4-7-16

No 🛛

No 🗌

Yes 🔲

#### HOTEL/MOTEL TAX GRANT FUND

### **Contract Details**

New X Renewal

Amendment

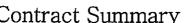
SERVICE: Lakeside Theatre Concert

NIFS ID #: <u>COPK 160000 2 C</u>	NIFS Entry Date: 4 11 16	Term: May 1, 2016-December 31, 2016
-----------------------------------	--------------------------	-------------------------------------

2) Comptroller Approval Form Attached:

1) Mandated Program:

Time Extension	3) CSEA Agmt. § 32 Compliance Attac	ched:	Yes 🔲 No 🖂
Addl. Funds	4) Vendor Ownership & Mgmt. Disclo	sure Attached:	Yes No No
Blanket Resolution RES#_	5) Insurance Required		Yes No
Agency Informat	ion		
	Vender	County D	eoariment
Name: The Nassau Pops Symph Orchestra, Inc.	nony Vendor ID# 11-2789266	Department Contact Eileen Krieb	The same of the sa
Address: 859 Willow Road, Fra Square, NY 11010 EMAIL: lou@npso.org	nklin Contact Lou Panacciulli Phone: 516-486-7713	Address Administration Bldg East Meadow, NY	
		Phone (516) 572-03	78
DAIR DEPAREMENT Department	Internal Verification Apply (8)  NIFS Entry (Dept) NIFS Apply (Dept. Head)	Date He SIGNATURE	Leg. Approval Required
ОМВ	Contractor Registered	ATO	Yes No No Not required if
HG	CA RE & Insurance Verification		blanket resolution
County Attorney	CA Approval as to form		Yes No 🗆
Legislative Affairs	Fw'd Original Contract to		
County Attorney	NIFS Approval		
Comptroller	NIFS Approval	11	
County Executive	Notarization Filed with Clerk of the Leg. \( \begin{align*} \frac{\psi}{\psi}/\psi_0 \\ \end{align*}	Mu	D FEE
PR5254 (1/06)			2 FT Y



Contract Summary Series
Description: The Nassau Pops Symphony Orchestra at Lakeside Theatre, Eisenhower Park
Purpose: to provide a musical performance of the Nassau Pops Symphony Orchestra Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on July 22, 2016.
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.
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on July 22, 2016 at Lakeside Theatre. Total cost: \$3,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$3,000.00
Change in Contract from Prior Procurement: n/a

### Recommendation: (approve as submitted) Advisement Information

BUDGET C	ODES
Fund:	GRT
Control:	PK
Resp: and	1800
Object: de	500
Transaction:	

RENEW	ÄL.
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$3,000.00
TOTAL	\$3,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	okgen 1800 de 500	\$3,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$3,000.00

% Increase				
% Decrease	Document Prepared By:	L. Rosenthal	Date:	April 11, 2016

NIPS Certification T	Comptroller Certification	Coduty Executive Approval
certify that this document was accepted into NIFS.	I certify that an unancumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name //////
Name	Name	Date
		4/25/16
Date	Date	(For Office Use Only)
		E #:



## Nassau County Interim Finance Authority

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

1. Vendor:	The Nassau Pops Symp	hony Orchestra	, Inc.		
2. Dollar amount requiri	ng NIFA approval: \$	3,000.00			
Amount to be encumbe	ered: \$ 3,000.00				
This is a	New Contract Advis	ement An	nendment		
If new contract - \$ amount sh If advisement - NIFA only no If amendment - \$ amount she	eds to review if it is increa	sing funds above	the amount previc	ously approve	d by NIFA
3. Contract Term: 5/	1/16-12/31/16	<u>.</u>			
Has work or services on th	nis contract commenced?	Yes	✓ No	)	
If yes, please explain:					
4. Funding Source:					
General Fund (GEN) Capital Improvemen Other	t Fund (CAP)	Grant Fund (GI	RT) Federal % State % County %		
Is the cash available for the fu	ıll amount of the contract?		Yes	No	
If not, will it require a fut	ture borrowing?		Yes	No	
Has the County Legislature a	proved the borrowing?		_ Yes	No	N/A
Has NIFA approved the borro	wing for this contract?		Yes	No	N/A
5. Provide a brief descrip	tion (4 to 5 sentences)	of the item for v	which this appr	oval is requ	ested:
Lakeside Theatre a	Symphony Orchestr	on July 22, 20		ormance	at
o. Has the item requested	l herein followed all pr		es and thereby a	annroved by	the:
Nassau County Attorney a Nassau County Committee	•		No N/A		
Date of approval(s) an	d citation to the resolu	tion where app	roval for this ite	em was pro	vided:
				<del>*************************************</del>	
Identify all contracts (	with dollar are sweets		·····	**********	•
. Identify all contracts (v	viui uonar amounts) W	iui uiis or an al	ımated party w	iuin the pr	or 12 month

