45-16

## HOTEL/MOTEL TAX GRANT FUND

## **Contract Details**

**SERVICE:** Miming and mechanical man entertainment at OBVR

NIFS ID #: COOKIVO	XXX SANIFS Entry Date: 69116 Ter	m: <u>3/1/16-12/31/16</u>	
New ⊠ Renewal □			
Amendment :	2) Comptroller Approval Form Attac	Yes         No           □         Yes           No         □	
Time Extension	3) CSEA Agmt. § 32 Compliance A		
Addl, Funds	4) Vendor Ownership & Mgmt. Disc	closure Attached: Yes 🛛 No 🗌	
Blanket Resolution 🔲 RES#	5) Insurance Required	Yes □ No ⊠	
Agency Information	on		
	endor	County Department	
Name: Christopher Eyers Yerli	man and the state of the state	Department Contact Eileen Krieb	
Address G1002	Contact Person Christopher Yerlig	Address Administration Bldg., Eisenhower Park East Meadow, NY 11554	
REG: Email: chrisyer@hailmail.net	Phone The section 1	Phone (516) 572-0378  Fax 516-572-0227	
Routing Slip Brian Nugent, Chief Depu Frank Camerlengo, Depu		Date 6/9/16  Date 6/9/16  Date 6/9/16	
DATE Repartment DEPARTMENT	Internal Verification Apple 4	SIGNATURE Leg. Approva	
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	E-A Property of the second of	
(loll6 OMB	NIFS Approval (Contractor Registered)	Yes No Not required if blanket resoluti	
County Attorney	CA_RE & Insurance Verification	2	
County Attorney	CA Approval as to form	1 Yes No. 3	
Legislative Affairs	Fw'd Original Contract to		
County Attorney	NIFS Approval		

Comptroller

NIFS Approval

County Executive

Notarization Filed with Clerk of the

Contract	Summary

Contract Summary
Description: Miming and mechanical man entertainment at Old Bethpage Village Restoration
Purpose: to provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage
Village Restoration for the 2016 season
Method of Procurement: This service is specialized and unique as a Civil War Era Brass Band and involves skills that cannot be evaluated through a competitive process. Performers in general cannot be evaluated through a competitive bidding process.
Procurement History: These services cannot be provided by any staff currently employed by the County to perform at Old Bethpage Village Restoration
Description of General Provisions: Chris Yerlig will provide professional performances of miming and mechanical man entertainment to benefit
Nassau County residents at Old Bethpage Village Restoration for the 2016 season
Impact on Funding / Price Analysis: None-Hotel/Motel Tax Grant Program \$7,000.00
Professional Services CONTRACT PROCESS WS FEE #160- attach
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted):

# Advisement Information

Fund:	OKI	l.
Control:		h
Resp:		
Object: Al	XX)	
Transaction:	ė ės	
PK97 Y	(5.	
RENEW	AL "	
% Increase	1	
% Decrease	ģ:	

BUDGET CODES

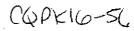
FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ .
Other GRANT	\$7,000.00
TOTAL	\$7,000.00

1-4

LINE	INDEX/OBJECT CODE D	GAMOUNT
1	1 5 15 18	\$7.000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$7,000.00

Document Prepared By: L. Rosenthal

	NIFS	ertification		Comptroller Certification	Count Executive Aparoval
	*r	nent was accepted into		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name COO
Name	jan de la companya de	\$40 ger -	- - - - -	Name	Date 6/14/16
Date	16	-		Date	(For Office Use Only)  E #:





# Nassau County Interim Finance Authority

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

. Vendor:	Christopher Ey	ers Yerling				
. Dollar amount	requiring NIFA appro	val: \$ 7,000	0.00	<del></del>		
Amount to be e	encumbered: \$ 7,000	0.00				
This is a	New Contract _	Advisement	Amend	lment		
advisement – NIF	mount should be full amo A only needs to review if nount should be full amou	it is increasing fur	nds above the t only	amount previ	ously approve	ed by NIFA
Contract Term	3/1/16-12/13/16					
Has work or serv	rices on this contract com	menced?	Yes	N	0	
Funding Sourc	e:					
General Fur Capital Imp	irovement Fund (CAP)	_✓ Gran	S	Federal % State % County %		
ha dach availabla	for the full amount of the	aontraat2	7	700	No	
	quire a future borrowing?	Contracti	<i>Y</i>	Zes	No No	
s the County Legi	islature approved the born	rowing?		čes	No	N/A
s NIFA approved	the borrowing for this co	ntract?	. 3	Tes	No	N/A
Provide a brief	description (4 to 5 ser	ntences) of the				
To provide p	rofessional performa au County residents equested herein follow	nces of mimin at Old Bethpa	ig and mecl ige Village I	Restoration	for the 20	16 season
	ittorney as to form					y me.
	Committee and/or Legisla	ture Yes	No	$= \frac{N_f}{N_f}$	'A	
Date of approv	val(s) and citation to t	he resolution w	here approv	val for this i	tem was pro	ovided:
						- 12 A
Identify all con	tracts (with dollar am	ounts) with thi	is or an affil	iated party v	vithin the p	rior 12 month
None						
			*			

#### AUTHORIZATION

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

losean	in Ball	<u></u>		0/2/16
Signature	Title		Date	-/
	. *			
Print Name	1 .		<b>.</b>	
	COMPT	ROLLER'S OFFI	CE	
To the best of my knowle conformance with the Na Multi-Year Financial Plar	ssau County Approve	that the informatio ed Budget and not i	n listed is true and in conflict with the	accurate and is in Nassau County
Regarding funding, pleas	e check the correct re ands are available to l		nding NIFA approv	al of this contract.
	ding for this contract h	== ;		bonding authorization
Signature	Title		Date	
fr.				
Print Name				
		NIFA		***************************************
Amount being approved b	y NIFA:			
	•			
Signature	Title		Date	
Print Name		to the second of	3 p	

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.

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 CHRISTOPHER EYERS YERLIG

WHEREAS, the County has negotiated a personal services agreement with Christopher Eyers Yerlig, to provide mime entertainment, including mechanical man and roving mime performances at Old Bethpage Village Restoration, 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 Christopher Eyers Yerlig.

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: Christopher Eyers Yerlig
CONTRACTOR ADDRESS: 1
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\subseteq") after one of the following
roman numerals, and provide all the requested information.
Toman namorally and provide an the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement
for sealed bids. The contract was awarded after a request for sealed bids was published
in [newspaper] on
[date]. The sealed bids were publicly opened on [date] [#] of
sealed bids were received and opened.
II.   The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on
[date]. Potential proposers were made aware of the availability of the RFP by
advertisement in [newspaper], posting on industry websites, via
email to interested parties and by publication on the County procurement website. Proposals were due
on [date] [state #] proposals were received and evaluated. The
evaluation committee consisted of: 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
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF
(copies of the relevant pages are attached). The original contract was entered int
[describ
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluatio
of the contractor's performance for any contract to be renewed or extended. If the contractor has no
received a satisfactory evaluation, the department must explain why the contractor should nevertheless b
permitted to continue to contract with the county.
IV. Dersuant 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
propósers.
ranger de la composition della
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-o, the department is purchasing the service
required through an inter-municipal agreement.
2

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. 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 youthers.

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.

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

in lieu of a separate memorandum.



BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

March 8, 2016

Service: Personal Services Contract for Christopher Yerlig

The above mentioned performer will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season.

This service is specialized and unique as a Civil War Era Brass Band and involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process.

