Contract ID#: COPY 16000032



E-134-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

New 🛛 Renewal

SERVICE: Lakeside Theatre Concert

NIFS ID #: COPK 16000032 NIFS Entry Date: 4/26/16 Term: April 1-Dec 31, 2016

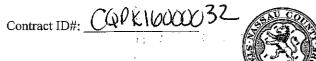
1) Mandated Program:

Amen	endment (2) Comptroller Approval Form At				Attached: Yes 🔀			No L	
Time l	ne Extension 3) CSEA Agmt. § 32 Compliance					Attach	ed:	Yes 🗌	No 🖾
Addl.	Add!. Funds 4) Vendor Ownership & Mgmt. D					isclosu	re Attached:	Yes 🖂	No 🗌
Blank RES#	et Resolution 🔲 #	5)	Insurance Requi	ired				Yes 🖂	No 🗌
A	gency Informat	ion							
		Vendo	Control of the Contro		A CONTRACTOR OF THE CONTRACTOR		County	Depart	ment
Name:	Passaggio Entertainment	rancontrate comment property of the contrate o	Vendor ID# 27-	2768888		·	Department Cor Eileen Krieb		
Northri	s 17130 Devonshire St., S dge, CA 91325	Ste 202	Contact Barry Borses				Address Administration Bldg., Eisenhower Park East Meadow, NY 11554		
REG: EMAIL	.: barry.borses@gmail.co	om	Phone: 818-368	3-1200					,
							Phone (516) 57	72-0378 /	
Br	outing Slip ian Nugent. Ch. Dep.						Date_	4(0)][[27]]	
Br Fr Eil	ian Nugent. Ch. Dep. ank Camerlengo, Dep	outy Com	ueb		DATE 1		Date Date	9(0]]] 1/27// 1/27/(
Br Fr	ian Nugent. Ch. Dep. ank Camerlengo, Dep	outy Com	missioner	Ap	DATE pyvid& 3v3d.		Date		Approval
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Br Fr: Eil DATE Rec'd W	ian Nugent. Ch. Dep. ank Camerlengo, Dep leen Krieb, CSR DEPARTMENT Department OMB County Attorney	Int NIFS En NIFS Ap Contrac NIFS Ap (Contrac CA RE Verifica CA App	ternal Verification atry (Dept) opvil (Dept. Head) ator Registered oproval otor Registered) & Insurance tion	4	100 des 100 de		Date Date	Yes Not blan	Cenuired No required if ket resolution
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TOTAL

\$46,000.00

August 4, 2015



Description: Davi Sings Sinatra concert at Lakeside Theatre, Eisenhower Park

Contract Summary

		eatre, Eisenhower F	Park, from 8:00	to 10:00 p.m. with opening act of Mar	y Eisenhower and
15 piece band on Saturday, July	16, 2016				
	a ³			•	
Method of Procurement: This	service is specialized, uniq	ue and involves skil	lls that cannot b	be evaluated through a competitive bid	process, therefore
this vendor is a Sole Source pro-				Ç .	
	i., .		-		
		-			
	ceside Theatre has been pro	viding quality prog	ramming to the	general Nassau County public each su	mmer since the
late 1960s.	11 6				
					-
Description of General Provision	ons: Musical performanc	e of 2 hour duratio	n on July 16, 2	016 at Lakeside Theatre. Total cost	: \$46,000.00
	'i () .			N.	
	,		4		
	·		7. N		
		-			
Impact on Funding / Price Ana	alysis: None-Hotel/Motel	Tax Grant Progra	ım \$46,000.00)	411
	CONTRA	ct Proce	ssing Le	E \$160 copy a	cu vove 4.
	•		•		
Change in Canturact from Dulas	. Ducassuamente n/a				
Change in Contract from Prior	r rrocurement: 11/a		5 (e de la Seconda de la Companya de la	
71			4 6 - 1		
Recommendation: (approve as	submitted)			And the state of t	
Advisement Info	rmation				
BUDGET CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT_CODE AL	AMOUNT
Fund: GRT F	Revenue Contract	XXXXXXX	1	1/Cart 9705 de 500 x	\$46,000.00
Control: PK	County	\$	2	1	\$
Resp: 00 19100 F	Federal	\$	3		\$
	State	\$	4		\$
Transaction: 103	Capital	\$	5	-	\$
PKG1 x	Other GRANT	\$46,000.00	6		\$

