

1. Public Notice

Documents:

[6-24-24 RULES.PDF](#)

2. County Legislative Rules Committee Meeting Agenda 06-24-2024

Documents:

[6-24-24R.PDF](#)

3. County Legislative Rules Committee Meeting Contracts 06-24-2024

Documents:

[E-125-24 NCWEB.PDF](#)

[E-126-24 NCWEB.PDF](#)

[E-127-24 NCWEB.PDF](#)

[E-128-24 NCWEB.PDF](#)



## **PUBLIC NOTICE**

**PLEASE TAKE NOTICE THAT**

### **THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE**

**ON**

**MONDAY, JUNE 24, 2024 AT 1:00 PM**

**IN**

**THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER  
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING  
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**

As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

Attendees who would like to address the Legislature must submit a slip to the Clerk's office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at [LegPublicComment@nassaucountyny.gov](mailto:LegPublicComment@nassaucountyny.gov) and will be made part of the formal record of this Legislative meeting.

The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>

**MICHAEL C. PULITZER**

**Clerk of the Legislature**

**Nassau County, New York**

**DATED: JUNE 17, 2024**

**Mineola, NY**

**Scan the QR code to submit written public comment,  
which will be incorporated into the record of this meeting.**



# **NASSAU COUNTY LEGISLATURE**

## **15<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**JUNE 24, 2024 1:00 PM**

**Howard Kopel – Chairman**

**Thomas McKevitt – Vice Chairman**

**John Ferretti**

**James Kennedy**

**Delia DeRiggi-Whitton– Ranking**

**Siela A. Bynoe**

**Arnold W. Drucker**

**Michael C. Pulitzer, Clerk of the Legislature**

**Scan the QR code to submit written public comment,  
which will be incorporated into the record of this meeting.**



Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-125-24	PK	R	<b><u>RULES RESOLUTION NO. – 2024</u></b> 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 DIALED ACTION AGENCY, LLC. E-125-24
E-126-24	PK	R	<b><u>RULES RESOLUTION NO. – 2024</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND RRDA, LI, INC. E-126-24
E-127-24	PK	R	<b><u>RULES RESOLUTION NO. – 2024</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND BRIAN ROSENBERG NY, INC. E-127-24
E-128-24	PK	R	<b><u>RULES RESOLUTION NO. – 2024</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPONSORSHIP AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION, & MUSEUMS, AND NYU LANGONE HOSPITALS. E-128-24
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
A-13-24	PR	R	<b><u>RULES RESOLUTION NO. –2024</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND AN EXCELSIOR ELEVATOR CORPORATION. A-13-24
B-9-24	PW	R	<b><u>RULES RESOLUTION NO. – 2024</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND BAYMEN INDUSTRIES, LTD. B-9-24

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
<b>E-110-24</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2024</u></b> 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 PUBLIC WORKS AND CBRE, INC. E-110-24
<b>E--118-24</b>	<b>HE</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2024</u></b> 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 HEALTH AND VMC GROUP INC. E-118-24



Certified: --

**E-125-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 17, 2024 12:45PM

**NIFS ID: CQPK24000013**

Capital:

Contract ID #: CQPK24000013

NIFS Entry Date: 05/30/2024

**Department: Parks**

Service: Summer Camp Program

Term: from 07/01/2024 to 12/31/2024

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>Dialed Action Agency, LLC</b>	ID#: <b>832761064</b>
Main Address: <b>PO Box 595 Pittstown, NJ 08867</b> Contract Specific Address: <b>472 Pittstown Road Pittstown, NJ 08867</b>	
Main Contact: <b>Brian Cunningham</b>	
Main Phone: <b>(814) 280-0299</b> Contract Specific Phone: <b>(908) 200-0204</b>	

<b>Department:</b>
Contact Name: <b>Darcy Belyea</b>
Address: <b>Administration Bldg. Eisenhower Park E. Meadow, NY 11554</b>
Phone: <b>(516) 572-0272</b>
Email: <b>contractroutingparks@nassaucountyny.gov</b>

**Contract Summary**

<b>Purpose:</b> The Summer Camp program will be conducted Mondays through Fridays commencing on July 1, 2024, and ending on August 8, 2024. The vendor will be obtained by the County to perform a BMX Stunt show for each of the Nassau County Summer Recreation Program sites (Wantagh and Cantiague Parks) for all boys and girls ages 5-12 years old. The children will not be participating in the show. The show will consist of announcer and a rider who is performing the stunts and obstacles keeping the crowd existed and engaged while including information regarding bike safety measures such as wearing protective gear when riding.
<b>Procurement History:</b> RFQ#PK0215-2405 issued on February 15, 2024 - Nassau County Summer Recreation Program Entertainment.
<b>Description of General Provisions:</b> The Summer Camp program will be conducted Mondays through Fridays commencing on July 1, 2024, and ending on August 8, 2024. The vendor will be obtained by the County to perform a BMX Stunt show for each of the Nassau County Summer Recreation Program sites (Wantagh and Cantiague Parks) for all boys and girls ages 5-12 years old.

The children will not be participating in the show. The show will consist of announcer and a rider who is performing the stunts and obstacles keeping the crowd excited and engaged while including information regarding bike safety measures such as wearing protective gear when riding. The term of the contract is for one (1) year with the option to renew for an additional four (4) one (1) one year renewal periods.

Year One of the contract: \$10,200.00

**Impact on Funding / Price Analysis:** None - Total amount of the contract, including renewal periods is \$56,361.44

**Change in Contract from Prior Procurement:** n/a

**Method of Source Selection:**

Request For Proposals awarded to proposer offering best value

RFP #: PK0215-2405

Advertised On: 02/15/2024

Advertised In: Newsday

Proposals Due On: 03/07/2024

Number of proposals received: 3

Evaluation Committee members: Gina Peranzo (Chair), Linda Barker, Frank Alagia, Katie Grilli-Robles and Karen Beckhard-Ravener (Non-Voting Member Technical Advisor), Tashena Ferguson (Non-Voting Member-to assist and take notes)

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

**MWBE Participation:**

Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

**If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:**

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.

**Recommendation:** Approve as Submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3508	DE	PKGGEN3508	DE500	PKGGEN3508 DE500	01	\$10,200.00
<b>TOTAL</b>								<b>\$10,200.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$10,200.00
<b>Total</b>	<b>\$10,200.00</b>

# Routing Slip

Department			
NIFS Entry	Patti Buffolino	05/31/2024 02:03PM	Approved
NIFS Final Approval	Linda Barker	05/31/2024 02:54PM	Approved
Final Approval	Linda Barker	05/31/2024 02:54PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/31/2024 04:07PM	Approved
RE & Insurance Verification	Grady Farnan	05/31/2024 04:00PM	Approved
NIFS Approval	Mary Nori	06/03/2024 04:01PM	Approved
Final Approval	Mary Nori	06/03/2024 04:01PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	06/03/2024 12:43PM	Approved
NIFA Approval	Irfan Qureshi	06/03/2024 01:21PM	Approved
Final Approval	Irfan Qureshi	06/03/2024 01:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/05/2024 11:59AM	Approved
DCE Compliance Approval	Robert Cleary	06/14/2024 03:23PM	Approved
Vertical DCE Approval	Arthur Walsh	06/17/2024 10:07AM	Approved
Final Approval	Arthur Walsh	06/17/2024 10:07AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/17/2024 12:41PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending



Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

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 & MUSEUMS AND DIALED ACTION AGENCY, LLC.

WHEREAS, the County has negotiated a personal services agreement with Dialed Action Agency, LLC., to provide the County with stunt performance services, 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 agreement with Dialed Action Agency, LLC.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at One West Street, 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 -

Dialed Action Agency, LLC, a limited liability New Jersey corporation, having its principal address at 472 Pittstown Road, Pittstown, New Jersey 08867 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1) Term.

- a) This Agreement shall commence on July 1, 2024 and shall terminate on December 31, 2024 (the "Initial Term"), unless sooner terminated as provided for herein.

The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for four (4) additional one (1) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

- b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) Program/Services.

- a) The services and scope of work to be provided by the Contractor under this Agreement shall consist of, but are not limited to:

- i) A one BMX Stunt show performance at each of the Nassau County Summer Recreation Program sites located at Cantiague and Wantagh Parks for all the boys and girls ages 5-12 years old. The children will not be participating in the show. The show must consist of an announcer and a rider who is performing the stunts and obstacles keeping the crowd excited and engaged while including information regarding bike safety measures such as wearing protective gear when riding (the "Performance").

- (1) Performance: The Performance will be performed in a forty-five (45) to fifty (50) minute window per show. The schedule for each Performance will be as follows:

- -1:30: Team Arrives and begins setup;
- -0:10: Music begins;
- -0:05: Athlete warm-up begins;
- 0:00: Performance begins;
- 0:40: Performance ends;

- 0:40-0:50 (or longer): Conclusion, riders slap high fives, interact with crowd, meet attendees, answer questions, sign autographs, etc.
  - 0:50 +: Tear down.
- (2) Tear Down: Tear down should generally be completed within thirty (30) to thirty-five (35) minutes after the conclusion of the show.
- ii) The Contractor must appear for a supply check on each day of the Program; at a time to be determined by the Department and must appear at least sixty (60) minutes prior to the commencement of each day of the Program. The Contractor will not receive its compensation in the event it fails to appear as stated herein.
  - iii) The Contractor shall be responsible, at its own cost and expense, for supplying the Contractor's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of each day of the Program.
- b) Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment.**

- (a) **Amount of Consideration.** The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Fifty-Six Thousand Three-Hundred Sixty-One and 44/100 (\$56,361.44) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and will be payable as follows:
- (i) Year One (initial Term) - Ten-Thousand Two-Hundred (\$10,200.00) DOLLARS;
  - (ii) Year Two (Renewal Term, if option exercised)- Ten-Thousand Seven Hundred and Ten (\$10,710.00) DOLLARS;
  - (iii) Year Three (Renewal Term, if option exercised) -Eleven-Thousand Two-Hundred and Forty-Five and 50/100 (\$11,245.50) DOLLARS;
  - (iv) Year Four (Renewal Term, if option exercised) - Eleven-Thousand Eight-Hundred and Seven and 78/100 (\$11,807.78) DOLLARS;
  - (v) Year Five (Renewal Term, if option exercised) - Twelve-Thousand Three-Hundred and Ninety-Eight and 16/100 (\$12,398.16) DOLLARS.
- (b) **Partial Encumbrance.** The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Ten-Thousand Two-Hundred (\$10,200.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- (c) **Roll Over Funding.** The Department may, at their sole discretion, utilize funding and encumber any unused portion of any prior years term to pay for additional performances or services for any present term.
- (d) **Vouchers; Voucher Review, Approval and Audit.** All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers 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").

- (e) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
  - (f) **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.
  - (g) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.
- 4) **Non-Completion.** Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.
- 5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 7) **Compliance With Law.**
- (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

- (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 Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor’s own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the “Confidentiality Agreement”), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“Freedom of Information Law” or “FOIL”). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the “Contract Package”), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County’s consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor’s consent to the posting of the un-redacted Contract Package to the County website.
- 8) **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County ( a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- 9) **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- 10) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
  - b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- 11) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:
- a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
  - f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
  - g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
- 12) **Minimum Service Standards.** Regardless of whether required by Law:
- a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
  - c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 13) **Right to Works/Ownership of Work Product/Copyright.**
- a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non

-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

- b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
- c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
- d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.
- e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality.**

- a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
- b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement,



Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

- c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.
- d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.
- e) The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

- a) Contractor shall be 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 Contractor, 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.
- c) The Contractor shall and shall cause all of Contractor's Agent(s) 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 Contractor and/or the Contractor's Agent(s) in connection with this Agreement.
- d) **Infringement Indemnification.** The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable

attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

- (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
  - (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
  - (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.
- e) The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

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

17) Assignment; Amendment; Waiver; Subcontracting.

- a) 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.
- b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.
- c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) Termination.

- a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written

- agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.
- b) 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.
  - c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's 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 Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor 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 Contractor'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.
  - d) **Contractor Assistance Upon Termination.** In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 19) **Accounting Procedures; Records.**
- a) The Contractor 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 Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.
- 20) **Limitations on Actions and Special Proceedings Against the County.** 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 Contractor 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 Contractor 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 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- b) Time Limitation. 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.

21) Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) Data Breach:

- a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
- i) Date and time of the breach;
  - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
  - iii) The nature and extent of the breach;
  - iv) The Contractor's proposed plan to investigate and remediate the breach.
- b) Upon discovery by the Contractor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
- d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) 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.

- 24) **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
- a) in writing to the above referenced addresses and in compliance with the below,
  - 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,
    - iv) 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
      - (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
      - (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
      - (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
      - (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 25) **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.
  - d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 26) **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.

27) **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) \$0-\$10,000	\$0
(b) Over \$10,000-\$50,000	\$160
(c) Over \$50,000-\$100,000	\$266
(d) Over \$100,000	\$533

28) **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.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.


32) **Participation By Political Subdivisions, "PIGGY BACKING":** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein... .." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.