#### 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.

losea un	Mellen	4/15/16
Signáture	Title	Date
Print Name		
	COMPTROLLER'	S OFFICE
To the best of my know conformance with the Multi-Year Financial P	Nassau County Approved Budget :	formation 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 encumb	ered pending NIFA approval of this contract.
· · · · · · · · · · · · · · · · · · ·	onding for this contract has been app	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d by NIFA:	
Signature	Title	Date
Print Nama		·

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: The Nassau Pops Orchestra, Inc.
CONTRACTOR ADDRESS: <u>859 Willow Road, Franklin Square, NY 11010</u> FEDERAL TAX ID #: <u>11-2789266</u>
Instructions: Please check the appropriate box ("∑") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on
in [newspaper] on [date]. The sealed bids were publicly opened on sealed bids were received and opened. [#] of
II.   The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by
advertisement in [newspaper], posting on industry websites, via
email to interested parties and by publication on the County procurement website. Proposals were due
on [date] [state #] proposals were received and evaluated. The
evaluation committee consisted of: three members of the Comptroller's Office and one member of the
County Executive's Office. The proposals were scored and ranked. As a result of the scoring and
ranking, the highest-ranking proposer was selected

III. This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on[date]. This is a
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   — Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
<b>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.
V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
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. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, 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.   Wendor 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, 1987-7 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature  Date

### EDWARD P. MANGANO COUNTY EXECUTIVE



#### BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

# COUNTY OF NASSAU DEPARTMENT OF PARKS, RECREATION & MUSEUMS EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

April 11, 2016

SERVICE: <u>Personal Services Contract for Lakeside Theatre Programming - The Nassau Pops</u> Orchestra, Inc. – July 22, 2016

The above mentioned contractor will present the professional musical performance of the Nassau Pops Symphony Orchestra for the residents for the residents of Nassau County at the Lakeside Theatre, Eisenhower Park the above mentioned concert.

The compensation to this contractor is consistent with fees for unique artistic presentations of this kind.

This contractor is an orchestra comprised of musicians from the professional and educational music fields, bringing a unique quality of symphonic music to the pops genre. Their placement on the Lakeside Theatre schedule provides a balance between the pops orchestra/bands and the full philharmonic presentation.

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

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theatre's creation in the late 1960's.

Bright Nugent

Chief Deputy Commissioner

### Exhibit A



#### COUNTY OF NASSAU

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election L ending on the date of this disclosure, or (b) years prior to the date of this disclosure and campaign committees of any of the following committees of any candidates for any of the	s of the vendor provided campaign contributions aw in (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two dending on the date of this disclosure, to the large Nassau County elected officials or to the campaign e following Nassau County elected offices: the County elect, the District Attorney, or any County Legislator?
	6
2. VERIFICATION: This section must be Vendor authorized as a signatory of the firm	e signed by a principal of the consultant, contractor or m for the purpose of executing Contracts.
The undersigned affirms and so swears that statements and they are, to his/her knowled	t he/she has read and understood the foregoing lge, true and accurate.
	ns that the contribution(s) to the campaign committees hout duress, threat or any promise of a governmental emuneration.
Dated: 6 April 2016	Vendor: The Nassan Poiss Symphony Onch., Inc Signed: Decis Paraccuilling Print Name: LOUIS PANACCIULLI
	Title: Vice President

#### PRINCIPAL QUESTIONNAIRE FORM

details.