and the contract of the contra	NIFS Certification	Marine Marine Marine	. Comptroller Certification		Codnty	Wxecutive Approval
	I certify that this document was accepted into NIFS.	, t	certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name		10
Name			Name	Date	1	
		,			_3/6	6/16
Date		1	Date .		(Fo	or Office Use Only)
		٠٠.		E#:		

TOTAL

Document Prepared By:

\$46,000.00

L. Rosenthal

RENEWAL

% Increase

% Decrease



Nassau County Interim Finance Authority

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

Vendor:	Passaggio Entertainme	ent, LLC			
6 7		# 40,000,00			
Dollär amount requir	ing NIFA approval: \$	\$46,000.00	· •		
Amount to be encum	bered: \$ \$46,000.00		_		
This is a	New Contract Adv	isement Aı	mendment		
	should be full amount of co				
advisement – NIFA only:	needs to review if it is incre	easing funds above	the amount pr	eviously appro	ved by NIFA
amendment - \$ amount s	hould be full amount of an	nendment only			
Contract Term: $\underline{4}$./1/16-12/31/16 this contract commenced?	_			
Has work or services on	this contract commenced?	Yes		No	*. ·
If yes, please explain:					
Funding Source:					
General Fund (GE	7 0	Grant Fund (G	RT)		
Capital Improveme			Federal %		
Other			State % County %		
			•		
the cash available for the	full amount of the contrac	:t?	Yes	No	
If not, will it require a	future borrowing?		Yes	No	
as the County Legislature	approved the borrowing?		Yes	No	N/A
as NIFA approved the bo	rrowing for this contract?		Yes	No	N/A
Provide a brief descr	iption (4 to 5 sentences	s) of the item for	which this a	pproval is re	quested:
Provide the services	of Robert Davi, a 15 piec	e band and open	ing act Mary E	isenhower for	a live musical
performance at Lakes	side Theatre, Eisenhower	r Park on Salurua	iy, Juy 10, 201	io itom oloopi	71-10,000,011
	- 11			L. ommovo	l by the
	ted herein followed all	proper proceau	res and ther	eny approved	i by the:
Nassau County Attorne	y as to form ttee and/or Legislature	Yes	_ No	N/A N/A	-
Date of approval(s)	and citation to the reso	olution where ap	proval for th	is item was j	orovided:
16 16					
No.					•
	· · · · · · · · · · · · · · · · · · ·				
Identify all contracts	(with dollar amounts)	with this or an	affiliated par	ty within the	prior 12 month
[j
CQPK15000075	- \$49,500.00]

AUTHORIZATION

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

Resent	un Deller	5/8//	6
Signature	Title	Date	, Cana
· · · · · · · · · · · · · · · · · · ·			
Print Name			
	COMPTROLI	LER'S OFFICE	
	my knowledge, I hereby certify that th vith the Nassau County Approved Bud ancial Plan.		
Regarding fun	ding, please check the correct respons	se:	
I certify	that the funds are available to be end	umbered pending NIFA approval of	this contract.
	tal project: that the bonding for this contract has bee s available and funds have been encumbe	'	ing authorization
Signature	Title	Date	
Print Name			
	N	IFA.	
Amount being	approved by NIFA:	<u> </u>	
Signature	Title	Date	
20 50 201	granden and and		
Print Name			
NOTE AT	The state of the s		11.

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: Passaggio Entertainment, LLC
CONTRACTOR ADDRESS: <u>17130 Devonshire St., Suite 202, Northridge, CA</u> <u>91325</u>
FEDERAL TAX ID #: _27-2768888
Instructions: Please check the appropriate box ("\sum") 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 [date]. [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via
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
[describe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. 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.

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

IX.