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

**DIALED ACTION AGENCY, LLC**

By:   
Name: Brian Cunningham  
Title: Partner  
Date: 5-31-24

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_, County Executive  
(or) \_\_\_\_\_, Chief Deputy County Executive  
(or) \_\_\_\_\_, Deputy County Executive  
Date: \_\_\_\_\_

*New Jersey*

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU *Monmouth*

On the 31<sup>st</sup> day of May in the year 24 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Monmouth; that he or she is the partner of Dialled action Agency, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

VINCENT THOMAS  
NOTARY PUBLIC, NEW JERSEY  
COMM# 2307172  
COMMISSION EXPIRES ON 10/29/2028

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**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.

**Definitions:**

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

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

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

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 “**Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises**” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints 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.

**Rule:**

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:

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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 Women-owned 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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.

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Brian Cunningham (Name)  
PO Box 595 Pitstow NJ 08937 (Address)  
908-200-0204 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ (HAS)  (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ (HAS)  (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor 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.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.



5-31-24

Dated



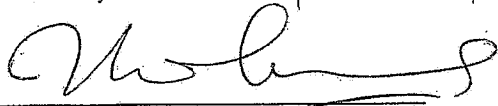
Signature of Chief Executive Officer

Brian Cunningham

Name of Chief Executive Officer

Sworn to before me this

31<sup>st</sup> day of MAY, 2024



Notary Public

VINCENT THOMAS  
NOTARY PUBLIC, NEW JERSEY  
COMM# 2307172  
COMMISSION EXPIRES ON 10/29/2028



Nassau County Interim Finance Authority

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

**1. Vendor: Dialed Action Agency, LLC**

**2. Amount requiring NIFA approval: \$56,361.44**

**Amount to be encumbered: \$10,200.00**

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: 07/01/2024 to 12/31/2024**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Other	X
		Hotel/Motel Tax Grant Fund	
Federal %	0		
State %	0		
County %	0		
Other %	100		

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

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:**

The Summer Camp program will be conducted Mondays through Fridays commencing on July 1, 2024, and ending on August 8, 2024. The vendor will be obtained by the County to perform a BMX Stunt show for each of the Nassau County Summer Recreation Program sites (Wantagh and Cantiague Parks) for all boys and girls ages 5-12 years old. The children will not be participating in the show. The show will consist of announcer and a rider who is performing the stunts and obstacles keeping the crowd existed and engaged while including information regarding bike safety measures such as wearing protective gear when riding.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

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

Contract ID	Posting Date	Amount Added in 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 deliberations.**

IQURESHI

06/03/2024

**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 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.**



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 York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Brian [BRIAN@DIALEDACTIONSPOORTSTEAM.COM]

Dated: 02/21/2024 07:24:20am

Vendor: Dialed Action Agency, LLC

Title: President

**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: Brian Cunningham  
Date of birth: 12/18/1981  
Home address: 472 pittstown rd  
City: Pittstown State/Province/Territory: NJ Zip/Postal Code: 08867  
Country: US

Business Address: PO Box 595  
City: Pittstown State/Province/Territory: NJ Zip/Postal Code: 08867  
Country: US  
Telephone: 8142800299

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: NJ Zip/Postal Code: \_\_\_\_\_  
Country: US  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>01/01/2009</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES  NO  If Yes, provide details.  
50%

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 notfor-profit organization other than the one submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

---

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?  
YES [ ] NO [X] If Yes, provide details.

---

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

---

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

---

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

---

- 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?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

---

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?  
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9. a. Is there any felony charge pending against you?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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? YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Cunningham , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Cunningham , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Dialed Action Agency, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Brian Cunningham BRIAN@DIALEDACTIONSPOURTEAM.COM

President

Title

05/29/2024 12:18:57 pm

Date



**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: Christopher Clark  
Date of birth: 09/29/1982  
Home address: 63 Borden Place  
City: Little Silver State/Province/Territory: NJ Zip/Postal Code: 07739  
Country: US

Business Address: PO Box 595  
City: Pittstown State/Province/Territory: NJ Zip/Postal Code: 08867  
Country: US  
Telephone: 8142800299

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>01/01/2019</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES  NO  If Yes, provide details.  
50% Partner

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 notfor-profit organization other than the one submitting the questionnaire?  
YES  NO  If Yes, provide details.

---

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?  
YES  NO  If Yes, provide details.

---

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

- 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 an explanation of the circumstances and corrective action taken.

---

- 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

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?  
YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9. a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Clark , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Clark , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Dialed Action Agency LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Christopher Clark CHRIS@DIALEDACTIONSPOORTSTEAM.COM

Partner  
Title

05/29/2024 04:04:20 pm  
Date

**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: 04/11/2022

1) Proposer's Legal Name: Dialed Action Agency, LLC

2) Address of Place of Business: PO Box 595

City: Pittstown State/Province/Territory: NJ Zip/Postal Code: 08867

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities?      Rent      If other, please provide details:  
\_\_\_\_\_

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 83-2761064

6) The proposer is a: Corporation (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  If yes, please provide details:

---

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, please provide details:

---

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

---

11) Has the proposer, during the past seven years, been declared bankrupt?

YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

---

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, an explanation of the circumstances and corrective action taken.

---

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, an explanation of the circumstances and corrective action taken.

---

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?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

b) Any misdemeanor charge pending?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

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?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

16) For the past (5) tax years, has this business 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?  
YES  NO  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 and attach it to the questionnaire.

---

17 Conflict of Interest:  
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

---

No conflict exists

(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 exists

(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 exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

---

No conflict exists

A. 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.

Have you previously uploaded the below information under in the Document Vault?  
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;  
01/01/2009
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.  
Brian Cunningham - President - PO Box 595 Pittstown, NJ. 08867
- iii) Name, address and position of all officers and directors of the company. If none, explain.  
Brian Cunningham - President - 22 South Valley rd. Lincoln Park, NJ. 07035
- iv) State of incorporation (if applicable);  
NJ
- v) The number of employees in the firm;  
2
- vi) Annual revenue of firm;  
1200000
- vii) Summary of relevant accomplishments  
BMX Shows at schools, fairs, festivals, etc.
- viii) Copies of all state and local licenses and permits.  
  
1 File(s) uploaded: DAA BRC.pdf

B. Indicate number of years in business.  
15

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
none

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	Nesaquake Middle School
Contact Person	Lisa Raschdorf
Address	479 Edgewood Avenue



City	St James	State/Province/Territory	NY
Country	US		
Telephone	(631) 275-3944		
Fax #			
E-Mail Address	lisaraschdorf@gmail.com		

Company	PS 124 - Silas B Dutcher		
Contact Person	Jennifer Kruger		
Address	515 Fourth Ave.		
City	Brooklyn,	State/Province/Territory	NY
Country	US		
Telephone	(917) 566-8212		
Fax #			
E-Mail Address	jkru3@schools.nyc.gov		

Company	Joseph A. Edgar Intermediate School		
Contact Person	Liz Woods		
Address	711 Summit Ave.		
City	River Edge	State/Province/Territory	NJ
Country	US		
Telephone	(201) 638-4538		
Fax #			
E-Mail Address	eajwoods@gmail.com		

I, Brian Cunningham, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Cunningham, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: Dialed Action Agency, LLC

Electronically signed and certified at the date and time indicated by:  
Brian Cunningham BRIAN@DIALEDACTIONSPOORTSTEAM.COM

President  
Title

02/21/2024  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Dialed Action Agency, LLC

Address: PO Box 595

City: Pittstown State/Province/Territory: NJ Zip/Postal Code: 08867

Country: US

2. Entity's Vendor Identification Number: 83-2761064

3. Type of Business: Ltd. Liability Co (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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.

If none, explain.

Brian Cunningham  
Chris Clark

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

---

---

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

---

---

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

---

---

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Brian Cunningham [BRIAN@DIALEDACIONSPOORTSTEAM.COM]

Dated: 02/21/2024 07:34:19 am

Title: President

**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 but 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2024

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).

PRODUCER McGowan Allied Specialty Insurance 20595 Lorain Rd Fairview Park OH 44126	CONTACT NAME: Lisa Cummings
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): 440-333-3214 E-MAIL ADDRESS: lcummings@mcgowanallied.com
INSURER(S) AFFORDING COVERAGE	
License#: 973 DIALACT-01	INSURER A : T.H.E. Insurance Company NAIC # 12866 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

INSURED  
 Dialed Action Sports Team, LLC  
 PO Box 595  
 Pittstown NJ 08867

**COVERAGES**

CERTIFICATE NUMBER: 1265757074

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP010923100	4/11/2024	4/11/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N <input type="checkbox"/> N / A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dates: TBD

Certificate Holder is included as an additional insured as required by written contract. It is further agreed that a waiver of subrogation applies in favor of the certificate holder as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County  
 1 West Street  
 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

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Certified: --

**E-126-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 17, 2024 3:35PM

**NIFS ID: CLPK24000009**

Capital:

Contract ID #: CQPK24000002-02

NIFS Entry Date: 05/31/2024

**Department: Parks**

Service: Tourism and Promotion

Term: from 01/01/2024 to 01/01/2027

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>RRDA LI, Inc.</b>	ID#: <b>841786574</b>
Main Address: <b>2 Garden Court Glen Head, NY 11545</b>	
Main Contact: <b>Jaime Hollander</b>	
Main Phone: <b>(646) 326-8993</b>	

<b>Department:</b>
Contact Name: <b>Darcy Belyea</b>
Address: <b>Administration Bldg. Eisenhower Park E. Meadow, NY 11554</b>
Phone: <b>(516) 572-0272</b>
Email: <b>ContractRoutingParks@nassaucountyny.gov</b>

**Contract Summary**

<p><b>Purpose:</b> RRDA has been providing marketing, tourism and promotion services for Nassau County since January 2024, which is why this Amendment is necessary. RRDA will promote the cultural and natural resources, attractions, and places of business within Nassau County, its Towns, and its Villages, and stimulate economic growth by attracting conventions, meetings, sporting events and visitors to Nassau County.</p>
<p><b>Procurement History:</b> RFP #PK0403-2320 issued on April 3, 2023</p>
<p><b>Description of General Provisions:</b> Amended Term: RRDA has been providing marketing, tourism and promotion services for Nassau County since January 2024, which is why this Amendment is necessary. RRDA will promote the cultural and natural resources, attractions, and places of business within Nassau County, its Towns, and its Villages, and stimulate economic growth by attracting conventions, meetings, sporting events and visitors to Nassau County.</p>

<b>Impact on Funding / Price Analysis:</b> None
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Method of Source Selection:</b> <input checked="" type="checkbox"/> Contract amendment, extension, or renewal Contract originally executed on: 04/17/2024 Original procurement method: RFP #0403-2320
<b>MWBE Participation:</b> <input checked="" type="checkbox"/> Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.] <input checked="" type="checkbox"/> Vendor will not require any subcontractors. Contractor is a (check all that apply): <input type="checkbox"/> MWBE <input type="checkbox"/> SDVOB
<b>Recommendation:</b> Approve as Submitted



## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	DE500	PKGGEN3110 DE500	02	\$0.01
<b>TOTAL</b>								<b>\$0.01</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$0.01</b>

## Routing Slip

Department			
NIFS Entry	Patti Buffolino	06/03/2024 12:29PM	Approved
NIFS Final Approval	Linda Barker	06/03/2024 12:40PM	Approved
Final Approval	Linda Barker	06/03/2024 12:40PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	06/04/2024 10:13AM	Approved
RE & Insurance Verification	Grady Farnan	06/04/2024 08:41AM	Approved
NIFS Approval	Mary Nori	06/07/2024 11:51AM	Approved
Final Approval	Mary Nori	06/07/2024 11:51AM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	06/03/2024 12:44PM	Approved
NIFA Approval	Irfan Qureshi	06/03/2024 01:20PM	Approved
Final Approval	Irfan Qureshi	06/03/2024 01:20PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/07/2024 04:05PM	Approved
DCE Compliance Approval	Robert Cleary	06/17/2024 12:40PM	Approved
Vertical DCE Approval	Arthur Walsh	06/17/2024 12:51PM	Approved
Final Approval	Arthur Walsh	06/17/2024 12:51PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/17/2024 02:10PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND RRDA, LI, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with RRDA, LI, Inc., to provide tourism promotion services, 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 said amendment to the agreement with RRDA, LI, Inc.

## AMENDMENT 1

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at 1150 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department") and RRDA, LI, Inc., having its principal office at 2 Garden Court, Glen Head, NY 11545 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to support programs and activities relevant to the enhancement of tourism in the County by providing grants to existing museums and cultural organizations located in the County for the expenses of on-going operating or program support; and

WHEREAS, the Department, with respect to the Contractor's request for funding had determined that funding was consistent with State 1202-q and would award funds to the Contractor in accordance with the terms and conditions in the Hotel/Motel Tax Grant Original Agreement (the "Original Agreement"); and

WHEREAS, the grant was awarded to the Contractor, on approval of the Nassau County Legislature, pursuant to contract CQPK24000002; and

WHEREAS, the Effective Date of the Original Agreement was the date it was executed by Nassau County (the "Original Effective Date"); and

WHEREAS, the term of the Original Agreement commenced on the date last executed by the parties (the "Original Commencement Date") and terminated on the third (3<sup>rd</sup>) anniversary of the Original Commencement Date (the "Original Term"); and

WHEREAS, the Original Effective Date and the Original Commencement Date were both April 17, 2024; and

WHEREAS, the County, the Department and the Contractor desire to amend the Original Effective Date and the Original Commencement Date due to the Contractor performing work for the County prior to both dates; and

WHEREAS, the County, the Department and the Contractor desire to amend the Original Term to commence and be effective on January 1, 2024.