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 LOUIS PANACCIULLI
	Date of birth
	Home address
	City/state/zip
	Business address SAME
	City/state/zip SAME
	Telephone 516-486-7713
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	√President <u>5   26   87</u> √Treasurer <u>5   26   87</u>
	Chairman of Board/Shareholder/
	Chief Exec. Officer//Secretary5126187
	Chief Financial Officer/ Partner/
	Wice President <u>5   26   87</u>
	(Other)
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 XYES 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 X YES If Yes provide

6.	6. Has any governmental entity awarded any contracts to a business or organization listed in Section in the past 3 years while you were a principal owner or officer? NO X YES If Yes, provid details.						
Pro	/, or as ovide a	affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the e page and attach it to the questionnaire.					
7.	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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 X YES If Yes, provide details for each such instance.					
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance.					
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.					
8.	and/or proces pendir (Providence)	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy an and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, 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 go bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more space, photocopy the priate page and attach it to the questionnaire.)					
	a)	Is there any felony charge pending against you? NO X YES If Yes, provide details for each such charge.					
	b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.					
	c)	Is there any administrative charge pending against you? NO X YES If Yes, provide details for each such charge.					
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO YES If Yes, provide details for each such conviction.					
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  NO YES If Yes, provide details for each such conviction.					

	f)	In the past charges?	5 years, hav NO <u>/</u> YE	re you been f ES If Y	ound in violes, provide	lation of ar details for	ny administr each such	ative or stat occurrence.	utory
9.	have y federa such ir entity a	ou been the il, state or lo nvestigation and/or an af	nformation prosecution prosecution was related filiated busing each such in	criminal inve ng or investi to activities p ess listed in	estigation a gative agen performed a response to	nd/or a civ cy and/or t, for, or o	il anti-trust i the subject n behalf of t	nvestigation of an investi he submittir	by any gation where go business
10.	respon investi limited	nse to Quest igation and/d I,to federal, s	nformation prition 5, been to be any other to state, and loc If Yes; pr	he subject of ype of invest al regulatory	f a criminal tigation by a agencies v	investigati any goverr while you v	on and/or a iment agend vere a princ	civil anti-tru cy, including	st but not
11.	In the p Questi respectinstand	ion 5 had an ct to any pro	s, have you o ly sanction in fessional lice	r this busine nposed as a nse held? N	ss, or any or result of jud	ther affilia licial or ad ES l	ted busines ministrative f Yes; provid	s listed in re proceeding de details fo	esponse to s with r each such
12.	federal	l, state or lo	years, have y cal taxes or c	other assess	ed charges.	. includina	but not limi	iled to pay a ted to water	ny applicable 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, LOVIS PARACIVLLI, 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 6 day of April 2016

DONNA WHITE Notary Public. State of New York Qualified in Suffork County My Commission Expires 08/11/2018

The Name Pols Symphony Orch., Inc. Name of submitting business

Louis Panacoulli
Print name

Deux Panacoulli
Signature

Vict President

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:
1) Proposer's Legal Name: The Kassau Pops Symphony Orchesta, Inc.
1) Proposer's Legal Name: The Kassau Pops Symphony Orchesta, Inc. 2) Address of Place of Business: 859 Willow Road, Franklin Square, 141101
List all other business addresses used within last five years:
3) Mailing Address (if different): N/A
Phone: 516-486-7713
Does the business own or rent its facilities? Own
4) Dun and Bradstreet number: $\mathcal{N}/\mathcal{A}$
5) Federal I.D. Number: 11-2789266
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation
7) Does this business share office space, staff, or equipment expenses with any other business?  Yes NoX
8) Does this business control one or more other businesses? Yes No _X If Yes, please provide details:

business	s business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any othe? Yes No 💢 If Yes, provide details
or any o agency,	proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau Counther government entity terminated? Yes $\_$ No $\overset{\checkmark}{\succeq}$ If Yes, state the name of bonding (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details g the termination (if a contract). $\_$
11) Has the state dat	proposer, during the past seven years, been declared bankrupt? Yes No X If Yee, court jurisdiction, amount of liabilities and amount of assets
business federal, s owner ar civil anti- such inv	ist five years, has this business and/or any of its owners and/or officers and/or any affiliates, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation.
federal, s of an affi but not li individua	been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that I's position at or relationship to an affiliated business. Yes No $X$ If Yes, provide or each such investigation.
either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting , and allegedly related to the conduct of that business:
	/
	a) Any felony charge pending? No X Yes If Yes, provide details for each such arge
	a) Any felony charge pending? No X Yes If Yes, provide details for each such arge
ota i an	a) Any felony charge pending? No Yes If Yes, provide details for each succharge  b) Any misdemeanor charge pending? No Yes If Yes, provide details for esuch charge

Į.

	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes If Yes, provide details for each such occurrence.
business to any pr	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No
applicabl	east (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water
detailed	er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.
detailed appropriate	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
detailed appropriate rovide a de opropriate ( 7) Conflict ( a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
detailed appropriate provide a depropriate propriate propriate (a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  tailed 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 appropriate ppropriate ppropriate (7) Conflict (a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire.  tailed 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, ase 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)	Plea a coi	se describe an	y procedure would not	exist for yo	n has, or w our firm in	ould add	opt, to e	assure	the C	ounty th	at
						conf	act e	rista	<u> 10 t</u>	he e	went_	4hat	a
and	لله	ran th	ssible ne cour	conflict try to dete	orises,	l will in	form the	COULD	ich e	P +1 XISTS		<u>ssible</u>	conflict
	A.	extensi	ve exper	e or detailed d lence in your p ust be identifie	rofession. /	f the Propo Any prior s	oser's prof imilar expe	essional eriences	qualifi , and th	cation ne resi	s, demo	onstratir hese	ng
		Should	the prop	oser be other	han an indi	vidual, the	Proposal	MUST in	nclude:				
		i)	Date of f	formation;									
				iddresses, and g shareholders					l intere	st in th	ne com	pany,	
		iii)	Name, a	ddress and po	sition of all	officers an	d directors	of the c	compar	٦ <b>y</b> ;			
		iv)	State of	incorporation (	if applicable	<b>≥</b> );							
		v)	The num	nber of employ	es in the fi	rm;							
		vi)	Annual r	evenue of firm							•		
		vii)	Summar	y of relevant a	ccomplishm	nents							
		viii)	Coples o	of all state and	local licens	es and pe	mits.						
	В.	Indicate	numbei	r of years in bu	siness.								
	C.			er information liability to perfo			priate and	helpful	in dete	rminin	g the F	'roposer	's
	D.			and addresses services or wi	no are quali	fied to eva	luate the F	Proposei					
		Compa	ny	The Inc	. Villa	ge of 1	Lineal	g G					
		Contac	t Person	Jose	56 Sc	aleno,	Villa	ge A	lesk.	<u></u>	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>		
		Addres	S ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	155	Masha	sig for	<u>Ave</u>		and the second s	<del></del>			
		City/Sta	ate	Mi	reda	, XY	11501						
		Telepho	one	516	- 746-	0750	**************************************		da cara de la cara de	<u>-</u>			
		Fax#_		516	- 746-	5602				_			
		E-Mail	Address <sub>.</sub>										

Company	The Inc. Village of Lynbrook.	
Contact Person	Patrick McDernott	
Address	One Columbus Drive	
City/State	Lynbrook, NY 11563	
Telephone	516-549-8000	
Fax #		
E-Mail Address		
Company	The Huntington Arto Council	
Contact Person	John Chickerio	
Address	213 Main St.	
City/State	Huntington, NY 11743	
Telephone	631-271-8423 Ext.11	
Fax #	JCHICHERIO@ Huntington Anto. On	-g ·
E-Mail Address	<b>~</b>	7



#### BOARD OF DIRECTORS

Dawn Manuel
President/Managing Director

Louis Panacciulli
Vice President/Music Director

Judith Carlson Secretary

Elaine Panacciulli
Treasurer

Monroe M. Diefendorf, Jr. Total Wealth Manager

Susan J. Levison
Personnel/Publicity Director

Michael Panacciulli
Director of Technology

James Carlson Director

Elizabeth Connolly
Director

Debra Grodenchik Director

Joann Zappa, Esq.
Director

The Nassau Pops Symphony Orchestra began performing in 1984. The orchestra incorporated under the laws of the State of New York in 1987 and received its 501(c)3 designation from the IRS in February 1988. No person or entity holds any financial interest in the corporation.

