

4.28-17

Contract ID:cqpk17000024

**Department: Parks** 

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000024 NIFS Entry Date: 24-APR-17

Term: from 01-AUG-17 to 31-DEC-17

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Plaza Theatrical Productions, Inc.	Vendor ID#:
Address:	Contact Person: Kevin
	Harrington
	Phone: 516-599-6870

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg,	
Eisenhower Park	
East Meadow, NY 11554	
Phone: 516-572-0378	

# **Routing Slip**

Department	NIFS Entry: X	25-APR-17 PABUFFOLINO
Department	NIFS Approval: X	28-APR-17 LBARKER
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	01-MAY-17 RDALLEVA
ОМВ	NIFS Approval: X 88:10 G ST AVAILING	28-APR-17 MRONAN
County Atty.	NIFS Approval: X    NIFS Approval: X   8€: n	28-APR-17 DMCDERMOTT
County Atty.	Approval to Form: X Alwand nivs vn	28-APR-17 DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 CRIBANDO

Leg. Affairs	Approval/Review: X	02-MAY-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

# **Contract Summary**

Purpose: To provide a stage performance of ¿My Fair Lady, a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.

Method of Procurement: The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer show will be a performance of the production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

**Procurement History:** Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 ½ hr. duration on August 25, 2017 at Lakeside Theatre, Eisenhower Park NY. Total cost: \$4,000.00

Impact on Funding / Price Analysis: Hotel/Motel Tax Grant Program \$4,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

# **Advisement Information**

BUDGET CODES			
Fund: gen			
Control:	pk		
Resp:	1800		
Object:	de500		
Transaction:	103		
Project#:			
Detail:			

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$4,000.00
TOTAL	\$ 4,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 4,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 4,000.00

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

1. Vendor: Plaza Theatrical Productions, Inc.	
2. Dollar amount requiring NIFA approval: \$4000	
Amount to be encumbered: \$4000	
This is a New	
If new contract - \$ amount should be full amount of coll fadvisement - NIFA only needs to review if it is incre If amendment - \$ amount should be full amount of am	asing funds above the amount previously approved by NIFA
3. Contract Term: 8/1/7-12/31/17  Has work or services on this contract commenced	? N
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (GRT) Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contractif not, will it require a future borrowing?	Y N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A
5. Provide a brief description (4 to 5 sentences) of	the item for which this approval is requested:
To provide a stage performance of ¿My Fair Lady, a musice Eisenhower Park.	al tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre,
6. Has the item requested herein followed all prop	per procedures and thereby approved by the:
Nassau County Attorney as to form	Y
Nassau County Committee and/or Legislature	Not Applicable
Date of approval(s) and citation to the resolution	on where approval for this item was provided:

Contract ID	Date	Amount
CFPW16000042	07-APR-15	862000

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

#### **AUTHORIZATION**

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

RDALLEVA

01-MAY-17

Authenticated User

Date

### **COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

**NIFA** 

Amount being approved by NIFA: \_

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

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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 PLAZA THEATRICAL PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Plaza Theatrical Productions, Inc. to perform a musical performance at Lakeside Theatre, Eisenhower Park, on August 25, 2017, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Plaza Theatrical Productions, Inc. 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: Plaza Theatrical Productions, Inc
CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("⊠") after one of the following roman numerals, and provide all the requested information.
I. □ The contract was awarded to the lowest, responsible bidder after advertisement
for sealed bids. The contract was awarded after a request for sealed bids was published
inon
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
[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.

The co	This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on
of the	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.
propo depar	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the remember the describes the proposals received, along with the cost of each
prop	osal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not n 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.
	<b>D.</b> 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 youchers.

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

<u>NOTE:</u> 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.