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

Brian Nygent

1:1 c

Chief Deputy Commissioner



### COUNTY OF NASSAU

### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions

pursuant to the New				
ending on the date o				
years prior to the dat				sure, to the campaign
				d offices: the County
Executive, the Coun		<del>-</del>	· ·	
If yes, to what camp	aign committee?			
N. A.				•
None	e de la companya del companya de la companya del companya de la co			
	• .			
		-		
2. VERIFICATION	: This section must	be signed by a pri	ncipal of the consu	ultant, contractor or
Vendor authorized a				
The undersigned aff statements and they				he foregoing
state ments and they	are, to marrier know.	ieage, a ae ana ae	Janua.	
				ampaign committees
identified above wer			eat or any promise	of a governmental
benefit or in exchange	ge for any benefit or	remuneration.		
8		<b>~</b> :	s f	
	1 1 7 1	Vendor: Chr	istopher	Eyers- Yerlis
Dated: April 19	8,2016	Signed: C	C	R
(3-2).		Print Name:(	hristopher	Yerlig
. S. (*) • (*)			ner/Opera	
Maria de la Carta de Carta de Carta de Carta de Ca				

#### 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 Christopher Eyers Yerlig	
	Date of birth	
	Home address	
	City/state/zip	
	Business address	-
	City/state/zip	_
	Telephone	_
	Other present address(es) Po Box 3563	<del></del>
	City/state/zip Amherst MA 01002	
	Telephone	
	List of other addresses and telephone numbers attached	
2,	Positions held in submitting business and starting date of each (check all applicable)  President//Treasurer//	
	Chairman of Board// Shareholder//	
	Chief Exec. Officer// Secretary//	
	Chief Financial Officer// Partner//	
	Vice President / / Owner - Operator Jan 1991	
	(Other)	•
3.	Do you have an equity interest in the business submitting the questionnaire?  NO <u>X</u> YES If Yes, provide details.	• .
4.	Are there any outstanding loans, guarantees or any other form of security or lease or a type of contribution made in whole or in part between you and the business submitting questionnaire? NO K YES If Yes, provide details.	iny other the
5.	Within the past 3 years, have you been a principal owner or officer of any business or organization other than the one submitting the questionnaire? NO K YES; If Yes	not-for-profit s, provide

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 <u>*</u> YES If Yes, provide details,
law Pro	<u>OTE:</u> An affirmative answer is required below whether the sanction arose automatically, by operation of v, or as a result of any action taken by a government agency.  Divide a detailed response to all questions checked "YES". If you need more space, photocopy the propriate 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 X 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 <u>X</u> 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 X 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 irelated to the conduct of business? NO <u>K</u> 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?

	charges? NO <u>×</u> YES If Yes, provide details for each such occurrence.
9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO YES If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  NO YES If Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES If Yes, provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES If Yes, provide details for each such year.

#### CERTIFICATION

Date

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. Christopher Eyers 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 3rd day of June
( Maddle of
Notary Public

C. CLAYTON MOUNT

Notary Public

Commonwealth of Massachusells

My Commission Expires Mar 27, 2020

2016

Name of submitting business: Christopher Eyer

By: Christopher Eyers Yerlig

Print name

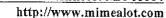
Signature

Owner - Overator

Title

06,03,2016

F2:



#### **OBJECTIVE**

Perform, teach and facilitate non-verbal theater to inspire laughter, awe, and a sense of connection, amongst people around the world.

#### SKILLS

• Theater (Mime, Robot, Magic, Clowning, Dance, Percussion, Didgeridoo, Prop and Mask making and repair); Teaching: Mime and Magic; Languages (4 fluent, ice-breakers in 15)

#### PERFORMING EXPERIENCE

I have performed over 4000 mime/clown programs in 18 countries. In the emerging world my work has often highlighted health and education programs. (NY State examples in **bold**)