The orchestra has no employees. The members of the Board of Directors all participate as volunteers. The musicians perform as independent contractors.

Or annual revenue ranges from year.



We do not require or possess any state licenses or permits.

### THE NASSAU POPS SYMPHONY ORCHESTRA

#### BIOGRAPHY

The Nassau Pops Symphony Orchestra was founded in 1984 by Managing Director Dawn Manuel and Music Director Louis Panacciulli. Their idea was to develop a Long Island orchestra devoted to the performance of light classical and popular music. The orchestra has proudly filled that void, and since then has also established a reputation for community service.

The Nassau Pops performs a full summer concert series in many of the parks in Nassau County. A typical evening might include famous classical overtures, light classical favorites, medleys from the great Broadway shows such as *My Fair Lady, Phantom of the Opera, Les Miserables*, or *Oklahoma*, music from the movies and television, and marches by John Philip Sousa. Instrumental soloists are often featured and vocalists Jack and Ann Cassin are always on hand to entertain audience members.

The orchestra has had the privilege of working with many prestigious entertainers. Among them are composer Marvin Hamlisch, Saturday Night Live's Joe Piscopo, singer/impressionist Marilyn Michaels, The Cast of Beatlemania, and song writer Jimmy Webb. A recent PBS special had as its centerpiece, our concert performance with tenor, Michael Amante. It was broadcast in over forty cities across the country and received a New York Emmy Award nomination.

On October 30<sup>th</sup>, The Nassau Pops will be performing its Thirteenth Annual Gala Benefit for United Cerebral Palsy of Nassau County at the Tilles Center for the Performing Arts. Corporate and private contributions are used to cover our necessary concert expenses, which enables the orchestra to donate all box office receipts to the charity.

Based in the Village of Mineola, the orchestra also maintains affiliations with Nassau Community College and the Mineola Choral Society. Since 1987, they have been an integral part of many ceremonies at St. John's University, and of course, there is the traditional Christmas performance at Chaminade High School in Mineola. This concert, scheduled for Sunday, December 18<sup>th</sup> at 3pm is offered free to the public.

The musicians are deeply committed to their music and their cause, which is simply to give something back to their community. A full Summer Concert Series is always offered to audiences free of charge. This is their way of saying "Thank You!"

#### <u>BIOGRAPHY</u>

Louis Panacciulli has been the Music Director of The Nassau Pops Symphony Orchestra since 1984. He received his Bachelors Degree in Music from Pace University and has the distinction of being the first graduate to have received this degree in a unique cooperative program with New York University. Mr. Panacciulli also attended The Mannes College of Music, and in 1973 received his Master's Degree from New York University. He is currently an active member of major local and national music and educational organizations.

In 1987, Mr. Panacciulli founded The Nassau Pops Wind Ensemble, a 38 member symphonic band. Between the years of 1991 and 2001, he conducted the Valley Stream Orchestra's summer concert series and entertained appreciative audiences at their Village Green outdoor theater. Mr. Panacciulli is a Professor of Music at Nassau Community College and has been their Band Director since 1991.

In addition to his busy conducting schedule, he can often be found performing as clarinet soloist and as member of several wind ensembles, concert bands and orchestras in New York City as well as Long Island. He has often acted as Music Director for many of Long Island's fine musical theater presentations. Among the many shows to his credit are: Oliver, The Man of LaMancha, Anything Goes, The Fantastiks, The Sound of Music, Fiddler on the Roof, The Music Man, Annie Get Your Gun, and Oklahoma.