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

1. Term. The term of the Agreement shall be amended to commence and be effective on January 1, 2024 and shall terminate on January 1, 2027, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for two (2) additional one (1) year terms on the same terms and conditions as stated herein, subject to the approval of the Department (the “Amended Term”).
  
2. Full Force and Effect. Except as expressly amended hereby, the Grant and all rights and obligations of the County and the Contractor thereunder shall remain in full force and effect. This Amendment shall not, except as expressly provided herein, constitute a waiver, amendment or modification of, or consent under, any other term or condition in the Grant and the parties hereto expressly reaffirm all of their respective obligations under the Grant, as amended hereby.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date on which this Amendment is last executed by the parties hereto.

RRDA, LI, INC.,

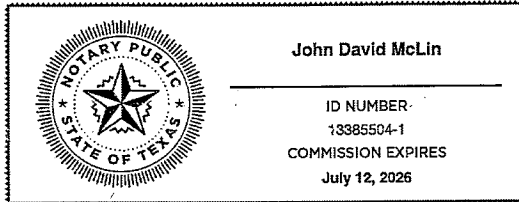
By: Jaime S. Hollander  
Name: Jaime Hollander  
Title: Owner/Managing Director  
Date: 05/31/2024

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Texas *JDM*  
~~STATE OF NEW YORK~~  
Collin *JDM*)ss.:  
~~COUNTY OF NASSAU~~

On the 31st day of May in the year 2024, before me personally came Jaime Lynn Hollander to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Owner/Managing Director of RRDA LI, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



*John David McLin*  
\_\_\_\_\_  
NOTARY PUBLIC

Electronically signed and notarized online using the Proof platform.

STATE OF NEW YORK)  
)ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: RRDA LI, Inc.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/2024 to 01/01/2027

Has work or services on this contract commenced? Yes

If yes, please explain: Contract in place since 4/17/24

4. Funding Source:

Table with funding source details: General Fund (GEN) X Grant Fund (GRT), Capital Improvement Fund (CAP) Other, Federal % 0, State % 0, County % 100

- Is the cash available for the full amount of the contract? Yes
If not, will it require a future borrowing? No
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:

RRDA has been providing marketing, tourism and promotion services for Nassau County since January 2024. which is why this Amendment is necessary. RRDA will promote the cultural and natural resources, attractions, and places of business within Nassau County, its Towns, and its Villages, and stimulate economic growth by attracting conventions, meetings, sporting events and visitors to Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

- Nassau County Attorney as to form Yes
Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

Table with 3 columns: Contract ID, Posting Date, Amount Added in 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 deliberations.**

IQURESHI

06/03/2024

**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 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.**



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 York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Jaime Hollander [JAIME@RRDALI.COM]

Dated: 04/19/2024 10:22:15 am

Vendor: RRDA LI, Inc.

Title: Owner & Managing Director

**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: Jaime Hollander  
Date of birth: 04/11/1982  
Home address: 2 GARDEN COURT  
City: GLEN HEAD State/Province/Territory: NY Zip/Postal Code: 11545  
Country: US

Business Address: RRDA LI, Inc.  
City: Glen Head State/Province/Territory: NY Zip/Postal Code: 11545  
Country: US  
Telephone: 6463268993

Other present address(es):  
City: Glen Head State/Province/Territory: NY Zip/Postal Code: 11545  
Country: US  
Telephone: 6463268993

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	<u>03/11/2019</u>	Secretary	_____
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.

Yes, I own 100% of RRDA

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.

I am part owner of Collab (EIN: 92-3034972). A digital marketing agency partnership.

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?

YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Jaime Hollander , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jaime Hollander , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

RRDA LI, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Jaime Hollander JAIME@RRDALI.COM

Owner & Managing Director

Title

06/11/2024 01:07:35 pm

Date

**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: 05/31/2024

1) Proposer's Legal Name: RRDA LI, Inc.

2) Address of Place of Business: 2 GARDEN COURT

City: GLEN HEAD State/Province/Territory: NY Zip/Postal Code: 11545

Country: US

Address: 5900 Balcones Dr. STE 100

City: Austin State/Province/Territory: TX Zip/Postal Code: 78731

Country: US

Start Date: 07/05/2022 End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Both If other, please provide details: \_\_\_\_\_

\_\_\_\_\_

4) Dun and Bradstreet number: 11-163-2039

5) Federal I.D. Number: 84-1786574

- 6) The proposer is a: Corporation (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 details:  
 Yes, RRDA has a partnership with a digital marketing agency called, Madcraft, which developed the brand Collab.
- 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, please provide details:  
 \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
 YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  
 \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
 YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets  
 \_\_\_\_\_
- 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, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 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, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 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?  
 YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action



taken.

[ ]

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[ ]

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?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[ ]

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[ ]

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[ ]

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[ ]

16) For the past (5) tax years, has this business 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?

YES [ ] NO [X] 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 and attach it to the questionnaire.

[ ]

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(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 exists

(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 exists

- 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.

RRDA has a strict code of ethics that includes identifying and disclosing any potential conflicts of interest to clients and stakeholders. To ensure the integrity of our work and the interests of the County are protected, we would establish protocols to ensure a conflict of interest would not exist. Additionally, we would conduct regular training sessions for our employees to ensure they are aware of our policies and procedures regarding conflicts of interest.

- A. 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.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

03/11/2019

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Jaime Hollander, 2 Garden Court, Glen Head, NY 11545, Owner & Managing Director

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Jaime Hollander, 2 Garden Court, Glen Head, NY 11545, Owner & Managing Director

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

10

- vi) Annual revenue of firm;

1450000

- vii) Summary of relevant accomplishments

Over the past decade, RRDA has supported the marketing efforts of numerous top-tier US corporations, such as Adobe, Indeed, Procter & Gamble, and Johnson & Johnson. Our content has been prominently showcased in acclaimed publications, including, Forbes, Harvard Business Review, Entrepreneur, and The Wall Street Journal.

- viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: MWBE\_CERTIFICATE\_OMA-23-019.PDF.pdf, WBENC Certification (2).pdf

B. Indicate number of years in business.

10

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We're a full-service content, creative, and marketing agency, powered by a diverse team of strategists, designers, marketers, and copywriters. With the experience to tackle some of the most complex, cross-channel campaigns – but still nimble enough to deliver fully customized service and support – we ensure our clients never get lost in the traditional agency shuffle. Because we've been there, done that, and we know it doesn't work.

With each project, we assemble a powerhouse team of in-house experts, ensuring you have everything you need to get the job done. Plus, with a dedicated project manager guiding your campaign, you'll always have a single point of contact streamlining content, creative, and communications.

Our team has spent decades in top media companies, global publishers, and cutting-edge agencies. We've launched hundreds of businesses and products, accelerating their growth and driving lasting success.

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	Accent Growth		
Contact Person	Mark Rider		
Address	601 South St		
City	Rensselaer	State/Province/Territory	NY
Country	US		
Telephone	(585) 507-1926		
Fax #			
E-Mail Address	mark@accentgrowth.com		

Company	Sitech Southeast		
Contact Person	Guy Chason		
Address	5410 Burr Oak		
City	Houston	State/Province/Territory	TX
Country	US		
Telephone	(713) 460-7259		
Fax #			
E-Mail Address	gchason@sitech-setx.com		

Company	Swift Financial Services		
Contact Person	Sam Lanasa		
Address	25 Lewis Lane		
City	Fair Haven	State/Province/Territory	NJ
Country	US		
Telephone	(817) 307-0208		
Fax #			
E-Mail Address	sam@365fitnessgroup.com		

I, Jaime L Hollander , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jaime L Hollander , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: RRDA LI, Inc.

Electronically signed and certified at the date and time indicated by:  
Jaime L. Hollander JAIME@RRDALI.COM

Owner & Managing Director  
Title

01/08/2024  
Date

**Bruce A. Blakeman**  
County Executive

**County of Nassau**  
**Office of Minority Affairs**

*Hereby Grants Certification to:*

**RRDALL, Inc.**

*This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).*

*This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.*

*Certification Number:*

**OMA-23-019**

*Expiration Date:*

**02/08/2026**

**02/08/2023**

Date

***Lionel J. Chitty***

Lionel J. Chitty, Executive Director



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

RRDALI, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: August 3, 2022  
Expiration Date: August 3, 2023  
WBENC National Certification Number: WBE2201867

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY



NAICS: 541810  
UNSPSC: 55101515



COUNTY OF NASSAU

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

1. Name of the Entity: RRDA LI, Inc.

Address: 2 Garden Court

City: Glen Head State/Province/Territory: NY Zip/Postal Code: 11545

Country: US

2. Entity's Vendor Identification Number: 841786574

3. Type of Business: Other (specify) Corporation

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):

1 File(s) uploaded: Vendor Form4.xlsx

First Name	<u>Jalme</u>		
Last Name	<u>Hollander</u>		
MI	<u>L</u>	Suffix	
Address	<u>2 Garden Court</u>		
City	<u>Glen Head</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11545</u>
Country	<u>US</u>		
Position	<u>Owner &amp; Managing Director</u>		

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.

If none, explain.

Jaime Hollander, 2 Garden Court, Glen Head, NY 11545

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the

performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

2 Garden Court

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Jaime Hollander [JAIME@RRDALI.COM]

Dated: 06/11/2024 01:10:31 pm

Title: Owner & Managing Director



**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 but 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER: World Insurance Associates, LLC; CONTACT NAME: Nancy Volpe; PHONE: (973) 912-5043 1468; E-MAIL ADDRESS: nancyvolpe@worldinsurance.com; INSURER(S): Hartford Underwriters Insurance Company; NAIC #: 30104

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Parks, Recreation & Museums
1889 Hempstead Turnpike
East Meadow, NY 11554

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

Signature of authorized representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2023

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).

<b>PRODUCER</b> WORLD INSURANCE ASSOCIATES LLC 13654237 100 WOOD AVE S 4TH FL ISELIN NJ 08830	<b>CONTACT NAME:</b>	
	PHONE (732) 380-0900	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Underwriters Insurance Company	NAIC# 30104
	INSURER B : Hartford Accident and Indemnity Company	22357
<b>INSURED</b> RRDA LI, LLC 2 GARDEN CT GLEN HEAD NY 11545-1580	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		13 SBA AT0KVU	06/21/2023	06/21/2024	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			13 SBA AT0KVU	06/21/2023	06/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB			13 SBA AT0KVU	06/21/2023	06/21/2024	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE						AGGREGATE \$1,000,000
	DED    RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	13 WEC AE7CBN	12/13/2023	12/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

<b>CERTIFICATE HOLDER</b> Nassau County 1550 FRANKLIN AVE MINEOLA NY 11501	<b>CANCELLATION</b> 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 <i>Susan S. Castaneda</i>

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

December 28, 2023

Nassau County  
1550 FRANKLIN AVE  
MINEOLA NY 11501

**Account Information:**

<b>Policy Holder Details :</b>	<b>RRDA LI, LLC</b>
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**Contact Us**

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**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Nassau County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department") and (ii) **RRDA, LI, Inc.**, having its principal office at 2 Garden Court, Glen Head, NY 11545 (the "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; and

WHEREAS, pursuant to Title 24(4) of the Nassau County Miscellaneous Laws, the County of Nassau shall enter into a contract with a tourism promotion agency to administer programs designed to develop, encourage, solicit and promote convention business and tourism within the county. The promotion of convention business and tourism shall include any service, function or activity, whether or not performed, sponsored or advertised by the tourism promotion agency with the intent to attract transient guests to the county; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals # **PK0403-2320**, issued on April 3, 2023; and

WHEREAS, the Contractor was selected, based upon the view that the Contractor is well-qualified to develop, facilitate, improve, and enhance the public use and enjoyment of Nassau County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

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

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

1. Term. This Agreement shall commence on the date last executed by the parties (the "Commencement Date") and shall terminate on the third (3rd) anniversary of the Commencement Date, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for two (2) additional one (1) year terms on the same terms and conditions as stated herein, subject to the approval of the Department.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of :

A. Contractor Responsibilities

(a) The County engages the Contractor to market, develop and administer program and sales strategies designed to encourage, attract, solicit, and promote meetings, convention business, tourism and sporting events within Nassau County ("Services").

Such programs shall include, but not be limited to, the following:

- (i) Promoting the cultural and natural resources, attractions, and places of business within Nassau County, its Towns, and its Villages, and stimulating economic growth by attracting conventions, meetings, sporting events and visitors to Nassau County. Special emphasis should be made on promoting Nassau County as an overnight destination for both national and international travelers and business groups.
- (ii) The development and execution of an annual marketing and advertising program designed to solicit conventions, meetings, sporting events, tour groups, and individual visitors to Nassau County.
- (iii) Producing, Distributing, and evaluating, on an annual basis, the collateral materials for visitor containing information about area hotels, restaurants, attractions, shopping activities and visitor services. Contract shall consult with County and submit copy to County for review and comment prior to submitting editorial materials for publication.
- (iv) Maintaining a website to promote County activities, or work with the County to provide content for the existing Nassau County website ([www.nassaucountyny.gov](http://www.nassaucountyny.gov)). County shall have input into content of website to ensure that all County facilities and activities are properly listed and receive proper exposure.
- (v) At the discretion of the County, the Contractor may be asked to develop, provide content for, and maintain a story-telling app platform that serves as a guide to the amenities of Nassau County. An option exists for the Contractor to contract with a vendor to develop and administer same, at the discretion of the County with permission not to be unreasonably withheld.