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



### BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

March 28, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:

Plaza Theatrical Productions

Re: August 25, 2017 – "My Fair Lady"

The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

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

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer's show will be a performance of "My Fair Lady", a musical tribute. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique 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

iof Deputy Commissioner

# Exhibit A



# COUNTY OF NASSAU

# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follo committees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
Nove	
	be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowledges	hat he/she has read and understood the foregoing edge, true and accurate.
	irms that the contribution(s) to the campaign committees
identified above were made freely and w benefit or in exchange for any benefit or	ithout duress, threat or any promise of a governmental remuneration.
	Vendor: Plaza Brodnus/ Productions, Inc. Signed: Jun 199
Dated: 3-16-17	Signed: Win F. Clar
	Print Name: Keuw F. Haeringros
	Title: Res

# 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 Kaus F. Hackingros
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	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 // / / / // // // Treasurer/_/
	Chairman of Board// Shareholder/_/
	Chief Exec. Officer// Secretary <u>/9///83</u>
	Chief Financial Officer// Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details. / ON Control of the provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO/ 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? YES NO If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO/, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit
	organi	zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Xes, 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? XES NO 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? YES NO If Yes, provide details for each such instance.
	<b>d</b> .	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\checkmark$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO/ 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? YES NO 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?  YES NO/ If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	In addi	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust
	investig subject for, or	gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO/ If Yes, provide details for each such
10.	listed in anti-tru includir	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO/_ If Yes; provide details for each such gation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _/_ If Yes; we details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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, Should 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

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 16th day of March 2017

Metary Rublic Niber KGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Explana September 30, 2017

Phasa Theotrical Productions Inc.
Name of submitting business

Haw F. Happing Grou
Print name

Mart And
Signature

Pres.
Title

3 1 16 1 17

# **Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 3-16-17 1) Proposer's Legal Name: Plaza Theateical Productions Inc. 2) Address of Place of Business: List all other business addresses used within last five years: 3) Mailing Address (if different):\_ Phone: Does the business own or rent its facilities? Kant 4) Dun and Bradstreet number: NA 5) Federal I.D. Number: 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_\_ If Yes, please provide details: \_\_\_\_ 8) Does this business control one or more other businesses? Yes No If Yes, please provide

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract)
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No _v If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? No Yes If Yes, provide details for each such
	charge
	b) Any misdemeanor charge pending? No <u>✓</u> Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each

	such conviction
	d) In the past 5 years, been convicted, after trial or by piea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _v_Yes If Yes, provide details for each such occurrence.
business to any pr	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No
applicabl and sewe detailed	past (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? No If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire
Provide a de	stailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
17) Conflict ( a) ple	and the second of the second o
·	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. <u>Na Conflict ਦੁਸਤੀ</u> ਤ
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No conflict exsists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No Conflict Exact

	t	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
		estable conflict Arisos, I inform the Country of The possible conflict and
	<u> </u>	Illow The county to determine if An Actual conflict exosts
	72	The first the fi
Α.	extens	e a resume or detailed description of the Proposer's professional qualifications, demonstrating ive experience in your profession. Any prior similar experiences, and the results of these ences, must be identified.
	Should	the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; Sept. 1983
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Have F. Have You look
	iii)	Name, address and position of all officers and directors of the company; Sane
	iv)	State of incorporation (if applicable); אמני אינו אינו אינו אינו אינו אינו אינו אי
	v)	The number of employees in the firm; 3
	vi)	Annual revenue of firm; #624,000.00
	vii)	Summary of relevant accomplishments hazants over 800 live parfirmances por year
	viii)	Copies of all state and local licenses and permits. Dia
В.	Indicat	e number of years in business. 34 yea.a
C.		e any other information which would be appropriate and helpful in determining the Proposer's ty and reliability to perform these services. $\mathcal{N}_{\mathcal{A}}$
D.		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
	Compa	any The Hendryton Arts Council
	Contac	et Person
	Addres	
	City/St	ate
	Teleph	one
	Fax#	
	E-Mail	Address

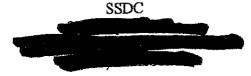
	Company The St. George Meatre
	Contact Person_
	Address
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	Company Live Nation at MCB Theatre Westburg
	Contact Person
	Address
	City/State
	Telephone
	Fax #