- Clowns Without Borders, 2016 to present: Haiti trip coordinator, clown team performer, languages interpreter
- Report Washington Holiday Magic, Long Island NY 2014; Mime performer & artists' coordinator
- Magicians Without Borders, 2009 to present: Mime and magic shows and instruction in El Salvador, Guatemala, India
- Beach Street USA, Virginia Beach VA, 2009 to present: Featured act
- · Nassau County Long Island Fair & Halloween Show 2000 to present: Mime acts
- Faicon Ridge Folk Festival, Hillsdale NY 1999 to present: Featured act
- Project Troubador, Salisbury CT, 1995 to present: Dominican Republic, Cameroon, Benin, Morocco, Bangladesh and Haiti--HIV/AIDS education theater for communities; Shows in schools, orphanages, hospitals & disabled centers
- ... Historic Hudson Valley: Washington Irving's Sunnyside, 2008 to 2013: Mime acts
- Historic Hudson Valley: Van Cortlandt Manor, 2007-2013: Mime act
- AMEX/Cirque Du Soleil, Boston 2012: VIP preshow
- All Star Circus, Bangladesh 2012: Guest artist
- Tribute Show for mime, Partha Pratim Mujumder, Dhaka, Bangladesh 2012: Guest artist
- Jeff McBride's Wonderground, Las Vegas NV, 2011: Guest artist
- Sands Expo trade show, Las Vegas NV, 2011: Mime product demonstration for Crypton Inc
- Mundo di Mucha, Curacao (Dutch Antilles), 2009: Educational mime performances at Luna Blou Theater
- Enchanted Circle Theater, Holyoke MA, 1997 to 2008: Actor in multi-cultural educational theater productions for schools (Folktales Shows: 'Japanese-', Russian-', 'African-' & 'Page to Stage'); mime and theater instruction residencies in schools
- Huis Ten Bosch Theme Park, Kyushu, Japan, 2007: Mime shows
- International Clown Festival, Shanghai, China, 2007; Mime shows
- Revels North Christmas Revels 2005-The Fool and the Flying Ship: 'The Fool'; 2003-2005 Norwich VT Solstice Pageants
- AT&T Circo Mundial, Puerto Rico 1997: Clown; Director, Clown Doctor program for hospitals and disabled centers
- Circus America Athens GA Olympics, 1996: Clown

#### **EDUCATION/HISTORY**

- New England Performers Retreat, Hats Off Performers Guild
- Fool Time Circus School, England 1987: Circus skills
- Bristol Polytechnic/University of the West of England, 1985: French and Spanish
- Laughter Yoga; Certified Leader

#### **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 guestions require a response, even if response is "none" or "not-applicable." No (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). 1) Proposer's Legal Name: Christopher Eyers Yerlig 2) Address of Place of Business: List all other business addresses used within last five years: 20 Box 3563 Amherst MA 01004 3) Mailing Address (if different): Phone: Does the business own or rent its facilities? 4) Dun and Bradstreet number: N/A 5) Federal I.D. Number: 6) The proposer is a (check one): X Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_ Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes No X If Yes, please provide details: 8) Does this business control one or more other businesses? Yes No X If Yes, please provide