(b) In addition to the foregoing, the Contractor shall perform such Services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement.

(c) The Contractor shall comply with any and all legal requirements imposed upon contact agencies that do business with the County of Nassau.

## B. Marketing Strategy and Plan; Budget

- (a) The Contractor shall provide to the County, within ninety (90) days of the execution of this Agreement and thereafter no later than ninety (90) days before the end of each calendar year during the contract term, an up to date "Marketing Plan". As used in this agreement, the term "Marketing Plan" shall mean a document that includes the following information: (i) mission statement and goals; (ii) organizational chart (iii) services summary; (iv) marketing and sales plan strategy and goals ; (v) fundraising strategy and goals; (vi) operating procedures; (vii) personnel plan; (ix) insurance summary; and (x) profit and loss statement; (xi) cash flow analysis (xii) balance sheet; and (xiii) any other relevant material used by the Contractor to perform the duties under this contract.
- (b) The Contractor shall provide to the Department, on an annual basis and on such date as specified by the Department, a copy of its Annual Budget. Revisions to the Budget shall also be provided to the Department on such a date as specified by the Department. The submission of the Contractor to the Department of such Budget, as well as any revisions to the Budget, shall include category detail.

### 3. Payment.

(a) Amount of Consideration. (i) The County shall pay to the Contractor sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of twenty-five percent (25%) of the tax receipts received by the County under the hotel-motel tax occupancy law. Said receipts received by the County in each calendar quarter year, shall be paid to the Contractor within thirty (30) days after the end of said calendar quarter year. Such receipts shall be used by the Contractor solely for the performance of the Services described herein.

(b) It is expressly agreed that the total payment to the Contractor is limited to the actual collection of receipts and shall include a pro rata portion of the penalties or interest which may be collected by the County for noncompliance with the local law.

The Contractor shall submit its invoice and voucher for payment pursuant to subsection (c) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(c) Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers 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").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more

frequently than once a month.

(e) 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.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, 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 Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach



from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired by Contractor in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the

Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor 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 Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any reckless acts or omissions of the Contractor or a Contractor Agent, due to gross 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's 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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (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" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (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, and is customarily carried by a Contractor performing similar duties.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "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.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's 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 Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor 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 Contractor'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.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor 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 Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller (during reasonable business hours and with reasonable notice), 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. Limitations on Actions and Special Proceedings against the County. 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. 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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) \$0-\$10,000	\$0
(b) Over \$10,000-\$50,000	\$160
(c) Over \$50,000-\$100,000	\$266
(d) Over \$100,000	\$533

20. 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, third party approvals and other governmental 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.

22. Counterpart Execution. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

23. Data Breach:

- a. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
  - i. Date and time of the breach;
  - ii. Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
  - iii. The nature and extent of the breach;
  - iv. The Contractor's proposed plan to investigate and remediate the breach.
- b. Upon discovery by the Contractor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- c. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.
- d. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

RRDA, LI INC.

By: Jaime L. Hollander

Name: Jaime L. Hollander

Title: Owner & Managing Director

Date: 01/05/2024

NASSAU COUNTY

By: 

Name: ARTHUR T. WALSH

**Chief Deputy County Executive**

Title: County Executive

Deputy County Executive

Date: 4-17-24

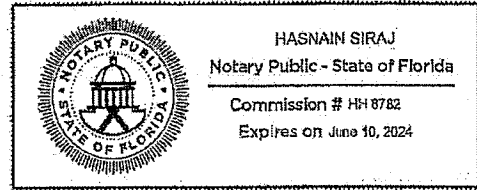
PLEASE EXECUTE IN BLUE INK

HS Florida  
STATE OF NEW YORK)  
HS Duval )ss.:  
COUNTY OF NASSAU)

On the 5<sup>th</sup> day of January in the year 20<sup>24</sup> before me personally came  
Jaime L Hollander to me personally known, who, being by me duly sworn, did depose and  
say that he or she resides in the County of NASSAU; that he or she is the  
Owner of RRDA LI INC, the corporation described herein and  
which executed the above instrument; and that he or she signed his or her name thereto by authority  
of the board of directors of said corporation. ID presented is DRIVER LICENSE

NOTARY PUBLIC  
Hasnain Siraj

*Hasnain Siraj*



Notarized online using audio-video communication

STATE OF NEW YORK)  
)ss.:  
COUNTY OF NASSAU)

On the 17 day of April in the year 20<sup>24</sup> before me personally came  
Arthur J Walsh to me personally known, who, being by me duly sworn, did depose and  
say that he or she resides in the County of Nassau; that he or she is the County Executive  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

NOTARY PUBLIC

*Tricia F. Formato*

TRICIA F. FORMATO  
Notary Public, State of New York  
No. 01FO6261797  
Qualified in Nassau County  
Commission Expires May 14, 20<sup>24</sup>

**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 Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such

action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



**Appendix L**  
**Certificate of Compliance**

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

1. The chief executive officer of the Contractor is:

Jaime L Hollander \_\_\_\_\_ (Name)  
2 Garden Court, Glen Head NY 11545 \_\_\_\_\_ (Address)  
646-326-8993 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has  has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has  has not been commenced against or relating to the

Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Contractor 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.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

01/05/2024

Dated \_\_\_\_\_

*Jaime L. Hollander*

Signature of Chief Executive Officer

Jaime L. Hollander

Name of Chief Executive Officer

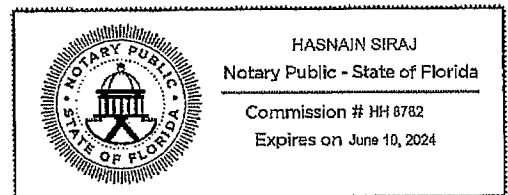
State of Florida, County of Duval

Sworn to before me this

5th day of January, 20<sup>24</sup> Signed By Jaime L. Hollander ID presented is DRIVER LICENSE

*Hasnain Siraj*

Notary Public Hasnain Siraj



Notarized online using audio-video communication



Certified: --

**E-127-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 17, 2024 3:40PM

**NIFS ID: CLPK24000008**

Capital:

Contract ID #: CQPK23000017-04

NIFS Entry Date: 05/23/2024

**Department: Parks**

Service: Promoter/Entertainment

Term: from 06/13/2023 to 06/12/2026

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>Brian Rosenberg New York</b>	ID#: <b>264363548</b>
Main Address: <b>600 Broadhollow Rd Melville, NY 11747</b>	
Main Contact: <b>Brian Rosenberg</b>	
Main Phone: <b>(516) 639-1030</b>	

<b>Department:</b>
Contact Name: <b>Darcy Belyea</b>
Address: <b>Administration Bldg. Eisenhower Park E. Meadow, NY 11554</b>
Phone: <b>(516) 572-0272</b>
Email: <b>contractroutingparks@nassaucountyny.gov</b>

**Contract Summary**

<b>Purpose:</b> Amendment Payment Section 3. The maximum amount to be paid to the Contractor as full consideration for services only for Year 2 of this agreement shall not exceed \$800,000.00 for June 13, 2024, through June 12, 2025. The total amount to be paid under this contract shall not exceed \$2.4M which includes an additional two (2) one (1) year terms, if exercised.
<b>Procurement History:</b> RFP #PK0410-2322 dated April 10, 2023
<b>Description of General Provisions:</b> Amendment Payment Section 3. The maximum amount to be paid to the Contractor as full consideration for services only for Year 2 of this agreement shall not exceed \$800,000.00 for June 13, 2024, through June 12, 2025. The total amount to be paid under this contract shall not exceed \$2.4M which includes an additional two (2) one (1) year terms, if exercised.
<b>Impact on Funding / Price Analysis:</b> None-Hotel/Motel Tax Grant Program. \$400,000.00 has already been encumbered for the

period June 13, 2024-

June 12, 2025. This additional \$200,000.00 is a partial encumbrance of the total of \$800,000.00 for this time period.

**Change in Contract from Prior Procurement:** n/a

**Method of Source Selection:**

Contract amendment, extension, or renewal

Contract originally executed on: 07/19/2023

Original procurement method: This is an amendment within the scope of the contract.

**MWBE Participation:**

Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

**If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:**

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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

**Recommendation:** Approve as Submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3180	DE	PKGGEN3180	DE500	PKGGEN3180 DE500	04	\$200,000.00
							<b>TOTAL</b>	<b>\$200,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$200,000.00
<b>Total</b>	<b>\$200,000.00</b>

# Routing Slip

Department			
NIFS Entry	Patti Buffolino	05/24/2024 09:44AM	Approved
NIFS Final Approval	Linda Barker	05/24/2024 05:10PM	Approved
Final Approval	Linda Barker	05/24/2024 05:10PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/31/2024 10:56AM	Approved
RE & Insurance Verification	Grady Farnan	05/28/2024 08:41AM	Approved
NIFS Approval	Mary Nori	06/03/2024 04:15PM	Approved
Final Approval	Mary Nori	06/03/2024 04:15PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	05/28/2024 09:27AM	Approved
NIFA Approval	Irfan Qureshi	05/28/2024 01:00PM	Approved
Final Approval	Irfan Qureshi	05/28/2024 01:00PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/03/2024 05:09PM	Approved
DCE Compliance Approval	Robert Cleary	06/03/2024 05:09PM	Approved
Vertical DCE Approval	Arthur Walsh	06/17/2024 10:06AM	Approved
Final Approval	Arthur Walsh	06/17/2024 10:06AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/17/2024 03:25PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND BRIAN ROSENBERG NY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Brian Rosenberg NY, Inc., to provide entertainment promotion services, 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 said amendment to the agreement with Brian Rosenberg NY, Inc.

## AMENDMENT NO.1

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), 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, New York 11554 (the "Department" or "Parks"), and **Brian Rosenberg NY Inc.**, having its principal office at 600 Broadhollow Road, Melville, New York 11747 (the "Contractor" or "Promoter").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPK23000017 between the County and the Contractor, executed on behalf of the County on July 19, 2023 (the "Original Agreement"), the Contractor performs certain services for the County more fully described in the Original Agreement (the "Services"); and

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; and

WHEREAS, in order to provide entertainment for the residents of the County, the Department issued RFP #PK0410-2322, on April 10, 2023, for promoters and/or booking agents; and

WHEREAS, the Term of the Original Agreement is from June 13, 2023 through June 12, 2026 ("Original Term Year One," "Original Term Year Two" and "Original Term Year Three" respectively); and may be extended for an additional two (2) one (1) year terms ("Extended Term Year One" and "Extended Term Year Two" respectively) on the same terms and conditions, subject to the approval of the Department (collectively the "Total Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Thousand Dollars (\$400,000.00) per year for the Total Term of this Agreement, for a total potential maximum contract value of Two Million Dollars (\$2,000,000.00) (the "Maximum Amount"); and

WHEREAS, the parties are desirous of increasing the Maximum Amount of the Original Agreement to Eight Hundred Thousand Dollars (\$800,000.00) for Original Term Year Two, for a total potential maximum contract value of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the "Maximum Amount").

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

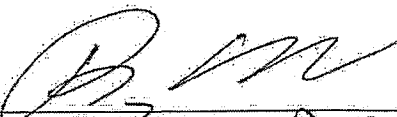


1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Thousand Dollars (\$400,000.00) for Original Term Year Two, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Thousand Dollars (\$800,000.00) for Original Term Year Two and Four Hundred Thousand Dollars (\$400,000.00) per year for Original Term Year One, Original Term Year Three, Extended Term Year One and Extended Term Year Two, for a total potential maximum contract value of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BRIAN ROSENBERG NY, INC.

By:   
Name: Brian Rosenberg  
Title: President  
Date: 5/22/24

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

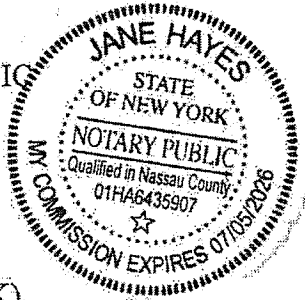
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22 day of MAY in the year 2024 before me personally came Brian Rosenberg to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Brian Rosenberg NY, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



A handwritten signature in black ink, appearing to be "Jane Hayes", written over a horizontal line.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Permittee is:  
Brian Rosenberg  
(Name)

508 Mitchell Field Way Garden City NY (Address)  
11530  
516.639.1030 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee \_\_\_\_\_ has  has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has  has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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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.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/20/24  
Date

*BR*

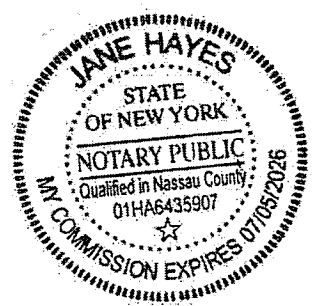
Signature of Chief Executive Officer

Brian Rosenberg

Name of Chief Executive Officer

Sworn to before me this  
22<sup>nd</sup> day of May, 2024.