# CERTIFICATION

3 / 16 / 17 Date

A MATERIALLY FALSE STATEMENT WILLFULLY OWITH THIS QUESTIONNAIRE MAY RESULT IN REMOT RESPONSIBLE WITH RESPECT TO THE PREMAY SUBJECT THE PERSON MAKING THE FALSE	NDERING THE SUBMITTING BUSINESS ENTITY SENT BID OR FUTURE BIDS, AND, IN ADDITION,
 I, <u>Kevis F. Haerd Naros</u> , being duly sworr items contained in the foregoing pages of this question I supplied full and complete answers to each item their belief; that I will notify the County in writing of any chas submission of this questionnaire and before the execusupplied by me is true to the best of my knowledge, in will rely on the information supplied in this questionnal with the submitting business entity.	nnaire and the following pages of attachments; that rein to the best of my knowledge, information and right in circumstances occurring after the ution of the contract; and that all information formation and belief. I understand that the County
Sworn to before me this 16 day of March	20
WELDWOCHCENSTROER  Stary Public, State of New York  No. 4708642  Qualified in Nassau County  Mission Excises September 30, 30 / F  Name of submitting business: PIAZA Theatrical	Productions, Dr.
By: Kews F. Hareingerov  Print name  Signature	
Pies.	
1 1410	•

# KEVIN F. HARRINGTON



# EXPERIENCE Directing and Arts Administration:

Plaza Theatrical Productions, Inc., Long Island, New York

Founder / Producer / Director 1983-Present

Total creative and fiscal responsibility of non-equity touring theatre company

Experience in all aspects of administration including grant writing, supervision of staff, publicity, contracts, bookings, scheduling, casting, overall coordination of cast, crew and musicians

From 1990-1995, operated Plaza Playhouse, a 260 seat, three-quarter round, state-of-the-art theatre presenting musicals, non-musicals, children's theatre, revues, educational theatre productions for school groups, mystery theatre, and Performing Arts Academy

Representative Directorial Credits:

Evita Into the Woods Sweeney Todd
The King & I My Fair Lady Fiddler on the Roof
Man of La Mancha The Sound of Music Gypsy
West Side Story La Cage Aux Folles Nunsense
Godspell The Music Man The Fantasticks

# Lincoln Center "Out-of-Doors" Festival, Manhattan, New York 1988-1990

Produced and directed outdoor musicals: Shenandoah, Jack and the Beanstalk, Pinocchio

# Long Island Department of Parks and Recreation, Long Island, New York 1983-Present

Produced and directed outdoor touring musicals accompanied by the Nassau Symphony Orchestra

Representative Directorial Credits:

State Fair Guys and Dolls Oliver
Forever Plaid Carousel South Pacific
Joseph... Shenandoah Oklahoma
Annie Get Your Gun 1776 Hello, Dolly
Forum Goin' Hollywood A Grand Night For Singing

# The Island Squire Dinner Theatre, Middle Island, New York 1983-1992

Produced and directed fully-staged musicals in the round

Representative Directorial Credits:

Zorba Cabaret Annie
Kiss Me Kate South Pacific Shenandoah
Kismet Man of La Mancha The Sound of Music

# Leal Associates, Seaford, New York

1990-Present

Produced and directed touring productions which serve as fund-raisers for non-profit organizations

Representative productions:

Forever Plaid Driving Miss Daisy Play It Again, Sam Vanities On Golden Pond

Crossing Delancey The Gin Game Love Letters

On The Air I Ought to Be in Pictures I Dol I Dol

Dames at Sea

-Director of Musical Theatre. 1981-Present

Directed over 150 musicals for various companies in the New York metropolitan area

Representative productions:

Irene Brigadoon Side by Side by Sondheim Once Upon A Mattress

Bye, Bye, Birdie The Wiz Pippin

Show Boat

Funny Girl The Boy Friend

Camelot

Carnival Little Shop of Horrors

Some Enchanted Evening

They're Playing Our Song

Anything Goes

The Apple Tree

Charlie Brown

Teaching:

Molloy College, Rockville Centre, New York Communication Arts Department Adjunct Instructor 1984-1987 and 1993-1995

Taught introductory courses in Communications and Theatre

Produced and directed departmental musicals: Godspell, The Sound of Music, Nunsense

Stage Manager of departmental production: The Effect of Gamma Rays on Man-in-the-Moon Marigolds

EDUCATION:

Master of Arts

New York University, Manhatian Educational Theatre, 1985

Master Class Instructors:

Agnes DeMille Alfred Drake

Marni Nixon Larry Fuller

Stuart Ostrow

Directed world premiere of departmental opera, Daddy's Money

Directed departmental revue, The Musical Theatre Scrapbook

Bachelor of Arts

Molloy College, Rockville Centre, New York English Education 7-12, 1983

# <u>PROFESSIONAL ORGANIZATIONS:</u>

The Society of Stage Directors and Choreographers Stage Directors and Choreographers Foundation, Inc. New York State Theatre Educators

References and Theatrical Reviews available upon request!