Since 1989, Mr. Panacciulli has organized benefit performances for various charities including Special Olympics, One in Nine, and most recently United Cerebral Palsy of Nassau County. These gala events, which are held at the Tilles Center, have raised many thousands of dollars for these charities. The Nassau Pops has had the privilege of working with many prestigious entertainers. Among them are composer Marvin Hamlisch, Saturday Night Live's Joe Piscopo, singer/impressionist Marilyn Michaels, The Cast of Beatlemania, singer/recording artist Linda Eder, and song writer Jimmy Webb. A recent PBS special had as its centerpiece, our concert performance with tenor, Michael Amante. It was broadcast in over forty cities across the country and received a New York Emmy Award nomination.

Based in the Village of Mineola, the orchestra also maintains affiliations with Nassau Community College and the Mineola Choral Society. Since 1987, they have been an integral part of many ceremonies at St. John's University, and each year, they present their traditional Christmas performance at Chaminade High School in Mineola. Louis Panacciulli recently retired as a teacher of instrumental music in the Valley Stream District 13 Schools. He currently resides with his family in Franklin Square.

#### **BOARD OF DIRECTORS** Of The Nassau Pops Symphony Orchestra

Dawn Simmons Manuel, President/Managing Director



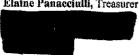
Louis Panacciulli, Vice President/Music Director



Judith Carlson, Secretary



Elaine Panacciulli, Treasurer



Monroe M. Diefendorf, Jr., Total Wealth Manager



Susan J. Levison, Personnel/Publicity Director



Michael J. Panacciulli, Director of Technology



James Carlson, Director



Elizabeth Connolly, Director



Debra Grodenchik, Director



Joann M. Zappa, Esq., Director

#### **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, Louis Panacoulle, 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 6 day of April 2016  DONNA WHITE No. 01WH6309529 Notary Public, State of New York Outsided in Surfork County Notary Public  My Commission Expires 08/11/2018
Name of submitting business: The Wasan Pors Symphony Orch., Inc.  By: LOVIS PANACCIVILI  Print name  Signature  Viel Tres. Dest  Title  4 1 6 12016  Date

### COUNTY OF NASSAU

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

1. Name of the Entity: The Nassan Pors Symphony Oschesta, Tre.
Address: 859 Willow Road
City, State and Zip Code: Franklin Square, XY 11010  2. Entity's Vendor Identification Number: 1/-2789266
2. Entity's Vendor Identification Number: 1/-2789266
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp Non Profit Corp. Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Board of Directors list attached
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

### Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None
,
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
- Cone
None
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 27 April 2016 Signed: Suis Panacculli.  Print Name: Louis PANACCIULLI
Print Name: Louis PANACCIULLI
Title: VICE PRES. / MUSIC DIR.

#### 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.

#### BOARD OF DIRECTORS Of The Nassau Pops Symphony Orchestra

Dawn Simmons Manuel, President/Managing Director Louis Panacciulli, Vice President/Music Director Judith Carlson, Secretary Elaine Panacciulli, Treasurer Monroe M. Diefendorf, Jr., Total Wealth Manager Susan J. Levison, Personnel/Publicity Director Michael J. Panacciulli, Director of Technology James Carlson, Director Elizabeth Connolly, Director Debra Grodenchik, Director

Joann M. Zappa, Esq., Director

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 THE NASSAU POPS SYMPHONY ORCHESTRA, INC.

WHEREAS, the County has negotiated a personal services agreement with The Nassau Pops Symphony Orchestra, Inc., to provide a musical performance at Eisenhower Park, 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 The Nassau Pops Symphony Orchestra, Inc.

#### **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 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 the The Nassau Pops Symphony Orchestra, Inc., a not-for-profit organization, having its principal address at 859 Willow Road, Franklin Square, NY 11010 (the "Performer" or "Contractor").

#### 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 Performer 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 May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.
- 2. <u>Program</u>. (a) The Performer is hereby retained to perform one (1) live musical performance by the Nassau Pops on Friday, July 22, 2016 from 8:00pm to 10:00pm, at the Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554 (the "Program").
- (b) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event it fails to appear as stated herein.
- (c) The County shall supply venue stage and sound.
- (d) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.
- (e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

#### 3. Payment.

- (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Three Thousand Dollars** (\$3,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:
- (i) An advance payment of fifty (50%) percent of the maximum amount (\$1,500.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.
- (ii) The final payment for the balance due (\$1,500.00) shall be payable to the Performer and shall be paid after the completion of the performance. In the event the program is not completed in accordance with this Agreement, the Performer shall be liable to the County for the immediate return of both the advance payment and bank check representing the final payment.
- (b) <u>Vouchers: Voucher Review, 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 "Comptroller").
- (c) No Duplication of Payments. 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, and (ii) authorized by this Agreement to be performed. The Performer will receive no payments respecting any services performed after the Performer received notice of termination from the County.
- (e) <u>Non-Completion</u>. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the completion of the Program, the Performer shall immediately return any and all payments that the Performer has received. The re-payment shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.
- 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 (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As

used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

i.