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

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

4

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

Department Head Signature

Date

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

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.
Dated: 4/14/16 Vendor: PASSAGIO CINTENT AIMENT Signed: Polim Dani Print Name: Robert Dani Title: President (Ced)
Print Name: OBETT VAV.
Title: President / Ceo

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 Robert Davi
	Date of birth/
	Home address
	City/state/zip
	Business address Same
	City/otata/zin
	Telephone
	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>5 125 12010</u> Treasurer/
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/Partner/
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES X If Yes, provide details. Shares
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO TYES ; If Yes, provide details. Son Lion Films IN C. Sole owner of Acring Sibe of Profession

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES If Yes, provide details.
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency? NO YES If Yes, provide details for each such instance.
b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance.
 c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance.
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
a) Is there any felony charge pending against you? NO X YES If Yes, provide details for each such charge.
b) Is there any misdemeanor charge pending against you? NO YES If Yes, provide details for each such charge.
c) Is there any administrative charge pending against you? NO 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 5 charges? N	years, have yo	ou been found If Yes, pr	in violation of ovide details f	any administrativ or each such occ	e or statutory urrence.	
9.	In addinave y federa such in entity	ition to the in you been the if, state or loc nvestigation v	formation provides of a crimal prosecuting of a crimal prosecuting of the crimal crima	ded in respons ninal investiga or investigative ctivities perfor listed in respo	tion and/or a capacity and/or a capacity and/or and	ous questions, in civil anti-trust inve or the subject of the	THE DASED YEARS,	nere ss
10	respoi	nse to Questi igation and/o	on 5, been the	subject of a cr of investigation regulatory age	iminal investig on by any gov ncies while vo	ernment agency, ou were a principa	organization listed /il anti-trust including but not al owner or officer?	
11		past 5 years tion 5 had an ct to any prof	hava var or th	io hucinose o	r any other aff	iliated business l	isted in response to coeedings with details for each su	o uch
12	federa	al state or loc	years, have you cal taxes or othe _ YES If	er assessed cl	narges, includ	ing but not limited	d to pay any applic d to water and sew	able er

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, 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. NIRMA MENDOZA Commission No. 2023491 NOTARY PUBLIC - CALIFORNIA S SAN BERNARDINO COUNTY Commission Expires May 6, 2017
NIRMA MENDO Commission No. 2013491 Notary Public Notary Public NOTARY PUBLIC Commission Expires May 6, 2017
Name of submitting business: Passaggio Enterntainment, LLC
By: Robert Davi LiPrint name
Signature ೧⊑۸
Title 4 ,/4 ,20/6 Date

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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.

	interior in the first of the fi
	All questions require a response, even if response is "none" or "not-applicable." No
blanks	
	DDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: _	4/14/16
1) Pro	poser's Legal Name: <u>VASSAGGIO ENTERTAINMENT LLC</u>
2) Add	dress of Place of Business: 17130 Devonshine 57 Soite 202 Northridge CA 91325
List all 3 4	other business addresses used within last five years: 31 LOMITA Blud TORNANCE CA 90505
	iling Address (if different):
Phone	: 818-368-1200
Does t	he business own or rent its facilities? W/A
	n and Bradstreet number: <i>N</i>
5) Fe	deral I.D. Number: 27-2768888
6) Th Ot	e proposer is a (check one): Sole Proprietorship Partnership Corporation her (Describe)
7) Do Ye	nes this business share office space, staff, or equipment expenses with any other business? If Yes, please provide details: Bookkeppy * Bus MARAGES PASSAGGIO'S AGGALES
8) Do	nes this business control one or more other businesses? Yes No X If Yes, please provide tails:

Does this I business?	
Has the property of the had agency, (in regarding	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County ler government entity terminated? Yes No If Yes, state the name of bonding f a bond), date, amount of bond and reason for such cancellation or forfeiture: or details the termination (if a contract).
state date	proposer, during the past seven years, been declared bankrupt? Yes No V lf Yes, e, court jurisdiction, amount of liabilities and amount of assets
business, federal, s owner an civil anti-t	st five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any tate or local prosecuting or investigative agency? And/or, in the past 5 years, have any d/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
business federal, s	st 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer
business federal, s of an affil but not lir individua	st 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer 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 it's position at or relationship to an affiliated business. Yes No If Yes, provide or each such investigation
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Α.	extensi experie	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 nces, must be identified.
	Should	the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation;
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
	iii)	Name, address and position of all officers and directors of the company;
	iv)	State of incorporation (if applicable);
	v)	The number of employees in the firm;
	vi)	Annual revenue of firm;
	vii)	Summary of relevant accomplishments
	viii)	Copies of all state and local licenses and permits.
В.	Indicat	e number of years in business. 6
C.	Provid capaci	e any other information which would be appropriate and helpful in determining the Proposer's ty and reliability to perform these services.
D.	Provid provid work.	e names and addresses for no fewer than three references for whom the Proposer has ed similar services or who are qualified to evaluate the Proposer's capability to perform this
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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. POBERT DAVI I. 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 14 day of April 2016
Notary Public
Name of submitting business: Passaggio Entertainment, LLC By: Robert Davi Print name Signature CEO Title
<u>4,14,2016</u> Date

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: PASSAGGIO ENTENTHUMENT 20	<u>'</u>
Address: 17130 Devonshine of Suite 202	<u> </u>
Address: 17130 Devonshine of Suite 202 City, State and Zip Code: Northridge CA 91325	
2. Entity's Vendor Identification Number:	***************************************
3. Type of Business: Public CorpPartnershipJoint Venture	
X Ltd. Liability CoClosely Held CorpOther (speci	ify)
4. List names and addresses of all principals; that is, all individuals serving on the Directors or comparable body, all partners and limited partners, all corporate offic of Joint Ventures, and all members and officers of limited liability companies (at sheets if necessary):	cers, all parties
See Attacher	
5. List names and addresses of all shareholders, members, or partners of the firm shareholder is not an individual, list the individual shareholders/partners/member held Corporation, include a copy of the 10K in lieu of completing this section.	
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l _e above subsidia be updat	Il affiliated and related companies and their relationship to the firm entered on line (if none, enter "None"). Attach a separate disclosure form for each affiliated or ry company that may take part in the performance of this contract. Such disclosure shall ted to include affiliated or subsidiary companies not previously disclosed that participate enformance of the contract. None
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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.

PASSAGGIO BOARD MEMBERS TAX INFORMATION

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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 PASSAGGIO ENTERTAINMENT, LLC

WHEREAS, the County has negotiated a personal services agreement with Passaggio Entertainment, LLC, 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 Passaggio Entertainment, LLC

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 Passaggio Entertainment, LLC, 17130 Devonshire St., Suite 202, Northridge, CA 91325 (the "Promoter" 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 Promoter 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 April 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 Promoter is hereby retained by the County to retain the services of the following: Robert Davi and a suitable fifteen (15) piece band; with Mary Eisenhower (the "Performers"), for one (1) live musical performance, at Lakeside Theatre, Eisenhower Park; to be held on July 16, 2016, for a two (2) hour performance (including one (1) fifteen (15) minute intermission) (the "Program"), including set-up. The performance shall run from 8:00 pm 10:00 pm. The Performers 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 Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.
- (b) The County shall supply backline, venue staging, sound, and lighting.
- (c) At least ten (10) days prior to the Program, the Promoter 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 **Forty-Six Thousand Dollars** (\$46,000.00) (all in). The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted after the performance to the County. This amount is inclusive of any and all expenses including the supporting band, travel and rehearsal and shall be payable as follows:
 - (i) The first payment shall be an advance payment of 50% of the maximum amount (\$23,000.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.
 - (ii) The balance payment of \$23,000.00 shall be payable to the Promoter and shall be paid after the completion of the Program. In the event the Program is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment, subject to subsection (iv) below, and second check immediately.
 - (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) payment of said Performers; and (c) any other matters required to complete its obligations under this Agreement.
 - (iv) Reconciliation If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.
- (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 (<u>i</u>) the Promoter submitting <u>Vouchers</u> in a form satisfactory to the County that: (<u>a</u>) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (<u>b</u>) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (<u>c</u>) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (<u>ii</u>) 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) <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 Promoter following the termination of this Agreement shall not exceed payments made as

consideration for services that were (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Promoter received notice that the County did not desire to receive such services.