*[Signature]*  
Notary Public





Nassau County Interim Finance Authority

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

**1. Vendor: Brian Rosenberg New York**

**2. Amount requiring NIFA approval: \$400,000.00**

**Amount to be encumbered: \$200,000.00**

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: 06/13/2023 to 06/12/2026**

Has work or services on this contract commenced? Yes

If yes, please explain: On-going contract since 06/2023

**4. Funding Source:**

General Fund (GEN)

Capital Improvement Fund (CAP)

Grant Fund (GRT)

Other X

Hotel/Motel Tax Grant Program

Federal % 0

State % 0

County % 0

Other % 100

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? No

Has NIFA approved the borrowing for this contract? No

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

Amendment Payment Section 3. The maximum amount to be paid to the Contractor as full consideration for services only for Year 2 of this agreement shall not exceed \$800,000.00 for June 13, 2024, through June 12, 2025. The total amount to be paid under this contract shall not exceed \$2.4M which includes an additional two (2) one (1) year terms, if exercised.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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**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.**

IQURESHI

05/28/2024

**Authenticated User**

**Date**

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**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**

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**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 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.**



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 York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Brian Rosenberg [BRIAN@BRIANROSENBERGNY.COM]

Dated: 01/12/2024 02:24:30 pm

Vendor: Brian Rosenberg NY, Inc.

Title: President



**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: Brian Rosenberg  
 Date of birth: 11/29/1964  
 Home address: 508 Mitchell Field Way

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
 Country: US

Business Address: 600 Broadhollow Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11530  
 Country: US  
 Telephone: 516.639.1030

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/06/2009</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES  NO  If Yes, provide details.

100% owner

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 notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

25% owner of LaPlace Inc.

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?

YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Rosenberg , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Rosenberg , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Brian Rosenberg NY, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Brian Rosenberg BRIAN@BRIANROSENBERGNY.COM

President

Title

01/12/2024 02:30:42 pm

Date

**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: 05/01/2024

1) Proposer's Legal Name: Brian Rosenberg NY Inc.

2) Address of Place of Business: 600 Broadhollow Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Address: 320 Endo Blvd

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

Start Date: 01/01/2009 End Date: 01/20/2023

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities?  Rent  If other, please provide details:

4) Dun and Bradstreet number: 008113554

5) Federal I.D. Number: 264363548

- 6) The proposer is a: Sole Proprietorship (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 details:  
 \_\_\_\_\_
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
 YES [ ] NO [X] If yes, please provide details:  
 \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
 YES [ ] NO [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 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?  
 YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

[Empty response box]

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

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?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

[Empty response box]

16) For the past (5) tax years, has this business 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?

YES [ ] NO [X] 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 and attach it to the questionnaire.

[Empty response box]

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(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 Exists

(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 Exists

- 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.

Should a conflict arise we will notify the county and adhere to their guidelines

- A. 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.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

02/06/2009

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Brian Rosenberg  
508 Mitchell Field Way  
Garden City 11530

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Brian Rosenberg  
President  
600 Broadhollow Road  
Melville NY 11747

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1

- vi) Annual revenue of firm;

750000

- vii) Summary of relevant accomplishments

1 File(s) uploaded: BRNY Bio (1).docx

- viii) Copies of all state and local licenses and permits.



B. Indicate number of years in business.  
14

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
Brian Rosenberg, President has been in the promoting, Entertainment and Hospitality business for 40 years

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 Live Nation Manhattan  
Contact Person Dianne Marino  
Address 430 W 15th St  
City New York State/Province/Territory NY  
Country US  
Telephone (917) 842-8912  
Fax #  
E-Mail Address diannemarino@livenation.com

Company Town of Hempstead  
Contact Person Christopher Cianciulli  
Address 1 Washington St  
City Hempstead State/Province/Territory NY  
Country US  
Telephone (516) 312-4588  
Fax #  
E-Mail Address ccc5150@aol.com

Company Town of Oyster Bay  
Contact Person Brian Nevin  
Address 54 Audrey Ave  
City Oyster Bay State/Province/Territory NY  
Country US  
Telephone (516) 225-6668  
Fax #  
E-Mail Address briannevin@aol.com

I, Brian Rosenberg, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Rosenberg, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: Brian Rosenberg NY Inc.

Electronically signed and certified at the date and time indicated by:  
Brian Rosenberg BRIAN@BRIANROSENBERGNY.COM

President  
Title

05/23/2024  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Brian Rosenberg NY Inc.

Address: 600 Broadhollow Rd.

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 26-4363548

3. Type of Business: Other (specify) S-Corp

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):

First Name Brian  
Last Name Rosenberg  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 508 Mitchell Field Way  
City Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country US  
Position President

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.

If none, explain.

First Name Brian  
Last Name Rosenberg  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 508 Mitchell Field Way  
City Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country US

Position

President

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Brian Rosenberg [BRIAN@BRIANROSENBERGNY.COM]

Dated: 01/12/2024 02:32:22 pm

Title: President

**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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2024

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).

<b>PRODUCER</b> VENBROOK INSURANCE SERVICES/PHS 72253306 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730      FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC# INSURER A : Hartford Underwriters Insurance Company      30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		72 SBM BE6NRF	03/15/2024	03/15/2025	EACH OCCURRENCE      \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$4,000,000 PRODUCTS - COMP/OP AGG      \$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured Nassau County By Contract Endorsement, Form SL 30.32. RE: Event(s) and Date(s): yearly Location: Nassau County Parks or locations as determined by the Department 8

<b>CERTIFICATE HOLDER</b> County of Nassau 1550 FRANKLIN AVE MINEOLA NY 11501-4801	<b>CANCELLATION</b> 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 <i>Susan S. Castaneda</i>
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY VENBROOK INSURANCE SERVICES/PHS		NAME OF INSURED BRIAN ROSENBERG NY INC. 600 BROADHOLLOW RD MELVILLE NY 11747-5016	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Business Liability Coverage Part includes The Certificate holder, Nassau County, is included Blanket Additional Insured By Contract Endorsement, Form SL 30.32. RE: Events and Dates: Yearly Location: Nassau County Parks or locations as determined by the Department

## 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" or "Parks"), and **Brian Rosenberg NY Inc.**, having its principal office at 600 Broadhollow Road, Melville NY 11747 (the "Contractor" or "Promoter").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-g 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; and

WHEREAS, in order to provide entertainment for the residents of the County, the Department issued RFP #PK0410-2322, on April 10, 2023, for promoters and/or booking agents; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

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

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 June 13, 2023 and shall terminate on June 12, 2026, unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this agreement, on the same terms and conditions, for two (2) one (1) year period(s).

2. Services.

(a) The Promoter is hereby retained by the County to obtain and promote bands, musical entertainers and/or other entertainers ("Entertainment") on behalf of the Department.

(b) The Department and Contractor shall mutually agree, in writing, upon the Entertainment selected, the amount to be paid respecting any Entertainment, and the location and dates of the Entertainment's performance(s) on a continuing and regular basis throughout the term of this Agreement. The Contractor shall book



no Entertainment without prior Parks' approval. This approval shall include whether the County provides venue stage, lighting and/or sound for the Entertainment.

- (c) The Promoter shall be responsible, at its own cost and expense, for all advance payments and post-performance payments, as required by booked talent, and supplying all hotel rooms, airfare, ground transportation, the band(s), the Promoters' set-up, and breakdown for any and all Entertainment booked on behalf of the Department. Breakdown shall commence immediately after the completion of the performance. (Percentage fee shall not apply to costs and expenses.)
- (d) At least ten (10) days prior to any performance by any Entertainment, the Promoter shall provide to the Department the Program's complete production details and stage plot.

### 3. Payment.

a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00) per year of this Agreement, for a total potential maximum contract value not to exceed **Two Million (\$2,000,000.00) Dollars**. This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- i. Payment shall be contingent upon submission of written proof of booking of each Entertainment (i.e., an offer sheet signed by both the Promoter and the Entertainment's agent or representative), no later than thirty (30) days prior to the performance date.
- ii. The lump sum payment for each booked Entertainment shall be payable to the Promoter within thirty (30) days after the completion of the performance and upon submission by the Promoter of an invoice that indicates only the total package price for the booked Entertainment, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.
- iii. The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Entertainment; (b) assisting the County with promotional services respecting the performances, (c) payment of said Entertainment, (d) set-up, including but not limited to the Full Concert Rider, setup for the Event and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

b. Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers 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 Promoter 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 Promoter received notice that the County did not desire to receive such services.
4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
6. Compliance with Law.
- a. Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, 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 Promoter of such

request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

- c. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- d. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- e. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- f. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
- i. The Contractor has been provided a copy of the Nassau County Vendor

Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

- ii. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- iii. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- iv. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- v. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
- vi. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
- vii. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

7. Minimum Service Standards. Regardless of whether required by Law:

- a. The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b. The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

- a. The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or

in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- b. The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- c. The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- d. The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.
- e. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

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

**Brian Rosenberg NY Inc.**  
Attn: Brian Rosenberg, President  
600 Broadhollow Road  
Melville NY 11747

**Description of Operations:**

The Certificate holder, Nassau County, is included as an Additional Insured  
Event(s) and Date(s): yearly  
Location: Nassau County Parks or locations as determined by the Department

**Certificate Holder:**  
County of Nassau  
1550 Franklin Avenue  
Mineola, New York 11501

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

(e) **WORKERS' COMPENSATION:** In the event that the Permittee engages, or intends to engage employees for the use, maintenance or repair of the permitted area covered by this Permit, Permittee will furnish a certificate of current Worker's Compensation insurance to cover all such personnel.

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. **Termination.**

a. **Generally.** This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "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.

b. **By the Promoter.** This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the

notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- c. **Assistance Upon Termination.** In connection with the termination or impending termination of this Agreement the Promotor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Promotor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. **Accounting Procedures; Records.** The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- a. **Notice.** At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

- b. **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. **Work Performance Liability.** The Promoter is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work



contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue: Governing Law: Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices: Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

- a. in writing,
- b. delivered or sent
  - i. by hand delivery, evidenced by a signed, dated receipt,
  - ii. postage prepaid via certified mail, return receipt requested, or
  - iii. overnight delivery via a nationally recognized courier service,
  - iv. 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
    1. if to the Department, to the attention of the Commissioner at the address specified above for the Department,
    2. if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
    3. if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
    4. if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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.
- d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) \$0-\$10,000	\$0
(b) Over \$10,000-\$50,000	\$160
(c) Over \$50,000-\$100,000	\$266
(d) Over \$100,000	\$533

20. Streaming Video. The Promoter and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream any Entertainment live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

- a. The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Entertainment should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Entertainment 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 Entertainment. In the event the Entertainment is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Entertainment, the Promoter shall be paid in-full, provided the Entertainment was willing and able to perform, appeared at the sound check and at the venue at least one hour prior to the scheduled start time on the date that the Entertainment is being cancelled.
- b. The Promoter grants the Department a limited, non-exclusive, license to use the Entertainment's and/or the Promoter'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 Entertainment's and/or the Promoters' own promotion and advertisement of the Entertainment. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

- c. Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.
- d. The Promoter represents and warrants that it is the authorized agent for the Entertainment and has the authority to enter into this Agreement on the behalf of the Entertainment and agrees that as the authorized agent, by executing this Agreement, the Promoter shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Promoter.
- e. Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.
- f. The Promoter shall make Entertainment available for photographs prior to the performance, as well as a Meet-and-Greet with up to six (6) County Officials.
- g. All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Entertainment. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.
- h. All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

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

22. 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.


23. Counterpart Execution. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

24. Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

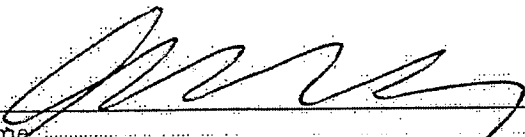
{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

**BRIAN ROSENBERG NY INC.**

By:   
Name: Brian Rosenberg  
Title: owner  
Date: 6/5/23

**NASSAU COUNTY**

By:   
Name: \_\_\_\_\_  
Title: County Executive  
 Deputy County Executive  
**ARTHUR T. WALSH**  
Date: 7-19-23  
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK



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:

Brian Rosenberg (Name)  
508 Mitchell Field Way, Garden City 11530 (Address)  
516-639-1030 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee \_\_\_\_\_ has  has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has  has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/5/23

Dated



Signature of Chief Executive Officer

Brian Rosenberg

Name of Chief Executive Officer

Sworn to before me this

5<sup>th</sup> day of June, 2023.

Rachel Cusack

Notary Public

RACHEL CUSACK  
NOTARY PUBLIC STATE OF NEW YORK  
NASSAU COUNTY  
LIC. # 01CU6322439  
COMM. EXP. April 6, 2027



## Appendix EE

### 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 Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty

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

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards.

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor

shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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



Certified: --

**E-128-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE  
LEGISLATURE JUNE 17, 2024 5:25PM

**NIFS ID: CQPK24000012**

Capital:

Contract ID #: CQPK24000012

NIFS Entry Date: 05/24/2024

**Department: Parks**

Service: Sponsorship for summer concerts and entertainment

Term: from 06/13/2024 to 09/30/2024

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>NYU Langone Hospitals</b>	ID#: <b>133971298</b>
Main Address: <b>550 First Avenue New York, NY 10016</b>	
Main Contact: <b>Christine Beeby</b>	
Main Phone: <b>(917) 587-9072</b>	

<b>Department:</b>
Contact Name: <b>Darcy Belyea</b>
Address: <b>Administration Bldg. Eisenhower Park E. Meadow, NY 11554</b>
Phone: <b>(516) 572-0272</b>
Email: <b>Contractroutingparks@nassaucountyny.gov</b>

**Contract Summary**

**Purpose:** The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2024. The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.