- 5. No Arrears or Default. The Contractor 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 cause all Performer Agents to 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 all 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. The Performer shall prominently display on the home page of the Performer's website its scheduled performance at the Holiday Spectacular.
- (b) The Performer 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 performances 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 all 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>Insurance.</u> (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

#### Insured:

Nassau Pops 859 Willow Road Franklin Square, NY 11010

#### **Description of Operations:**

The Certificate holder, Nassau County, is included as Additional Insured for a musical performance.

Date: July 22, 2016

Location: Lakeside Theatre and Eisenhower Park, East Meadow, New York 11554

#### Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

10. Assignment: Amendment: Waiver; Subcontracting. 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.

11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) 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.
- 12. 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.
- 13. <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) Notice. 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.
- 14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer uses 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.
- 15. 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.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, 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.
- 17. 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.
- 18. <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.

#### 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. In the event that the program is cancelled prior to the Performer performing as stated in this section, the Performer shall return all payments received by the Performer pursuant to Section 3, above.
- (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.
- (e) Performer acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

- (f) The Performer shall make itself available for photographs prior to the performance.
- (g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.
- (h) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.
- 20. <u>Streaming Video</u>. The Performer and/or Performer hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.
  - 21. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 22. <u>Administrative Service Charge</u>. The Contractor has no obligation 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, since the Contractor is a not-for-profit entity.
- 23. <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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

THE NASSAU POPS SYMPHONY ORCHESTRA, INC.

Name: Lovis Panacovilli
Title: Vice Parident
Date: 6 April 2016

#### **NASSAU COUNTY**

Name:	
Title: <u>Co</u>	unty Executive
(or)	_ Chief Deputy County Executive
(or)	_ Deputy County Executive

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

-	STATE OF NEW YORK)
	)ss.: COUNTY OF NASSAU )
	On the 6 day of Andrew in the year 20/6 before me personally came depose and say that he or she resides in the County of that he or she is the of Masan for a dry for 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.  DONNA WHITE No. 01WH6309529 Notary Public, State of New York Qualified in Suffalk County NOTARY PUBLIC  My Commission Expires 08/11/2018
	STATE OF NEW YORK)
	)ss.: COUNTY OF NASSAU )
	On the day of in the year 2016 before me personally came to me personally known, who, being duly sworn, did depose and said that (s)he resides in County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.
	bighou histor name dierem.
	NOTARY PUBLIC

#### Appendix L

#### Certificate of Compliance

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

1.	The chief executive officer of the Permittee is:
	LOUIS PANALCIULLI, VICE PRES. (Name)
	859 WILLOW RD. FRANKLIN SQ. NY 11010 (Address)  516-486-7713 (Telephone Number)
	516 - 486 - 7713 (Telephone Number)
2.	The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3.	In the past five years, Permittee has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:
4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has \( \bullet \) has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

	•
5.	Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
belief,	by certify that I have read the foregoing statement and, to the best of my knowledge and it is true, correct and complete. Any statement or representation made herein shall be te and true as of the date stated below.
	6 Anil 2016
Signat	Duns Tanasculli- ure of Chief Executive Officer
Name	of Chief Executive Officer
Sworn	to before me this

, 2016.