- 4. <u>Independent Contractor</u>. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "<u>Promoter 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 Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, 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. <u>Compliance with Law.</u> (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, 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 Appendix EE attached hereto and with 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (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 Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

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- 7. Minimum Service Standards. Regardless of whether required by Law:
- (a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter 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 Promoter 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 Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter 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

Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

- (c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter 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 maintains 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) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. 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.

- 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 (<u>i</u>) for any reason by the County upon fifteen (15) 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: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter 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

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administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- 12. Accounting Procedures; Records. The Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter shall allege that the above-described actions and inactions preceded the Promoter'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 Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter 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 <u>forum non conveniens</u>. 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 Promoter 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 Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <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 County by the Contractor upon signing this Agreement.

20. <u>Streaming Video</u>. The Performer and/or Promoter 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. Miscellaneous.

- (a) The Promoter 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 Promoter or the Performers, the Promoter shall be paid in full, provided the Performers were 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 above conditions being met by the Performers, the Performers will perform at a scheduled "rain date" that is mutually agreeable to the County and the Performers.
- (b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or 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 Promoter's and/or 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 Promoter represents and warrants that it is the authorized agent for the Performers and has the authority to enter into this Agreement on the behalf of the Performers and agrees that as the authorized agent, by executing this Agreement, the Performers shall be bound by the terms and conditions contained herein. The Promoter 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 Gounty, for the acts or omissions of the Promoter and/or the Performer.

- (e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.
- (f) The Performer, Robert Davi, shall make himself available for photographs prior to the performance.
- (g) The "star" dressing room shall be assigned to Robert Davi. The remaining dressing room shall be assigned to the supporting band.
- (h) 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.
- (i) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.
- 22. <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.
- 23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

PASSAGIO ENTERTAINMENT, LLC
By: Rhud Dm.
Name: Robert Davi
Title: (F().
Date: 4//4/20/1
NASSAU COUNTY
By:
Name:
Title: County Executive
□ Deputy County Executive
Date:

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

STATE OF NEW	YORK) CALI	FORNIA		
COUNTY OF NA	YORK) CALI) ss: (SSAU) LOS A	NGELES		·
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NOTARY	PUBLIC		NO.	NIRMA MENDOZA Commission No. 2023491 DTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY ormission Expires May 6, 2017
STATE OF NEW)ss.:			
said that (s)he res or Chief Do County of Nassau	sides ineputy County Exec 1, the municipal co	in the yepersonally known, vector County; that outive or Depute or Deputer poration described ned his/her name the	who, being duly sw t (s)he is the Count nty County Executi I herein and which	ve of the
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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:							
	Robert Davi	(Name)						
		(Address)						
	(Telepho	one Number)						
2.	The Permittee agrees to either (1) comply with the requirements of the 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 ever contractor does not comply with the requirements of the Law or obtain of the requirements of the Law, and such contractor establishes to the of the Department that at the time of execution of this agreement, it has reasonable certainty that it would receive such waiver based on the Law Rules pertaining to waivers, the County will agree to terminate the county without imposing costs or seeking damages against the Contractor	nt that the in a waiver e satisfaction ad a aw and						
3.	In the past five years, Permittee has has not been found a government agency to have violated federal, state, or local laws reg payment of wages or benefits, labor relations, or occupational safety a violation has been assessed against the Permittee, describe below:	gulating						
4.	In the past five years, an administrative proceeding, investigation, or body-initiated judicial action has has not been commen or relating to the Permittee in connection with federal, state, or local regulating payment of wages or benefits, labor relations, or occupation	iced against laws						