# Kevin F. Harrington

DIRECTOR S.S.D.G.



"A fine cast and swift, fluid staging underscore freshness."

Aileen Jacobson Theatre Critic

"Director Kevin F. Harrington has done a splendid job in bringing variety to the staging."

> Aileen Jacobson Theatre Critic

# Coursel

"Fine outdoor production directed by Kevin Harrington!"

Steve Parks Theatre Critic

Annie get your gun

"Annie hits the bulls-eye

Steve Parks

Theatre Critic

once more."

# MUSIE MÁN

Harrington's "Kevin handsome rendition will make you feel you're in turn-of-the-century Towa"

Steve Parks Theatre Critic





"This time he (Harrington) sought to make splash...and he did!"

> Renee Kaplan Theatre Critic



"Credit must be given Kevin F. Harrington, who has taken the limitations of the show's dinner theatre format and crafted them into an absorbing evening of well-paced entertainment."

> Bill Kaufman Theatre Critic



"Harrington has found elegant solutions to staging an extravagant musical in a theatre that has the audience sitting close to the actors on three sides."

> Aileen Jacobson Theatre Critic

Complete reviews and references available upon request

# COUNTY OF NASSAU

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

1. Name of the Entity: PIAZA - The aheica I - Productions, ISC.
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business: Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (specify) SNB chaples 5
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Kavis F. HARRINGTOS - Pres/Secs
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
Kevis F. HARRINGTON, & Monpson Dr., E. Rodsaway NY 11578

Page 2 of 4				
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# Page 3 of 4

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(c) List whether and w Nassau County, New York St	here the person/organization is registered as a lobbyist (e.g., ate):
None	
8. VERIFICATION: This secton contractor or Vendor authorizations.	tion must be signed by a principal of the consultant, ed as a signatory of the firm for the purpose of executing Contracts
	so swears that he/she has read and understood the foregoing s/her knowledge, true and accurate.
Dated: 3-16-17	Signed: July 4. Obj
	Signed: July 4. Hg. L. Hanner Grow
	Till Page

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 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 Plaza Theatrical Productions, Inc., a New York not-for-profit corporation, having its principal office at "Performer" or "Contractor").

# WITNESSETH:

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

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

- 1. <u>Term.</u> This Agreement shall commence on August 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.
- 2. <u>Program</u>. (a) The Performer is hereby retained by the County to perform one live stage performance of "My Fair Lady musical tribute" to be held on August 25, 2017, from 7:30 p.m. to 10:00 p.m. at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554 ("Performance").
- (b) (i) The County shall supply venue stage, sound, and lighting for the Lakeside production of My Fair Lady on August 25, 2017.
- (c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.
- (d) The Performer must appear for a sound check on the day of each Performance, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performer fails to appear as stated herein.

- (e) At least ten (10) days prior to each Performance, the Performer shall provide to the Department the Performance's complete production details and stage plot.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Four Thousand Hundred Dollars** (\$4,000.00). For Payment purposes, the following amounts shall be allocated to each Performer:

# (1) My Fair Lady - Four Thousand Dollars (\$4,000.00) and

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) An advance payment of fifty (50%) percent of the maximum amount (\$2,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.
- (ii) The balance payment respecting each Performance shall be made payable to the Performer and shall be paid after the completion of each Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, 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 (i) the Performer submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review,

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) 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. <u>No Arrears or Default</u>. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure

under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or 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 Performer 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 is 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>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: Coverage Change: 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.

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

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

### Insured:

Plaza Theatrical Productions, Inc.