**Notary Public** 

DONNA WHITE
No 01WH6309529
Notary Public, State of New York
Qualified in Suffolk County
My Commission Expires 05/11/2016



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 E-MAIL PRODUCER FAX (A/C, No): (888) 872-8921 THE B & G GROUP INC 55 W AMES CT STE 400 PLAINVIEW, NY 11803 ADDRESS: Service.center@travelers.com INSURER(S) AFFORDING COVERAGE (888) 661-3938 INSURER A: THE CHARTER OAK FIRE INSURANCE COMPANY INSURED **INSURER B:** NASSAU POPS SYMPHONY INSURER C: ORCHESTRA, INC. INSURER D : C/O LOUIS PANACCIULLI 859 WILLOW ROAD INSURER E FRANKLIN SQUARE, NY 11010 INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER: 871701001501590** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EXP ADDL SUBR POLICY FEE POLICY NUMBER TYPE OF INSURANCE (MM/DD/YYYY) (MM/DD/YYYY) LTR 10/21/2015 10/21/2016 \$1,000,000 EACH OCCURRENCE DAMAGE TO RENTED Α X COMMERCIAL GENERAL LIABILITY \$100,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$5,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 PRO- LOC X POLICY \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: \$ COMBINED SINGLE LIMIT (Ea accident) \$ AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS ALL OWNED \$ SODILY INJURY (Per accident) NON-OWNED AUTOS HIRED AUTOS PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ UMBRELLA LIAB OCCUR CLAIMS-MADE **EXCESS LIAB** AGGREGATE \$ RETENTION \$ DED \$ ETH-PER STA<u>TUTE</u> WORKERS COMPENSATION N/A AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? Y/N \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below \$ E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) AS RESPECTS TO GENERAL LIABILITY, NASSAU COUNTY IS ADDITIONAL INSURED AS PER CG T4 91 - ADDITIONAL INSURED - DESIGNATED PERSON/ORGANIZATION FOR: MUSIC PERFORMANCE ON 07/22/2016 AT LAKESIDE THEATER, EISENHOWER PARK, EAST MEADOW 11554

COUNTY OF NASSAU
1550 FRANKLIN AVE
MINEOLA, NY 11501

COUNTY OF NASSAU
1550 FRANKLIN AVE
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY 04/15/2016 10:03 AM

ACTIVE

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

FISCAL MO/YEÁR

PKGEN1800 INDEX

: 04 2016 APR 2016

HOTEL MOTEL PK97

**ORGANIZATION** 

CHARAC / OBJECT FDTP FUND SFND

X

PROJECT PROJ DTL

: GF GEN GEN GENERAL FUND

GRANT GRANT DTL: UCODE/ORD#/DRC

	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BF	RENTS & RE			695	695
ΤX	SPECIAL TA	2,200,000	2,200,000		-2,200,000
	REV TOTAL	2,200,000	2,200,000	695	-2,199,305
·DE	CONTRACTUA	2,200,000	2,200,000	681,063	1,518,937
	EXP TOTAL	2,200,000	2,200,000	681,063	1,518,937
	REV – EXP		•	-680,368	-680,368
					,

F1-HELP F2-SELECT

F4-PRIOR F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO14 - RECORD FOUND

FAML6160 V4.2 LINK TO:

# NIFS PRODUCTION SYSTEM 04/15/2016 VENDOR SUMMARY 10:04 AM

FISCAL MO/YEAR: 04 2016 VENDOR NUMBER: 112789266 THE NASSAU POPS SYMPHONY VENDOR ALPHA:

VENDOR ALPHA	
--------------	--

					·
S	VENDOR SUMMARY ENCUMBRANCES	APR		ANNUAL BALANCE	ALL YEARS BALANCE
			.00	.00	.00
	RETAINAGES		.00	.00	.00
	ACCRUALS		.00	.00	.00
	PAYMENTS		.00		
				.00	8,500.00
	CASH RECEIPTS		.00	.00	.00
	ACCT RECVABLE		.00	.00	.00
	1099 TOTALS		•		.00
	B/U WITHHOLDING		•		
	B/U WITH PAID				
	TX LIEN W/HELD		.00	.00	.00
	TAX LIENS PAID		.00	.00	.00
	ST BCKUP W/HOLD		.00	.00	.00
	ST BU W/H PAID		.00	.00	.00
F1-	-HELP F2-SELECT		F4-PRIO	R F5-NEXT	
		F9-LINK			

GO14 - RECORD FOUND