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\$ - - 5	Permittee agrees to permit access to work sites and relevant payroll records by
Thereband be	authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. by certify that I have read the foregoing statement and, to the best of my knowledge lief, it is true, correct and complete. Any statement or representation made herein e accurate and true as of the date stated below.
Dated	1/14/2.12 Phu Dai
Signati	re of Chief Executive Officer
Rok Name	of Chief Executive Officer
Sworn	to before me this
14 VM Notary	day of April, 2016. NIRMA MENDOZA Commission No. 2023491 NOTARY PUBLIC CALIFORNIA SAN BERNARDINO COUNTY Commission Expires May 6, 2017 Public
	and the state of the

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 Operator (as defined below) 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 below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Operator 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 Operator 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 Operator 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 Operator's obligations herein.
- (c) The Operator 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 Operator shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).
- (e) The Operator shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").
- (f) The Operator shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Operator.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (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 "Operator" 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 an Operator 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.

EDWARD P.

14.



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

April 25, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:

Passaggio Entertainment, LLC

Re: July 16, 2016: Robert Davi Sings Sinatra

The above contractor will provide the professional musical performance of Robert Davi, with an opening act starring Mary Eisenhower and a 15 piece orchestra for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park.

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

Robert Davi presents a unique performance in that he intertwines personal stories of "old Hollywood" and newer cinematic endeavors with vocal performances from America's Songbook. His opening act, Mary Eisenhower, will add nostalgia to the evening in that our park was named for her grandfather, Dwight D. Eisenhower. Davi's movie and musical theatre credits are extensive. Accompanied by a professional orchestra, his performance will provide an outstanding showcase, spectacular in its scope and unsurpassed in the industry. This service is specialized and involves skills that cannot be evaluated through a competitive bid process.

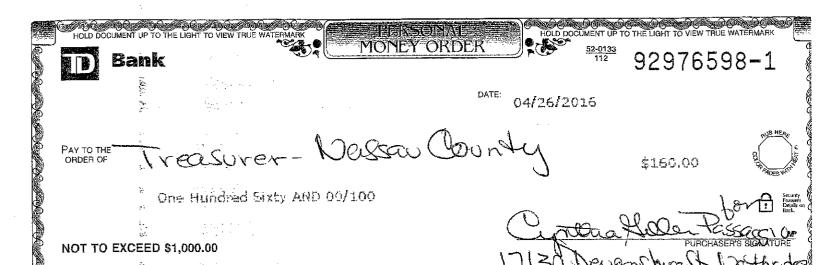
These services cannot be provided by any staff currently employed by the County.

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

Brian Nugent

Chief Deputy Commissioner

BN:cag



№ 929765984# #044204335# 6265005099#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2016

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(les) 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).