**Procurement History:** Sponsorship Agreement

**Description of General Provisions:** The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2024. The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through

all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.

**Impact on Funding / Price Analysis:** None – Revenue Contract – PKGEN3110 - \$300,000.00

**Change in Contract from Prior Procurement:** n/a

**Method of Source Selection:**

Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: Sponsorship

Sole Source

Notice of Intent advertised in: Other Sponsorship Agreement

Advertised On: 05/22/2024

# of Responses to Notice of Intent received: 1

**MWBE Participation:**

Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

**Recommendation:** Approve as Submitted



# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	DE500	PKGGEN3110 DE500	01	\$0.01
<b>TOTAL</b>								<b>\$0.01</b>

Additional Info	
Blanket Encumbrance	
Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$0.01</b>

# Routing Slip

Department			
NIFS Entry	Patti Buffolino	06/17/2024 03:51PM	Approved
NIFS Final Approval	Linda Barker	06/17/2024 03:55PM	Approved
Final Approval	Linda Barker	06/17/2024 03:55PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	06/17/2024 05:06PM	Approved
RE & Insurance Verification	Grady Farnan	06/17/2024 04:08PM	Approved
NIFS Approval	Mary Nori	06/17/2024 05:09PM	Approved
Final Approval	Mary Nori	06/17/2024 05:09PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	06/17/2024 03:58PM	Approved
NIFA Approval	Christopher Nolan	06/17/2024 04:10PM	Approved
Final Approval	Christopher Nolan	06/17/2024 04:10PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/17/2024 05:16PM	Approved
DCE Compliance Approval	Robert Cleary	06/17/2024 05:16PM	Approved
Vertical DCE Approval	Arthur Walsh	06/17/2024 05:20PM	Approved
Final Approval	Arthur Walsh	06/17/2024 05:20PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/17/2024 05:21PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPONSORSHIP AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION, & MUSEUMS, AND NYU LANGONE HOSPITALS.

WHEREAS, the County negotiated a sponsorship agreement with NYU Langone Hospitals to promote the Nassau County’s Summer Concerts and Movies Series for 2024, 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 NYU Langone Hospitals.

REDACTED

SPONSORSHIP, USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT and the Rider (this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto by and between the **County of Nassau**, 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 **NYU Langone Hospitals** located at 550 First Avenue - HCC 15, New York, NY, United States, 10016 (the "Sponsor" and/or "Permittee" or "NYU LANGONE" or "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of seeking a sponsor for the Department's Summer Concert Series at the Lakeside Theatre in Eisenhower Park in East Meadow, New York;

WHEREAS, the Sponsor is desirous of using, occupying certain County Park property and, advertising, promoting and marketing the Department's Summer Concert and Movie Series and its company;

WHEREAS, Sponsor and the County are desirous of entering into an agreement pursuant to which Sponsor shall be the Title Sponsor of the Summer Concert and Movies Series (the "Event(s)", including using, occupying certain County Park property and, advertising, promoting and marketing;

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by Permittee, will not interfere with the use of the Premises and/or Park Property and facilities by the public or by the agents, servants and/or employees of the County; and

WHEREAS, Permittee is willing to abide by and carry out the conditions and regulations of this Permit which shall not be considered a lease, but merely a license, revocable on notice; and

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

1. The Event(s). The Event(s) includes the County's concerts and summer entertainment series during the months of June, July, August, and September in the year 2024 (the "Event(s)"). An outline of the proposed schedule for 2024 is attached as **Appendix A**. Appendix A schedule may be subject to change based on weather events, and at the sole discretion of the Department
  - a. Excluded Events: The TD Bank's Celebrate America Fireworks and Show on July 3, 2024 with a rain date of July 5, 2024 is not included in the definition of Event(s) covered under this Agreement. Department reserves the right to add future

events to Appendix A. It will be the sole discretion of the Department whether such events are covered under this agreement.

2. **Term.** This Agreement shall commence on June 13, 2024, subject to the mutual execution by the Parties of this Agreement, and terminate on September 30, 2024, unless sooner terminated in accordance with the provisions of this Agreement (the "Term").
3. **Title Sponsorship.** Subject to the terms and conditions set forth herein, the County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor ("Title Sponsorship") for the Summer Concerts and Movies Series for 2024, with the exception of the TD Bank's Celebrate America Fireworks and Show on July 3, 2024 with a rain date of July 5, 2024. The County hereby grants to Sponsor the right to identify itself as the "Official Sponsor of the Summer Concert and Movie Series" in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. Sponsor's signage shall be removed for the TD Bank's Celebrate America Fireworks and Show on July 3, 2024 or July 5, 2024 and immediately put back in place in time for the next July event at Lakeside Theatre.
4. **Sponsorship Fee.** In consideration of the Title Sponsorship rights granted hereunder, Sponsor agrees to pay to the County a sponsorship fee of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**. Payment of the sponsorship fee of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS** must be made payable to: "The Treasurer of Nassau County". The payment shall be made promptly and in full no later than forty-five (45) days from receipt of the invoice by Sponsor.
5. **Sponsorship Rights and Obligations.**

(a) **Sponsor Obligations.** In addition to the sponsorship fees, Sponsor agrees to provide, at its own cost and expense, the following:

(i) A promotional campaign to encourage participation in the Event(s). Sponsor will work with the County to create all necessary promotional items including but not limited to, banners, flags and signage that promotes the Event(s).

(ii) The occasional use of Sponsor's public relations and advertising companies to help promote the Event(s).

(b) **Sponsor Rights.**

(i) In all advertising and promotional materials, including those disseminated through print and electronic (audio and/or visual) media, the title of the Event(s) shall be "NYU LANGONE HEALTH - Official Sponsor of the Nassau County Summer Concert Series & Movies". Sponsor's name and logo shall be featured in all print advertising and promotional materials in a size equal to that of "the Nassau County Summer Concert and Movies Series". Such

materials may include stationary, passes, posters, credentials, Event(s) literature, press releases and the County or Event(s) website.

(ii) The Sponsor's name and logo (where applicable) will be prominently featured on print, radio, television and outdoor advertising for the Event(s) within the control of the County.

(iii) The Sponsor will be prominently featured on Event(s) signage including Branding behind stage, side stage and on fencing (where applicable), to be provided by the County with the design approval by NYU LANGONE.

(iv.) The Sponsor will be permitted to set up an activation tent at a location designated at the sole discretion of the Department on each Event date and interact with attendees. Option of on-stage introduction at each event of an NYU LANGONE Representative.

(v.) The Sponsor will be permitted use and occupancy access to a storage shed, designated by the Department, located at Eisenhower Park to keep giveaways on-site for entirety of summer series. Access to the storage shed will be subject to hours of park operation and subject to restrictions reasonably deemed necessary to comply with health, safety, and park policy.

#### 6. Promotions.

(a) The Sponsor will be promoted at all pre-Event(s) festivities.

(b) The Sponsor may provide, in its own discretion, giveaways such as coupons or product (the "Sponsor Giveaways") and promotional Sponsor materials ("Sponsor Materials") to be distributed by the County or Sponsor at the Event(s). Upon the expiration or termination of this Agreement, all undistributed Sponsor Giveaways or Sponsor Materials will be immediately returned to the Sponsor.

#### 7. County Obligations and Rights.

(a) County Obligations - As it pertains to the parties to this Agreement, the County shall be obligated, either directly or through an authorized representative, for all promotional aspects of the Event(s), and for arranging all operational aspects of the Event(s), including but not limited to, the set-up of the Event(s), providing security and personnel to manage the Event(s), and managing communications with the media, if any.

(i) The County shall use reasonable efforts to promote the Title Sponsorship. The County shall at all times portray the Sponsor in a positive manner.

(b) County's Rights

(i) The County shall have the sole right to manage the Event(s), consistent with the obligations of managing similar concert and movie events. The County shall have the sole right to design the website; select media and publicity outlets; and merchandise, materials and giveaways, all consistent with the sponsorship guidelines set forth in Section 9.

(ii) Notwithstanding any provisions to the contrary in this Agreement, the County shall have the absolute right to employ an independent contractor to act on its behalf respecting all obligations of the County under the terms of this Agreement. In the event such independent contractor fails to satisfactorily perform its obligations, the Sponsor's only cause of action will be against the contractor and not the County.

**8. Ownership Rights, Licenses and Limitations.**

(a) Each party or its licensor shall retain all rights, title and interest in all of the information, content, data, designs, materials and copyrights, trademark rights and other proprietary rights thereto provided to the other party pursuant to this Agreement. Except as expressly provided herein, no other right or license with respect to any copyrights, trademark rights or other proprietary rights is granted under this Agreement. All rights not expressly granted hereunder by a party are reserved to such party, its licensors, and information or content providers.

(b) Each party ("Owner") hereby grants to the other party ("Licensee") a non-exclusive, non-transferrable, royalty free license to use and reproduce the Owner's name, logo, service marks and trademarks ("Marks"), as such Marks may be amended by the Owner from time to time, as may be necessary for the parties to perform their obligations under this Agreement. Each Licensee agrees that all use of the Owner's Marks shall be of high standard and of such style, appearance and quality as is consistent with the image of the Owner's use of the Marks. All use of the Owner's Marks and the goodwill generated thereby shall inure to the benefit of Owner. Each Licensee hereby acknowledges the Owner's rights and interests in the Owner's Marks and agrees not to claim any right, title or interest in such Marks, or at any time challenge or attach Owner's rights in such marks for any reason whatsoever.

9. **Approval by Sponsor.** The Sponsor shall, in consultation with the County, provide written guidelines regarding logo design and placement. The County agrees that all artwork or copy to be used on merchandising, advertising or promotional materials featuring the Sponsor's name and logo shall be consistent with such guidelines and be submitted to Sponsor or its designated representative for approval at least five (5) days prior to production or manufacture of such materials. However, choices of fabrics, colors, vendors, giveaway materials, written materials, website and registrations forms and other ancillary matters shall be determined by the County, consistent with the written guidelines regarding logo design and placement. If the Sponsor does not approve of such artwork, the Sponsor shall provide specific written notice of disapproval within three (3) days following the receipt thereof. If such notice is not received within said three (3) day period, such artwork or copy shall be deemed approved. The Sponsor may not use any County logos, seals, trademarks, copyrights, phrases, or other intellectual property without prior written consent of the County for each separate use of the same.

10. **Representations and Warranties.** Each party represents and warrants that (a) it has the full right and authority to enter into this Agreement and fully perform its obligations hereunder; (b) it has the full right and authority to grant the license to use the Marks pursuant to the terms and requirements set forth herein; and (c) the execution and delivery of this Agreement and the performance of its obligations hereunder will not violate or conflict with any other agreement to which it is a party or violate or infringe upon the rights of any third party.

11. **Title Sponsorship Exclusivity.** The County warrants that there will be no commercial sponsor featured in the title of the Event(s) other than the Sponsor. However, the County, in its sole discretion, shall be entitled to obtain additional sponsors, provided that "presented by" and the name of such presenting sponsor(s) shall appear in a type face or print no larger than one-half the size of the type face or print of the Title sponsor.

12. **Assignment; Amendment; Waiver; Subcontracting/Subsponsorship.** 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 other party, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The Sponsor may not enter into or sell any sub-sponsorship to any third party. Neither this Agreement nor the conduct of the Parties under this Agreement shall in any event be construed to grant an interest in a leasehold interest, easement, interest or other real property of any kind in any County Property, real or personal. 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.

13. **Termination.** (a) **Generally.** This Agreement may be terminated by either party (i) for any reason upon forty-five (45) days written notice to the non-terminating party, (ii) for "Cause" immediately upon the receipt by the non-terminating party of written notice of termination, (iii) upon mutual written Agreement of the County and the Sponsor, and (iv) 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. Termination by Sponsor under this subsection shall be effected by the Sponsor 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 Bureau Chief of Municipal Transactions, and 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. Termination by the parties shall be effected in accordance with Section 14.



14. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by the County, 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) if to the County notices shall be sent to (i) the attention of the Commissioner of Parks at the Administration Building, Eisenhower Park, East Meadow, NY 11554, (ii) the attention of the Bureau Chief of Municipal Transaction at the Office of the County Attorney, located at 1 West Street, Mineola, NY 11501, and (iii) the attention of the Applicable DCE located at 1550 Franklin Ave, Mineola, NY 11501, and (e) if to the Sponsor, to the attention of the person who executed this Agreement on behalf of the Sponsor at the address specified above for the Sponsor, or in each case to such other persons or addresses as shall be designated by written notice.

15. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. **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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. **Indemnification:** (a) The Sponsor shall be responsible for and shall indemnify and hold harmless the County and its officers, employees, agents, volunteers and representatives from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Sponsor or its officers, employees, agents, volunteers and agents/representatives in the performance of this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same relating thereto.

