | response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.   |
| detailed appropri  Provide a deappropriate  17) Conflict a)  | response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.  of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ease 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 or |
| detailed appropri  Provide a de appropriate  17) Conflict a) | response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.  of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ease 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 or |

|    | b)              | Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  |
|----|-----------------|--|
|    |                 | No conflict exists   |
|    | -               |  |
|    | ماللغمام<br>ا   |  |
| A. | extensi         | a resume or detailed description of the Proposer's professional qualifications, demonstrating ve experience in your profession. Any prior similar experiences, and the results of these notes, must be identified. |
|    | Should          | the proposer be other than an individual, the Proposal MUST include:   |
|    | i)              | Date of formation;   |
|    |                 | Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  |
|    | iii)            | Name, address and position of all officers and directors of the company;   |
|    | iv)             | State of incorporation (if applicable);  |
|    | v)              | The number of employees in the firm;   |
|    | vi)             | Annual revenue of firm;  |
|    | vii)            | Summary of relevant accomplishments  |
|    | viii)           | Copies of all state and local licenses and permits.  |
| В. | Indicate        | e number of years in business.   |
| C. | Provide capacit | any other information which would be appropriate and helpful in determining the Proposer's y and reliability to perform these services.  |
| D. |                 | names and addresses for no fewer than three references for whom the Proposer has d similar services or who are qualified to evaluate the Proposer's capability to perform this                                     |
|    | Compa           | ny King Manor Museum   |
|    | Contact         | Person Nadezhda Williams   |
|    | Addres          |  |
|    | City/Sta        | nte Jamaica, NY. (Mailing address)   |
|    | Telepho         | one  |
|    | Fax#            | NIA  |
|    |                 | Address Contacta Mingmanor, org  |

| company Historic Longstreet Farm  |
|---|
| Contact Person Ronnie Grothusen   |
| Address 44 Longstreet Road  |
| City/State Holmdel, NJ 07733  |
| Telephone $(732)$ 946 - 3758  |
| Fax#  |
| E-Mail Address ronnie, grothusen@co.monmounth.nj.us   |
|   |
|   |
| Company East Meadow Public Library  |
| Company <u>East Meadow Public Library</u><br>Contact Person <u>Jude Schanzer</u>                          |
| Contact Person Jude Schanzer  |
|   |
| Contact Person Jude Schanzer  Address 1886 Front St., East Meadow My. 11554                               |
| Contact Person Jude Schanzer  Address 1886 Front St. East Meadow NY. 11554  City/State (East Meadow, NY.) |

#### CERTIFICATION

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

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

Sworn to before me this 17 day of March 2016

Notary Public

BARBARA T. SCIOLI Notary Public, State of New York No. 01SC6002623 Qualified in Suffolk County / 2

Name of submitting business

Mary

Signature

Musician

Date

#### COUNTY OF NASSAU

# ${\tt CONSULTANT'S, CONTRACTOR'S \ AND \ VENDOR'S \ DISCLOSURE \ FORM}$

| 1.                                    | Name of the Entity: Mary D. Nagin   |
|---------------------------------------|---|
|                                       | Address:  |
|                                       | City, State and Zip Code:   |
| 2.                                    | Entity's Vendor Identification Number:  |
| 3.                                    | Type of Business: Public Corp Partnership Joint Venture   |
|                                       | Ltd. Liability Co Closely Held Corp Self-Employed Other (specify)   |
| of Joi                                | List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
|                                       |   |
|                                       | 1//   |
|                                       | /\/_///   |
| · · · · · · · · · · · · · · · · · · · |   |
|                                       | •   |
|                                       |   |
|                                       |   |
| 5.<br>sharel<br>held (                | List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.  |
|                                       | x 2 / 1   |
|                                       | $\sim$  |

| Page 2 of 4   |
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|   |
| 6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  |
| NONE  |
|   |
|   |
|   |
| 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. |
| (a) Name, title, business address and telephone number of lobbyist(s):  |
|   |
| N/A   |
|   |
|   |

#### Page 4 of 4:

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

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

| 1.                       | Name of the Entity: Mary D. Nagin   |
|--------------------------|---|
|                          | Address   |
|                          | City, State and Zip Code:   |
| 2.                       | Entity's Vendor Identification Number:  |
| 3.                       | Type of Business:Public CorpPartnershipJoint Venture  |
|                          | Ltd. Liability CoClosely Held Corp Self-Employed Other (specify)  |
| of Join                  | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
|                          | 1)A   |
|                          |   |
|                          |   |
| 5.<br>shareho<br>held Co | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly or poration include a copy of the 10K in lieu of completing this section.   |
|                          | $N/\Pi$   |

| Page 2 of 4   |
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|   |
|   |
| 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  |
|   |
|   |
| List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but no limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. |
| (a) Name, title, business address and telephone number of lobbyist(s):  |
| N/A   |
|   |
|   |

#### Page 4 of 4:

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

#### RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS
AND MARY NAGIN

WHEREAS, the County has negotiated a personal services agreement with Mary Nagin, to provide musical performances of traditional 19<sup>th</sup> century dulcimer music at Old Bethpage Village Restoration special events, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Mary Nagin.