							•	
	4							
9)	Does this business	business have one	or more affiliates, If Yes, provide d	, and/or is it a s letails	ubsidiary of,	or controlled	by, any other	
	<u> </u>							
10	or any oth agency, (i	roposer ever had a er government enti f a bond), date, am the termination (if a	ty terminated?  Ye ount of bond and i	es No <u>X</u> reason for such	lf Yes, stat cancellation	e the name o or forfeiture:	of bonding	
11	Hac tho p	roposor during the		( i1 - 1		,		
11.	state date	roposer, during the , court jurisdiction,	amount of liabilitie	, been declared es and amount	of assets	res No	Y If Yes,	
	 t -			-	,			
12	business, federal, st owner and civil anti-ti such inve	t five years, has thit been the subject of ate or local prosect door officer of any arrust investigation by stigation was related to If Yes, pro	f a criminal investi uting or investigati ffiliated business t v any federal, state d to activities perf	gation and/or a ve agency? An been the subject or local proset formed at, for, c	civil anti-true d/or, in the post of a criminal cuting or inverse or on behalf o	st investigation ast 5 years, half investigation estigative ago f an affiliated	on by any nave any on and/or a ency, where I business.	
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Ş	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
	No 🔀 Yes If Yes, provide details for each such conviction
*	The second section of each bush controller.
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# 1 4	a) In the past 5 years, been found in violation of any administrative, atotutant as
	e) In the past 5 years, been found in violation of any administrative, statutory, or
	regulatory provisions? No 🗶 Yes If Yes, provide details for each such
entra en al (	occurrence.
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15) In the past	(5) years, has this business or any of its owners or officers, or any other affiliated business
had any sar	nction imposed as a result of judicial or administrative proceedings with respect to any
professiona	I license held? No X Yes; If Yes, provide details for each such instance
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16) For the pas	t (5) tax years, has this business failed to file any required tax returns or failed to pay any
	ederal, state or local taxes or other assessed charges, including but not limited to water
and sewer o	charges? No X Yes If Yes, provide details for each such year. Provide a detailed
response to	all questions checked 'YES'. If you need more space, photocopy the appropriate page
	it to the questionnaire.
* .5	
appropriate da	led response to all questions checked "YES". If you need more space, photocopy the ge and attach it to the questionnaire.
appropriate pag	go and attach it to the questionname.
17) Conflict of h	nterest:
,	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist,
	e expressly state "No conflict exists."
30"	
· (	(i) Any material financial relationships that your firm or any firm employee has that may
v .; (	create a conflict of interest or the appearance of a conflict of interest in acting on behalf of
<u> </u>	Nassau County. No conflict Oxists
**	· · · · · · · · · · · · · · · · · · ·
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	40
	(ii) Any family relationship that any ampleyed of your firm has with any County multi-
	(ii) Any family relationship that any employee of your firm has with any County public
*	servant that may create a conflict of interest or the appearance of a conflict of interest in
- 7	acting on behalf of Nassau County. No Conflict Exists
*,*	
* 1	(iii) Any other matter that your firm believes may create a conflict of interest or the
	appearance of a conflict of interest in acting on behalf of Nassau County.
· ***	
\$ 1 st 1	No Conflict exists
Ç. ** ,	arta, kasay ata-sakin sa kasa sa

	b) Please describe any procedures your firm has, or would adopt, to assure the County that
	a conflict of interest would not exist for your firm in the future. I am a solo Derformer, based in Massachusetts, and have no
	relationship with Nassau County other than performing
	TO CONTROL OF THE POST OF THE
Α.	Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
	Should the proposer be other than an individual, the Proposal MUST include:
	i) Date of formation;
	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
	iii) Name, address and position of all officers and directors of the company;
	iv) State of incorporation (if applicable);
	v) 🦬 The number of employees in the firm;
	vi) Annual revenue of firm;
	vii) Summary of relevant accomplishments
	viii) Copies of all state and local licenses and permits.
В.	Indicate number of years in business. 25
c.	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
D.	Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.
	company <u>Historic</u> Hudson Valley's Sunryside Museum
	Contact Person Michael Lord, director
	Address 3 W. Sunnerside Lane
	City/State Irving for NY 10533
	Telephone 914 -591-8763
	Fax.#
	E-Mail Address molorde hudsonvalley org
18kiş	

company <u>Historic Hudson Valley's Van Cortlandt</u>	Manor	Museum
Contact Person Cheryl Bernstein	· · · · · · · · · · · · · · · · · · ·	
Address 525 S. Riverside Ave		·
City/State Croton-On-Hudson NY 10520		•
Telephone 914 - 271 - 8981		
Fax,#		
E-Mail Address chernsteine hudson valley.org		
Company Port Washington Chamber of Commerce	2	
Contact Person Mariann Dalimonte	O ANNE	
Company Port Washington Chamber of Commerce Contact Person Mariann Dalimonte Address 329 Main St.	<u> </u>	
Contact Person Mariann Dalimonte  Address 329 Main St.		
Contact Person Mariann Dalimonte  Address 329 Main St.  City/State Port Washington NY 11050		
Contact Person Mariann Dalimonte  Address 329 Main St.  City/State Port Washington NY 11050  Telephone 516-767-9151		
Contact Person Mariann Dalimonte  Address 329 Main St.  City/State Port Washington NY 11050		