(b) The County shall be responsible for and shall indemnify and hold harmless Sponsor and its officers, employees, agents, volunteers and representatives from and against all Losses arising out of or in connection with any negligent acts or omissions of the County or its officers, employees, agents, volunteers and agents/representatives with respect to any and all claims arising from the Summer Concert and Movie Series events and the performance of this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

18. **Compliance with Laws.** Each party, at its sole cost and expense, shall comply with all applicable laws, codes, ordinances and regulations of federal, state, county and municipal authorities and any other governmental entity with jurisdiction, including, conflicts of interest, human rights, a living wage, disclosure of information, and vendor registration (collectively, "Applicable Law"), and all applicable requirements of all insurance carriers who hold any risk with respect to the each party's officers, employees, agents, or representatives. The Sponsor is bound by and shall comply with the terms of Appendix EE attached hereto, if applicable. Each party shall comply with the other's vendor registration protocol. Each party shall not use any of the Event location(s) for any purpose or in any manner that violates Applicable Law.

19. **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the 2024 County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

21. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

22. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:

- a. The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- b. All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- d. The Permittee will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- e. The Permittee will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Permittee is required to retain other records pertinent to performance under this Agreement;
- f. The Permittee has obtained the certifications required by the Vendor Code of Ethics from any subPermittees or other lower tier participants who have participated in procurements for work performed under this Agreement; and
- g. The Permittee shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
- h. Minimum service standards, regardless of whether required by Law:
  - i. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - ii. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
  - iii. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- i. The Permittee shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- j. The Permittee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Permittee operates.
- k. The Permittee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

**23. Record Retention and Access.** To the extent required by law, until the expiration of four years after the furnishing of the Services which are the subject matter of this Agreement, The County shall, upon request, make available to the United States Department of Health and Human Services, the United States Comptroller General and their representatives (collectively, "HHS") this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by SPONSOR. If The County provides such Services through a subcontract or consulting agreement worth \$10,000 or more over a twelve-month period, the subcontract or consulting agreement shall also contain a clause permitting access by the HHS to

the books and records of the subcontractor. The County shall give SPONSOR notice of any request made directly by HHS upon The County.

24. **Executory Clause.** Notwithstanding any other provision of this Agreement, no Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the COUNTY Legislature, and (ii) this Agreement has been executed by the County Executive, or his or her designee.

25. **Counterpart Execution.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, electronic mail or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature hereunder delivered by facsimile or electronic transmission, such as by e-mail or delivered in PDF format, shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party and any copy of this Agreement bearing a facsimile signature shall be as effective and enforceable as if in original form and bearing original signatures.

26. **No Liens.** Permittee shall not at any time cause or permit any lien or encumbrance of any kind to affect the Property. If any mechanics' lien is filed or claim of lien made for work or materials furnished to the Property through or under Permittee, Permittee shall, at its expense, cause the lien or claim to be discharged within fifteen (15) days thereafter. If Permittee does not timely cause such lien or claim to be discharged, COUNTY may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses incurred by COUNTY, shall be due and payable by Permittee on demand. COUNTY shall have no duty to investigate or evaluate the validity or merit of such lien or claim before discharging it, and the ultimate validity, invalidity or merit of such lien or claim shall have no effect on Permittee's obligation to pay COUNTY's costs and expenses of discharging the same.

27. **No Employment Relationship.** Nothing in this Agreement shall create an employment relationship, agency relationship, joint venture, partnership agreement between Permittee and the COUNTY. No Permittee employee shall be deemed nor hold him/herself out as an employee, servant or agent of the COUNTY or of the Department and shall not be entitled to any benefits from the COUNTY including but not limited to Worker's Compensation, sick or vacation leave, or health insurance.

28. **No Interest In Land.** Neither this Agreement nor the conduct of the Parties under this Agreement shall in any event be construed to grant Permittee a leasehold interest, easement interest or other real property interest of any kind in the Location or any other property of COUNTY.

29. **Revocation.** The COUNTY reserves the right, in the COUNTY's sole discretion, for any or no reason, to revoke and terminate this Permit (i) on demand, effective thirty (30) days after written notice is sent to Permittee, (ii) for "Cause" by COUNTY immediately upon receipt by Permittee of written notice of termination, (iii) upon mutual written agreement between the

parties. Permittee expressly waives any and all claims for (a) compensation, (b) refund of investment in case of termination or revocation by County for cause, (c) damages or any other payment in the event this Agreement is terminated by the COUNTY sooner than the fixed term, pursuant to the provisions for revocation contained herein. 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 and insurance coverage(s) required by the terms of this Agreement.

30. Repossession. Permittee further represents that it has knowledge of the fact that the Premises are owned by the COUNTY and will be used for a public purpose and that repossession by the COUNTY of the Premises is essential to the orderly scheduling of work on the Premises or use by the COUNTY; that any delay in such work or use, may subject the COUNTY to substantial claims for damages, or adversely affect the COUNTY's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said permit hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the COUNTY to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

31. Alterations or Improvements.

- a. Permittee shall make no alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the COUNTY and the Department of Public Works.

33. 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.


34. 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.

35. Event Cancellation(s). If during the term of this Agreement, the County cancels any of the Event(s) named in Appendix A, the County shall use best efforts to reschedule the canceled Event(s). Any portion of funds not spent on the canceled Event(s) shall be used by Sponsor toward any future Event(s).

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

NYU LANGONE HOSPITALS

By:   
Name: Elizabeth Golden  
Title: Executive Vice President  
Date: 6/17/2024

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

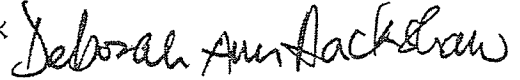
STATE OF NEW YORK)

)ss.:  
COUNTY OF NY)

On the 17<sup>th</sup> day of June in the year 2021 before me personally came Elizabeth Golden to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Vice President of Communications, Marketing, Govt + Community Affairs the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DEBORAH ANN HACKSHAW  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01HA6216624  
Qualified in Kings County  
My Commission Expires 01-25-2026



STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## APPENDIX A

### Summer Concerts and Movies 2024

#### JUNE

Saturday, June 15, 7-9:30pm, Mitchel Athletic Complex  
Ja Rule

Sunday, June 16, 6-8:30pm, Lakeside Theatre  
Indian American Night

Wednesday June 19, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Stiletto & Saxman

Wednesday, June 26, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with The Harmonizers

Wednesday, June 26, 7-9:30pm, Lakeside Theatre  
Greek American Night

Saturday, June 29, 6-8:30pm, Lakeside Theatre  
Chinese American Night

Sunday, June 30, 6-8:30pm, Lakeside Theatre  
Israeli American Night

#### JULY

Monday, July 1, 7-9:30pm, Lakeside Theatre  
German American Night

Wednesday, July 3, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Dennis Dell

Saturday, July 6, 7-9pm, Lakeside Theatre  
So Good...Neil Diamond Tribute

Sunday, July 7, 6-8pm Lakeside Theatre  
Opera Night with Christopher Macchio

Monday, July 8, 5-6:30pm, Lakeside Theatre  
Senior Afternoon Concert: The Excellents & The Demensions

Wednesday, July 10, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Blue Angel

Wednesday, July 10, Lakeside Movie starts at dusk  
"Migration"

Thursday, July 11, 7-10pm, Lakeside Theatre  
Rock of Ages – Tribute: Shoot 2 Thrill (AC/DC), Completely  
Unchained (Van Halen), Return to Paradise (Styx)

Friday, July 12, 7-9pm, Lakeside Theatre  
Streetfighter – Rolling Stones Tribute

Saturday, July 13, 7-9pm, Lakeside Theatre  
Misty Mountain – Led Zeppelin Tribute

Sunday, July 14, 6-8pm, Lakeside Theatre  
Harry Chapin Tribute Show & Food Drive with Steve Chapin Band  
& Will Sing for Food

Monday, July 15, 7-9pm, Lakeside Theatre  
Nassau Pops Symphony Orchestra

Wednesday, July 17, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Louis Del Prete

Wednesday, July 17, Lakeside movie starts at dusk  
"Paw Patrol: The Mighty Movie"

Thursday, July 18, 7-9pm, Lakeside Theatre  
Rodgers & Hammerstein's "A Grand Night for Singing"

Friday, July 19, 7-9:30pm, Lakeside Theatre  
Creole American Night

Saturday, July 20, 7-9pm, Lakeside Theatre  
Neil Berg's 100 Years of Broadway

Sunday, July 21, 6-8:30pm, Lakeside Theatre  
Bangladeshi American Night

Monday, July 22, 7-9:30pm, Lakeside Theatre  
Italian American Night

Wednesday, July 24, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Tangerine

Wednesday, July 24, Lakeside movie starts at dusk  
"Ruby Gillman Teenage Kraken"

Thursday, July 25, 7-9pm, Lakeside Theatre  
Barometer Soup – Jimmy Buffet Tribute

Friday, July 26, 7-9pm, Lakeside Theatre  
Doo Wop Show: Johnny Farina, Phil Cracolici & The Mystics, Vito  
Picone, Jimmy Gallagher

Saturday, July 27: 7-9pm, Lakeside Theatre  
The Hilarious Hitmen

Sunday, July 28, 6-8:30 pm, Lakeside Theatre  
Korean American Night

Monday, July 29, 5-6:30pm, Lakeside Theatre  
Senior Afternoon Concert: The Fireflies & The Devotions

Wednesday, July 31, 12-2pm, Eisenhower Park Field #1

Noontime Concert with Johnny Avino  
Wednesday, July 31, Lakeside movie starts at dusk  
"Trolls 3-Trolls Band Together"

## AUGUST

Friday, August 2, 7-9pm, Lakeside Theatre  
Dancing Dream – ABBA Tribute

Saturday, August 3, 6:30-9:30pm, Lakeside Theatre  
Salute to Vets Show with Face to Face & American Bombshells

Sunday, August 4, 6:30-8:30pm, Lakeside Theatre  
Midtown Men – from original cast of Jersey Boys

Monday, August 5, 7-9:30pm, Lakeside Theatre  
Irish American Night

Wednesday, August 7, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with The Accords

Wednesday, August 7, Lakeside movie starts at dusk  
"Super Mario Brothers Movie"

Thursday, August 8, 7-9pm, Lakeside Theatre  
Sandy Hackett's Rat Pack

Friday, August 9, 7-9pm, Lakeside Theatre  
45 RPM

Saturday, August 10, 7-9pm, Lakeside Theatre  
Just Garth – Tribute to Garth Brooks

Sunday, August 11, 6:30-8:30pm, Lakeside Theatre  
Living Colour

Monday, August 12, 5-6:30pm, Lakeside Theatre  
Senior Afternoon Concert: Vinnie Medugno & The Chiclettes

Wednesday, August 14, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Cathy Santanello

Wednesday, August 14, Lakeside movie starts at dusk  
"Wish"

Thursday, August 15, 7-9pm, Lakeside Theatre  
UB40 – Red, Red Wine Tour

Friday, August 16, 7-9pm, Lakeside Theatre  
Zac Brown Tribute Band

Saturday, August 17, 7-9pm, Lakeside Theatre  
Doo Wop Show with Manhattan Skyline, Del Satins, Larry Chance's  
Earls

Sunday, August 18, 4-8pm, Lakeside Theatre

Pakistani American Night  
Monday, August 19, 7-9pm, Lakeside Theatre  
Ukrainian American Night  
Wednesday, August 21, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Risky Business  
Wednesday, August 21, Lakeside movie starts at dusk  
"Barbie"  
Thursday, August 22, 7-9:00pm, Lakeside Theatre  
Let's Sing Taylor – The Taylor Swift Experience  
Saturday, August 24, 7-9pm, Lakeside Theatre  
Disco Unlimited  
Sunday, August 25, 7-9pm, Lakeside Theatre  
Don Felder – a former member of The Eagles  
Friday, August 30, 7-9pm  
That Motown Band  
Wednesday, August 28, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Michael D'Amore  
Wednesday, July 24, Lakeside movie starts at dusk  
"Wonka"  
Saturday, August 31, 7-9pm, Lakeside Theatre  
Nationally-known Country Artist TBA

## SEPTEMBER

Sunday, September 1, 6:30-8:30pm, Lakeside Theatre  
Purple Experience – Prince Tribute  
Wednesday, September 4, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Bob Damato  
Sunday, September 8, 5-7:30pm, Lakeside Theatre  
Turkish American Night  
Saturday, September 14, 7:30-10pm, Lakeside Theatre  
World renowned Salsa Band from Puerto Rico  
Wednesday, September 18, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with Edie Van Buren  
Friday, September 20, 7-10pm, Lakeside Theatre  
Legendary House DJ and guest DJs  
Wednesday, September 25, 12-2pm, Eisenhower Park Field #1  
Noontime Concert with The Tercels  
Sunday, September 29, 2-9pm, Lakeside Theatre  
Latino American Night

**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:

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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 Women-owned 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from



M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

## Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the undersigned Executive Vice President and General Counsel hereby certifies the following:

1. The Chief Executive Officer is:

Dr. Robert I. Grossman (Name)

550 First Avenue, New York, NY (Address)

212- 263-3269 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor XX has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

**Response:** On January 22, 2021, NYU Langone Hospitals was issued a citation by OSHA for an 'other than serious' violation as a result of a single employee illness not being logged on the Hospital's OSHA 300 log that OSHA determined met the general recording criteria.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action XX has \_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

**Response:** From time to time over the last five years, NYU Langone Hospital employees have filed complaints with the NLRB and the Occupational Health and Safety Commission. However, other than as described above, there have been no other findings of violations by any agency relating to these complaints.