#### **CONTRACT FOR SERVICES**

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii)

#### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

- 1. <u>Term.</u> This Agreement shall commence on March1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.
- 2. <u>Program</u>. The Contractor is hereby retained by the County to provide Traditional 19<sup>th</sup> Century Dance music performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed five thousand three hundred thirty six dollars (\$5,336.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

- (c) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "<u>Performer Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Peformer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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.
- 6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Perfomer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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 Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.
- (e) The provisions of this Section shall survive the termination of this Agreement.

- 9. <u>Assignment: Amendment: Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 10. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 11. Accounting Procedures: Records. The Performer 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 Performer 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 Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 12. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) <u>Notice</u>. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.
- 14. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

- 16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 17. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the Nassau County Treasurer by the Contractor upon signing this Agreement <u>us</u>.

#### 19. Miscellaneous

- (a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.
- (b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

- (c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.
- (d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.
- 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 21. <u>Entire Agreement</u>. 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.

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

|                        | $M \cap \Omega$ |
|------------------------|-----------------|
| y:                     | Wall-           |
| Name                   | Mary D. Wagin   |
| Title:                 | Musician        |
| Date:                  |                 |
|                        |                 |
| ASSAU                  | J COUNTY        |
|                        | J COUNTY        |
|                        |                 |
| y:<br>Name             |                 |
| sy:<br>Name<br>Title:_ |                 |

PLEASE EXECUTE IN <u>BLUE</u> INK

| STATE OF NEW YORK)  |
|---|
| )ss.:<br>COUNTY OF NASSAU )   |
| On the 17 hday of March in the year 2016 before me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffer that he or she is the Owner of Mary D. Wagin, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.  NOTARY PUBLIC  BARBARA T. SCIOLI Notary Public, State of New York Qualified in Suffolk County / 8  Commission Expires Feb. 9, 20 |
| STATE OF NEW YORK) )ss.:  |
| COUNTY OF NASSAU)   |
| On the day of in the year before me personally came to me personally known, who, being duly sworn, did depose and   |
| said that (s)he resides in County; that (s)he is the County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.   |

NOTARY PUBLIC

## Mary Nagin Appendix A

\$29.00/hour for 4 hours per day for 46 days

Total: 5,336.00

Dates:

| April 8   | September 3  |
|-----------|--------------|
| April 9   | September 4  |
| May 7     | September 10 |
| May 28    | September 11 |
| May 29    | September 24 |
| June 5    | September 25 |
| June 18   | September 26 |
| June 19   | October 1    |
| June 26   | October 2    |
| July 2    | October 15   |
| July 3    | October 16   |
| July 4    | October 22   |
| July 13   | October 23   |
| July 14   | October 29   |
| July 15   | October 30   |
| July 16   | November 19  |
| July 17   | November 20  |
| August 6  | November 26  |
| August 7  | November 27  |
| August 13 | December 15  |
| August 14 | December 16  |
| August 28 | December 17  |
| August 29 | December 18  |
| 0         |              |

In the event that any these dates are cancelled for any reason the performer can, with the approval of the Department of Parks, reschedule for a day and time that is convenient for Old Bethpage Village Restoration and the performer.

## Appendix L Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

| The chief   |   |   |   |
|---|---|---|---|
|   | Mary D.   | Nagin   | (Name)  |
|   |   |   | (Address)   |
| requirement contractor of the requirement of the Pep reasonable Rules pertage | ving Wage Law or (2)<br>nts of the Law pursual<br>does not comply with<br>irements of the Law,<br>artment that at the time<br>certainty that it would<br>aining to waivers, the | as applicable, obtain a went to section 9 of the Law. the requirements of the I and such contractor estable of execution of this agreed receive such waiver bas County will agree to term | raiver of the  In the event that the  Law or obtain a waiver lishes to the satisfaction eement, it had a ed on the Law and inate the contract |
| without im  | posing costs of secking   | ng damages against the Co   | ontractor   |
| In the past<br>or a govern<br>payment or                                      | five years, Permittee<br>ment agency to have<br>f wages or benefits, la   | has has not violated federal, state, or bor relations, or occupations against the Permittee, descriptions.  | been found by a court local laws regulating onal safety and health.   |

| 5.     | authorized County representatives for  | work sites and relevant payroll records by or the purpose of monitoring compliance with ting employee complaints of noncompliance. |
|--------|--|--|
| knowle | by certify that I have read the foregoinedge and belief, it is true, correct and herein shall be accurate and true as of | complete. Any statement or representation  |
|        |  | Mary D. Dagiv<br>Name of Chief Executive Officer   |
| Sworn  | to before me this  |  |

**Notary Public** 

BARBARA T. SCIOLI Notary Public, State of New York No. 01SC6002623 Qualified in Suffolk County Commission Expires Feb. 9, 20

## Appendix EE

Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Womenowned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

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

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Mary Nagin - Background

Mary Nagin has had been a performer and teacher of traditional folk music since the 1990s.