# **Description of Operations:**

The Certificate holder, Nassau County, is included as Additional Insured Event(s) & Date(s): My Fair Lady (August 25, 2017)

Location(s): Lakeside Theatre, Eisenhower Park, East Meadow, NY

### Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE** 

- 10. Assignment: Amendment: Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<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 "<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 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 Performer ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of

the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer 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.
- 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.
- be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 18. 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>. Since the Contractor is a New York not-for-profit corporation it is not required 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.
- 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 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 or 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 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 Performer'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 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 and/or the Performer.
- (e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.
- (f) 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.
- (g) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.
- (h) The Performers shall make themselves available for photographs prior to the performance.
  - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

# PLAZA THEATRICAL PRODUCTIONS, INC.

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By <b>afin</b>	7(115-	
	: KEUIS F. MARRING	J-0-0
Title:	Pres	
Date:	3-16-17	

# **NASSAU COUNTY**

3y:	
Name:	
Title:	County Executive
	Deputy County Executive
Date:_	

PLEASE EXECUTE IN BLUE INK

On the 16 day of 10 day of

STATE OF NEW YORK)

COUNTY OF NASSAU)

# 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:	
	Law F. Haceisans	(Name)
		(Address)
	(Telep	hone Number)
2.	The Permittee agrees to either (1) comply with the requirements of County Living Wage Law or (2) as applicable, obtain a waiver of trequirements of the Law pursuant to section 9 of the Law. In the excontractor does not comply with the requirements of the Law or of the requirements of the Law, and such contractor establishes to of the Department that at the time of execution of this agreement, i reasonable certainty that it would receive such waiver based on the Rules pertaining to waivers, the County will agree to terminate the without imposing costs or seeking damages against the Contractor	he vent that the stain a waiver the satisfaction t had a Law and
3.	In the past five years, Permittee has has not been four a government agency to have violated federal, state, or local laws a payment of wages or benefits, labor relations, or occupational safer a violation has been assessed against the Permittee, describe below	egulating sy and health. If
4.	In the past five years, an administrative proceeding, investigation, body-initiated judicial action has has not been commor relating to the Permittee in connection with federal, state, or local regulating payment of wages or benefits, labor relations, or occupate	enced against al laws

	and health. If such a proceeding, action, or investigation has been commenced describe below:						
de des samuel a se or one passe service same approve							
5.	Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.						
and be	by certify that I have read the foregoing statement and, to the best of my knowledge blief, it is true, correct and complete. Any statement or representation made herein be accurate and true as of the date stated below.						
	: Ag						
3-16	-17						
Dated							
Lan F	14/						
Signat	ure of Chief Executive Officer						
Keur.	of Chief Executive Officer						
Name	of Chief Executive Officer						
Sworr	to before me this						
16	day of March, 2017.						
Notor	effetout you						
JOEL HI SE Notary Public	Y KANDERGER State of New York 4708642						
Oundivined in	Nassau County September 30, 20 17						



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2016

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

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

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								MED EXP (Any one person)	\$5,000	)
								PERSONAL & ADV INJURY	\$1,000	,000
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	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	J ~ / ^						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E,L. DISEASE - POLICY LIMIT	s	
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A	cription of operations/locations/vehicle dditional Insured for General Liabilit ast Meadow, NY 11554.				-				Eisen	hower Park,
CE	RTIFICATE HOLDER				CANO	ELLATION				
County of Nassau 1550 Franklin Avenue Mineola NY 11501				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE					

# **Buffolino**, Patti

From:

Gillen, Cindy

Sent:

Tuesday, April 25, 2017 1:54 PM

To:

Buffolino, Patti

Cc:

Nugent, Brian; Camerlengo, Frank; Krieb, Eileen A; Rosenthal, Lynn; McDermott, Dennis

Subject:

Insurance for Plaza Theatrical

Patti, please see below thread. Plaza will provide their new COI as soon as it renews on or about July 10, 2017. Cindy

From: Plazatheatrical@aol.com [mailto:Plazatheatrical@aol.com]

Sent: Tuesday, April 25, 2017 1:28 PM

To: Gillen, Cindy Subject: Re: insurance

Hi Cindy-

Just to confirm our conversation, I will send the County the updated certificate of insurance as soon as we renew the policy. You will be receiving the revised certificate of insurance in July 2017.

Much thanks, Denise Riven

Plaza Theatrical Productions, Inc.

In a message dated 4/25/2017 12:58:25 P.M. Eastern Daylight Time, callen@nassaucountyny.gov writes:

Dear Denise,

As discussed this afternoon, the Certificate of Insurance submitted with your contract and related documents shows an expiration date of July 10, 2017, which would not cover your performance on August 25, 2017. Please advise when you will be able to provide a COI whose effective dates cover your performance date. Thanks.

Cindy