#### 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.

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 3 day of June 2016

Notary Public

C. CLAYTON MOUNT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar. 27, 2020

Christopher Eyers Yerlig

Name of submitting business

Christopher Eyers Yerlig

Print name

Signature:

Owner operator

Title

06 / 03 / 2016 Date

## COUNTY OF NASSAU

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

BC T	
Ř	Name of the Entity: Christopher Eyers- Yerlig
代	Address:
d K	City, State and Zip Code:
2	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held Corp Entertainment_Other (specify)
of Jc	List names and addresses of all principals; that is, all individuals serving on the Board of ectors or comparable body, all partners and limited partners, all corporate officers, all parties pint Ventures, and all members and officers of limited liability companies (attach additional
	thristopher Eyers-Verlig
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5. share neld	List names and addresses of all shareholders, members, or partners of the firm. If the cholder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
#1 #1	None None
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† †	List all lobbyists who	ose services were utiliza	ed at any stage in t	his matter (i.e., pre-bid
id, post imploy ts agen imited natters eal pro he tem	st-bid, etc.). The term ed or designated by a cies, boards, commis to the Open Space ar include, but are not l operty subject to Coun is defined herein. Thee, counsel or agent	ose services were utilized in "lobbyist" means any any client to influence - ssions, department head and Parks Advisory Complimited to, requests for party regulation, procurer the term "lobbyist" does of the County of Nassan	and every person or promote a matter, legislators or comittee and Planni proposals, developments, or to otherwand include any	or organization retained ter before - Nassau County emmittees, including but ing Commission. Such dement or improvement wise engage in lobbying officer, director, trusted
id, post imploy ts agen imited natters eal pro he tem	st-bid, etc.). The term ed or designated by a cies, boards, commisto the Open Space are include, but are not leaverty subject to Count is defined herein. Thee, counsel or agent er official duties.	n "lobbyist" means any any client to influence - ssions, department head ad Parks Advisory Combinated to, requests for party regulation, procurer the term "lobbyist" does of the County of Nassau	and every person or promote a mate s, legislators or comittee and Planni proposals, developments, or to otherward include any a, or State of New	or organization retained ter before - Nassau County of the committees, including by the committees, including by the committees of the committees of the committee of the commit
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Page 3 of 4	
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(b) Describe lobbying activity of each lo	bbyist. See page 4 of 4 for a complete
escription of lobbying activities.	
None	
None	
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(c) List whether and where the person/or lassau County, New York State):	ganization is registered as a lobbyist (e.g.,
rassad County, New Tolk State).	
None	
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<ul> <li>VERIFICATION: This section must be sign ontractor or Vendor authorized as a signatory of the</li> </ul>	
simulation of vehicle audionized as a signatory of the	e than for the purpose of excending contracts.
	nas read and understood the foregoing
he undersigned affirms and so swears that he/she h	
	and accurate.
atements and they are, to his/her knowledge, true a	and accurate.
atements and they are, to his/her knowledge, true a	and accurate.
he undersigned affirms and so swears that he/she he tatements and they are, to his/her knowledge, true a pated: April 18, 2016 Signed:	and accurate.
atements and they are, to his/her knowledge, true a  ated: April 18, 2016 Signed:	0-4
atements and they are, to his/her knowledge, true a  ated: April 18, 2016 Signed:	ne: Christopher Eyers-Yerli

### 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.

#### **CONTRACT FOR SERVICES**

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

#### WITNESSETH:

§ 5

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

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

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

- 1. Term. This Agreement shall commence on March 1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.
- 2. <u>Program</u>. The Contractor is hereby retained by the County to provide Traditional 19<sup>th</sup> Century mime entertainment, including mechanical man and roving mime performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed seven thousand (\$7,000.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

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

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

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

As used in this Agreement the word "Cause" 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.