Mary started studying classical violin at age 8, and continued through high school, where she also studied music theory for two years. She also studied classical and folk style guitar.

From an early age she was exposed to traditional folk music as it was brought to New York during the late 1930s. In the mid 1990s she was invited by Larry Moser to join the LITMA (Long Island Traditional Music Association) Contradance Orchestra as a fiddler. Through this connection she had the opportunity to study traditional folk fiddling with Liz Knowles (who performed with Riverdance), and Lisa Gutkin (formerly with Whirligig and The Klezmatics).

Subsequently, Mary joined the groups Dance All Night, Fiddlers Green and Rose Tree - performing for dances, concerts and other events at schools, libraries, historical societies, museums and private venues. Mary has performed at historic locations, including the King Manor Museum in Jamaica, NY; Historic Longstreet Farm, Holmdel NJ, the Monmouth County Fair, and The Islip Grange.

In addition to playing and teaching music, Mary is an accomplished artist - drawing and painting, and teaches art to adults and children at the Art League of Long Island (Dix Hills), the Portledge School (Locust Valley), and for grant funded programs for populations such as seniors, and special needs students. Mary also teaches privately.

FAML6455 V4.2

NIFS PRODUCTION SYSTEM

CURRENT YR BUDGET & OBLIGATION SUMMARY

LINK TO: ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 03 : 03 2016 MAR 2016

INDEX

: PKGEN1800

F9-LINK

HOTEL MOTEL PK97

ORGANIZATION

CHARAC / OBJECT FOTP FUND SFND

: X : GF GEN GEN

PROJECT PROJ DTL

GRANT GRANT DTL: UCODE/ORD#/DRC

GENERAL FUND

| S OBJECT | DESCRIPTION RENTS & RE               | ORIG BUDGT             | CUR BUDGET             | CUR OBLIG<br>695               | CUR BALANCE<br>695                 |
|----------|--------------------------------------|------------------------|------------------------|--------------------------------|------------------------------------|
| TX       | SPECIAL TA<br>REV TOTAL              | 2,200,000<br>2,200,000 | 2,200,000<br>2,200,000 | 695                            | -2,200,000<br>-2,199,305           |
| DE       | CONTRACTUA<br>EXP TOTAL<br>REV – EXP | 2,200,000<br>2,200,000 | 2,200,000 2,200,000    | 681,063<br>681,063<br>-680,368 | 1,518,937<br>1,518,937<br>-680,368 |

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG

F4-PRIOR F5-NEXT

03/28/2016

3:21 PM

GO14 - RECORD FOUND

FAML6161 V4.2

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

LINK TO: ACTIVE

FISCAL MO/YEAR: 11 2015 NOV 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN

| S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHEC    | K NO PERIOD |
|--|-------------|
| DUE DATE DESCRIPTION                               | AMOUNT      |
| 11/09/2015 136P VDPK15000270 01 PKGEN1800 DE500    | 11 2015     |
|  |             |
| 11/09/2015 *2015-10-1A*                            | -797.50     |
| 11/17/2015 136F VDPK15000326 01 PKGEN1800 DE500    | 11 2015     |
| 11/17/2015 CONTRACT EXPIRED DISENCUMBER BAL \$ 174 | -174.00     |

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

FAML6161 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN VENDOR

POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION AMOUNT 10/26/2015 136P VDPK15000256 01 PKGEN1800 DE500

10 2015

09/29/2015 \*2015-9-24\* -986.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

FAML6161 V4.2 LINK TO: NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR : 09 2015 SEPT 2015

BALANCE TYPE: 01 ENCUMBRANC

VENDOR : MARY NAGIN

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD AMOUNT 09/01/2015 136P VDPK15000158 01 PKGEN1800 DE500 09 2015 09/01/2015 \*2015-8-2\*

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND LINK TO:

FAML6161 V4.2 NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR: 07 2015 JULY 2015 MARY NAGIN

BALANCE TYPE : 01 ENCUMBRANC

VENDOR POST DATE T/C DOCUMENT

DUE DATE DESCRIPTION

INDEX SUBOBJ BANK CHECK NO PERIOD AMOUNT

07/13/2015 136P VDPK15000097 01 PKGEN1800 06/16/2015 \*2015-6-13\*

DE500

07 2015 -232.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

FAML6161 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

VENDOR

FISCAL MO/YEAR : 04 2015 APR 2015

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

04/06/2015 103 CQPK15000015 01 PKGEN1800

DE500

AMOUNT 04 2015

TRADITIONAL 19TH CENT DANCE MUSIC OBVR 2015

3,500.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

|  | Sec. 12.   |
|--|--|
| MARY D NAGIN   |  |
|  |  |
| Mar  | 7.7.2016 1-32/210 NY<br>18653  |
| Pay to the Order of Vassace County Treasurer                   |  |
| Onehundard sixtured XX   | \$160,00   |
| Bank of America  | Dollars (1) Security Featuring Details on Early Security   |
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