certificate holder in lieu of such endo	sem	ent(s)						
PRODUCER				CONTACT NAME:				
HCC Specialty			PHONE	FAX (A/C, No):				
401 Edgewater Place, Suite 400				(A/C, No, Ext):				
Wakefield, MA 01880				PRODUCER CUSTOMER ID #:				
Vakelield, WA, U 1000				[NSURER(S) AFFOR	RDING COVERAGE	NAIC#	
INSURED				INSURERA: New Hampshire Insurance Company			23841	
Passaggio Entertainment, LLC				INSURERB: United States Fire Insurance Company			21113	
17130 Devonshire Street			INSURER C;					
Suite 202				INSURER D :				
Northridge, CA 91325				INSURERE:				
				INSURER F:				
COVERAGES CER	TIFI	CATE	NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF PERIOD INDICATED. NOTWITHSTANDING, WHICH THIS CERTIFICATE MAY BE ISSUED TO ALL THE TERMS, EXCLUSIONS AND CO	FINS ANY F OR N NDITI	URAN REQUIP MAY PI ONS C	CE LISTED BELOW HAVE BI REMENT, TERM OR CONDIT ERTAIN, THE INSURANCE A OF SUCH POLICIES. LIMITS (EEN ISSUED TO THE ION OF ANY CONTE FFORDED BY THE F SHOWN MAY HAVE	E INSURED NAM RACT OR OTHER POLICIES DESCR BEEN REDUCED	ED ABOVE FOR THE POLICY DOCUMENT WITH RESPECT TO IBED HEREIN IS SUBJECT BY PAID CLAIMS.		
NSR LTR TYPE OF INSURANCE	ADDI	SUBR WVD	POLICYNUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
GENERAL LIABILITY	T					EACH OCCURRENCE \$	1,000,000	
A X COMMERCIAL GENERAL LIABILITY	X			04/20/2016	07/19/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	300,000	
CLAIMS-MADE X OCCUR	ŀ					MED EXP (Any one person) \$	5,000	
X Host Liquor	ļ			•		PERSONAL & ADVINJURY \$	1,000,000	
B X Medical Expense	ļ		The second second	04/20/2016	07/19/2016	GENERAL AGGREGATE \$	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$	1,000,000	
X POLICY PRO- JECT LOC		<u> </u>				S		
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$		
ANY AUTO						BODILY INJURY (Per person) \$		
ALL OWNED AUTOS	ì					BODILY INJURY (Per accident) \$		
SCHEDULED AUTOS						PROPERTY DAMAGE		
HIRED AUTOS						(Per accident) \$		
NON-OWNED AUTOS		1				Ş		
	ļ					\$		
UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE	1					AGGREGATE \$		
DEDUCTIBLE						ş		
RETENTION \$	<u> </u>	ļ. <u>.</u>				\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						TORY LIMITS - ER		
ANY PROPRIETOR/PARTNER/EXEGUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT \$		
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$		
if yes, describe under DESCRIPTION OF OPERATIONS below	ļ	ļ				E.L. DISEASE - POLICY LIMIT \$		
	Ì							
	.l					<u> </u>		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC The Certificate Holder is added as Additional Insured with re This insurence is primary and non-contributory as required in This coverage is with respect to Davi Sings Sinatra event to	spects y writte	to our le en contra	nsured's operations only. act.		e is required)			
CERTIFICATE HOLDER				CANCELLATIO	ıM			
								
County of Nassau				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED				
1550 Franklin Avenue				IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Mineola, NY 11501								
			AUTHORIZED REPRESENTATIVE					
			2 - 0 '					

FAML6161 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR DETAIL

05/05/2016 2:55 PM

ACTIVE

VENDOR

FISCAL MO/YEAR: 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

: 272768888 PASSAGGIO ENTERTAINMENT, LLC

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK CHECK NO PERIOD

AMOUNT

10/26/2015 103 CQPK15000075 01 PKGRT97000TH DE500

10 2015

DAVI SINGS SINATRA LAKESIDE AUG 8 2015

49,500.00

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

NIFS PRODUCTION SYSTEM FAML6220 V4.2 05/05/2016 LINK TO: ACTIVE GRANT SUMMARY INQUIRY 2:39 PM BALANCE (Y,M,Q,A): A FUNDING PERIOD: CURRENCY CODE: FISCAL MO/YEAR: 05 2016 MAY 2016 GRANT END DATE: 12/31/2016 A GRANT DETAIL: X5 HOTEL MOTEL TAX PROCEEDS 2015 CHARACTER: CHAR X OBJECT FUND TYPE Ht. and Link FUND SUBFUND

S OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
	REVENUE TOTAL	984,863	1,124,020		139, 157
AB	FRINGE BENEFITS	•	250	•	-250
DΕ	CONTRACTUAL SERVIC	984,863			984,863
	EXPENDITURE TOTAL	984,863	250		984,613
	REVENUE LESS EXPEN	,	1,123,770		1,123,770

F4-PRIOR F5-NEXT

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

A Daniel Company

GO14 - RECORD FOUND

FAML6161 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR DETAIL

05/05/2016 2:55 PM

ACTIVE

VENDOR

FISCAL MO/YEAR: 11 2015 NOV

2015

BALANCE TYPE : 01 ENCUMBRANC PASSAGGIO ENTERTAINMENT, LLC

: 272768888

POST DATE T/C DOCUMENT

INDEX

SUBOBJ BANK

CHECK NO PERIOD **AMOUNT**

DESCRIPTION DUE DATE

11/19/2015 136P VDPK15000329 01 PKGRT97000TH DE500

11 2015

11/18/2015 *5001*

Ġ.

-49,500.00

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