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- (b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 11. Accounting Procedures: Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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- 12. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) 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.
- 13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

- 24. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

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

### 19. Miscellaneous

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

- (c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.
- (d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.
- 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:

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- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 21. 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.

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

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Date:_	4-6-	16		

#### NASSAU COUNTY

Name:	
Title:	County Executive
(or)	Chief Deputy County Executive
(or)	Deputy County Executive

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NOTARY PUBLIC

# Christopher Eyers Yerlig Appendix A

\$700.00/day for 10 days

Total: \$7,000.00

Dates:

June 18

June 19

July 2

July 3

July 4

September 24

September 25

September 30

October 1

October 2

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

## Appendix L Certificate of Compliance

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

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## Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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FAML6160 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

06/10/2016 3:20 PM

ACTIVE FISCAL MO/YEAR: 06 2016 VENDOR NUMBER VENDOR ALPHA

## CHRISTOPHER EYERS YERLIG

S	VENDOR SUMMARY	JUNE 2016		L BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00		00	.00
	RETAINAGES	.00		.00	.00
	ACCRUALS	.00		.00	.00
	PAYMENTS	.00			2,600.00
	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		-PRIOR	F5-NEXT	.00
		FQ-T TNV	1111011	TO THEME	

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FAML6220 V4.2 LINK TO: ACTIVE

NIFS PRODUCTION SYSTEM GRANT SUMMARY INQUIRY 06/10/2016 12:43 PM

CURRENCY CODE:

ACTIVE
BALANCE (Y,M,Q,A): A FUNDING PERIOD .
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
MOTEL TAX PROCEEDS

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GRANT DETAIL CHARACTER

OBJECT FUND TYPE

FUND

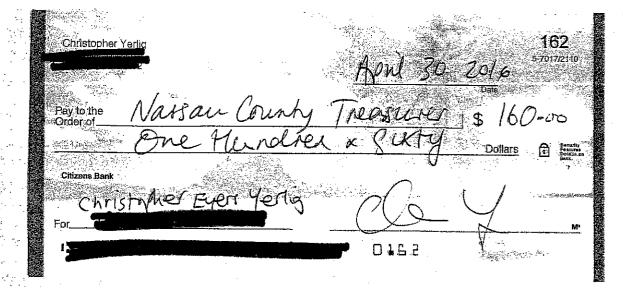
**SUBFUND** 

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S OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
	REVENUE TOTAL	21,179,431	20,866,473		-312,958
AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
AB	FRINGE BENEFITS	434,124	431,197		2,927
BB	EQUIPMENT	587,112	556,424		30,688
$\overline{ t D} \overline{ t D}$	GENERAL EXPENSES		1,238,572	81	52,458
DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894
F1-HELP	F2-SELECT	F4·	-PRIOR F5	-NEXT	
F7-PRIOR		-LINK ·			
GO14 - R	ECORD FOUND		,	• •	
	1 2 5				

FAML6220 V4.2 NIFS PRODUCTION SYSTEM
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE
BALANCE (Y,M,Q,A): A FUNDING PERIOD: CURRENCY CODE:
FISCAL MO/YEAR: 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT: PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL: X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER: OBJECT: X
FUND TYPE: FUND
SUBFUND: SUBFUND: SYSTEM
06/10/2016
12:42 PM
12:42 P

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
	DE	CONTRACTUAL SERVIC				984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND



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