5. Contractor 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.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

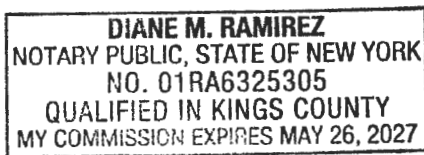
June 17, 2024  
Dated

Annette Johnson  
Annette Johnson  
Executive Vice President and General Counsel

Sworn to before me this

17th day of June, 2024.

Diane Ramirez  
Notary Public





Nassau County Interim Finance Authority

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

1. Vendor: NYU Langone Hospitals

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 06/13/2024 to 09/30/2024

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

Table with 3 columns: Funding Source, Amount, and Category. Rows include General Fund (GEN), Capital Improvement Fund (CAP), Federal %, State %, and County %.

- Is the cash available for the full amount of the contract? Yes
If not, will it require a future borrowing? No
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:

The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2024. The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

- Nassau County Attorney as to form Yes
Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

Table with 3 columns: Contract ID, Posting Date, Amount Added in 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 deliberations.

CNOLAN

06/17/2024

**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 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.**



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 York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES  NO  if yes, to what campaign committee?

Curran for Nassau (ID# 14394)

Nassau County Republican Committee (ID# 1522)

Anne Donnelly for District Attorney (ID# 186152)

Electronically signed and certified at the date and time indicated by:

Pietrina Scaraglino [PIETRINA.SCARAGLINO2@NYULANGONE.ORG]

Dated: 05/29/2024 01:05:26 pm

Vendor: NYU Langone Hospitals

Title: Assistant Secretary

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Robert I. Grossman  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 550 First Avenue  
City: New York State/Province/Territory: NY Zip/Postal Code: 10016  
Country: US  
Telephone: 2122633269

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>07/01/2007</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.  
\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES [ ] NO [X] 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.

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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?  
YES  NO  If Yes, provide details.

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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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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 an explanation of the circumstances and corrective action taken.

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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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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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?  
YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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9. a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert I. Grossman, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert I. Grossman, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

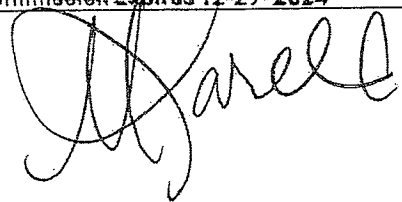
NYU Langone Health  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
11/11/24 11:00 AM

Dean & CEO  
Title

11/11/24  
Date

**MICHELLE KARELL**  
NOTARY PUBLIC STATE OF NEW YORK  
No. 01KA6352365  
Qualified in Queens County  
My Commission Expires 12-27-2024



**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: Annette B Johnson  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: NYU Langone Hospitals, 550 First Ave. HHC 15  
City: New York State/Province/Territory: NY Zip/Postal Code: 10016  
Country: US  
Telephone: 2122637921

Other present address(es):  
City: State/Province/Territory: Zip/Postal Code:  
Country: 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	01/01/2007
Chief Financial Officer	Partner	
Vice President		
(Other)		

Type	Other
Description	Executive Vice President and General Counsel
Start Date	07/01/2007

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES  NO  If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES  NO  If Yes, provide details.

President, 41 Fifth Ave. Corp (residential coop corporation); Vice Chair, Hudson Link for Higher Education in Prison (501(C)(3) corporation

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?  
YES  NO  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

- 13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Annette Johnson, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Annette Johnson, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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NYU Langone Health  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Annette Johnson ANNETTE.JOHNSON@NYULANGONE.ORG

General Counsel and Secretary  
Title

06/10/2024 10:55:27 am  
Date



**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.

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1. Principal Name: [REDACTED]  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 550 First Avenue  
City: New York State/Province/Territory: NY Zip/Postal Code: 10016  
Country: US  
Telephone: 212-263-3474

Other present address(es):  
City: State/Province/Territory: Zip/Postal Code:  
Country:  
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	01/10/2024	Partner
Vice President		
(Other)		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES  NO  If Yes, provide details.

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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?  
YES  NO  If Yes, provide details.

---

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

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 an explanation of the circumstances and corrective action taken.

---

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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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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?  
YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9. a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph J. Lhota , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph J. Lhota , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

NYU Langone Health  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Joseph J. Lhota JOSEPH.LHOTA@NYULANGONE.ORG

Chief Financial Officer  
Title

06/10/2024 01:58:28 pm  
Date

**PRINCIPAL QUESTIONNAIRE FORM**

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**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: Daniel J Widawsky  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: NYU Langone Hospitals, 550 First Ave. HCC 15  
City: New York State/Province/Territory: NY Zip/Postal Code: 10016  
Country: US  
Telephone: 2122633092

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>07/16/2018</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

Treasurer, Condo Corporation for Building located at [REDACTED] (residential condo)

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?

YES  NO  If Yes, provide details.

[REDACTED]

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[REDACTED]

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[REDACTED]

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 an explanation of the circumstances and corrective action taken.

[REDACTED]

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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[REDACTED]

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

[REDACTED]

9.

a. Is there any felony charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

[REDACTED]

- b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13 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?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel J Widawsky , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Daniel J Widawsky , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

NYU Langone Hospitals

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Daniel J Widawsky DANIEL.WIDAWSKY@NYULANGONE.ORG

Executive Vice President, Vice Dean and Chief Financial Officer

Title

06/13/2023 04:56:03 pm

Date



**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: 06/09/2023

1) Proposer's Legal Name: NYU Langone Hospitals

2) Address of Place of Business: 550 First Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10016

Country: US

3) Mailing Address (if different): N/A

City: N/A State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? B If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: 13-3971298

6) The proposer is a: Other (Describe) NY not-for-profit hospital corporation.

7) Does this business share office space, staff, or equipment expenses with any other business?

YES  NO  If yes, please provide details:

NYU Langone Hospitals operates as part of NYU Langone Health, an integrated academic medical center that includes NYU Grossman School of Medicine and NYU Long Island School of Medicine.

8) Does this business control one or more other businesses?

YES  NO  If yes, please provide details:

---

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, please provide details:

NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals. New York University, a NY nonprofit education corporation, is the sole member of NYU Langone Health System.

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  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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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, an explanation of the circumstances and corrective action taken.

---

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, an explanation of the circumstances and corrective action taken.

From time to time, NYU Langone Hospitals may be the subject of inquiries and investigations by federal and/or state regulatory agencies. Please see attached with respect to information related to [REDACTED].

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1 File(s) uploaded: Nassau County Business History Form (NYU Langone Hospitals)(June 2023).docx

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?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

[ ]

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business 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?

YES [ ] NO [X] 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 and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NYU Langone Health has over 45,000 employees, and we do not maintain such information with respect to all of our employees. Nonetheless, we are unaware of any conflicts that NYU Langone Hospitals might have. If we become aware of any conflicts, NYU Langone Hospitals will notify Nassau County.

(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.

NYU Langone Health has over 45,000 employees, and we do not maintain such information with respect to all of our employees. Nonetheless, we are unaware of any conflicts that NYU Langone Hospitals might have. If we become aware of any conflicts, NYU Langone Hospitals will notify Nassau County.

(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.

We are unaware of any conflicts that NYU Langone Hospitals might have.

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.

Please see NYU Langone Health's Business Conflict of Interest Policy attached.

1 File(s) uploaded: NYU Langone Business Conflicts of Interest Policy.pdf

A. 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.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/24/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

NYU Langone Hospitals is a nonprofit hospital corporation.

iii) Name, address and position of all officers and directors of the company. If none, explain.

2 File(s) uploaded: NYU Langone Hospitals - Officers.docx, Question 17.iii - Business History Form.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

47072

vi) Annual revenue of firm;

8337715000

vii) Summary of relevant accomplishments

NYU Langone Health is one of the nation's premier academic medical centers. Its trifold mission to serve, teach, and discover is achieved daily through an integrated academic culture devoted to excellence in patient care, education, and research. Guided by this three-fold mission, NYU Langone Health has achieved the stature of a

preeminent academic medical center. It is ranked the No. 1 hospital in New York State and the No. 3 in the nation on U.S. News & World Report's influential 2022-23 "Best Hospitals Honor Roll," and our specialties in neurology and neurosurgery are ranked No. 1 in the country.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

75

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

n/a

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 [REDACTED]  
Contact Person [REDACTED]  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED]  
Country [REDACTED]  
Telephone [REDACTED]  
Fax # [REDACTED]  
E-Mail Address [REDACTED]

Company [REDACTED]  
Contact Person [REDACTED]  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED]  
Country [REDACTED]  
Telephone [REDACTED]  
Fax # [REDACTED]  
E-Mail Address [REDACTED]

Company [REDACTED]  
Contact Person [REDACTED]  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED]  
Country [REDACTED]  
Telephone [REDACTED]  
Fax # [REDACTED]  
E-Mail Address [REDACTED]

I, Pietrina Scaraglino, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Pietrina Scaraglino, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: NYU Langone Hospitals

Electronically signed and certified at the date and time indicated by:  
Pietrina Scaraglino PIETRINA.SCARAGLINO2@NYULANGONE.ORG

Deputy General Counsel and Assistant Secretary  
Title

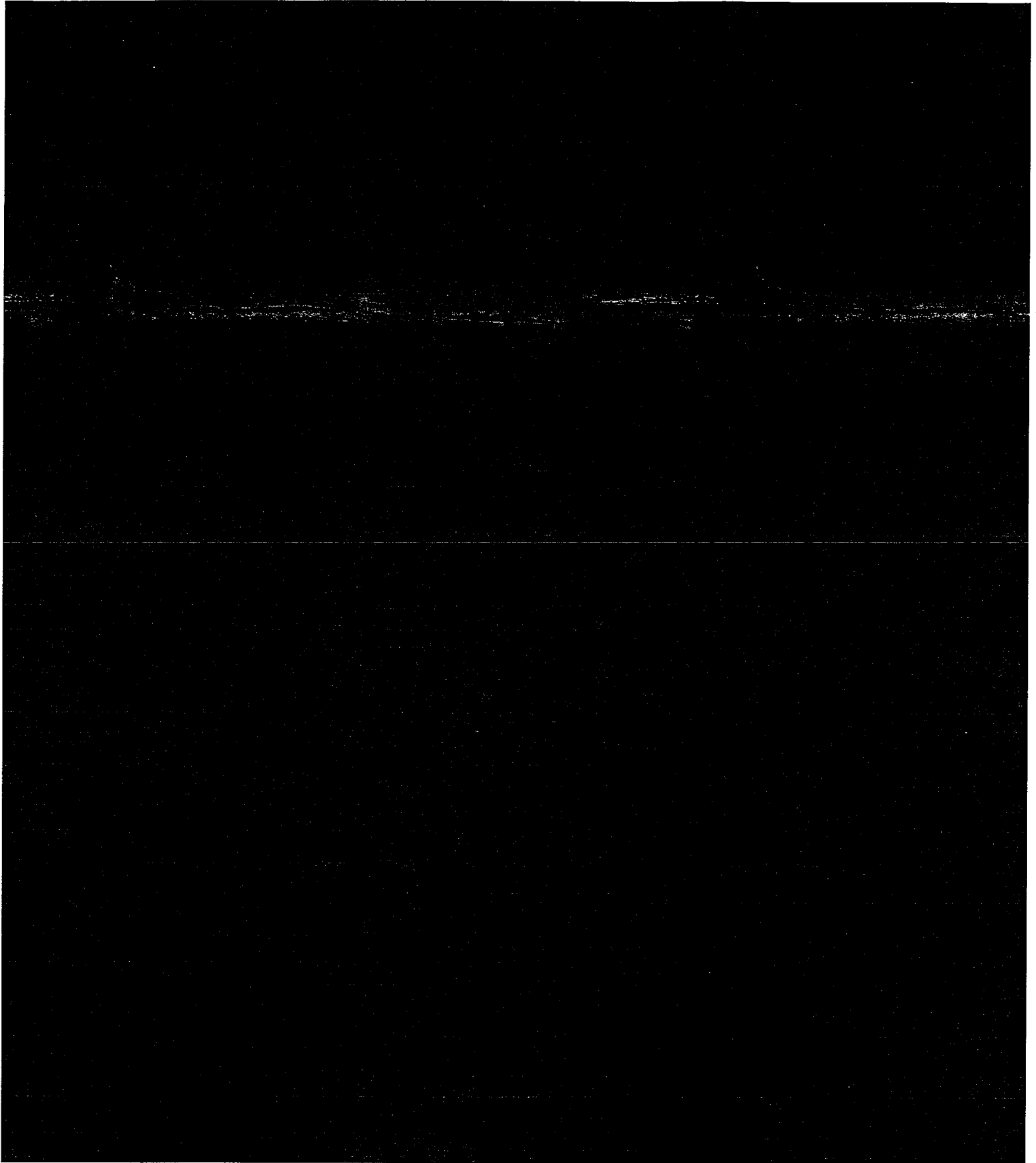
06/11/2024  
Date

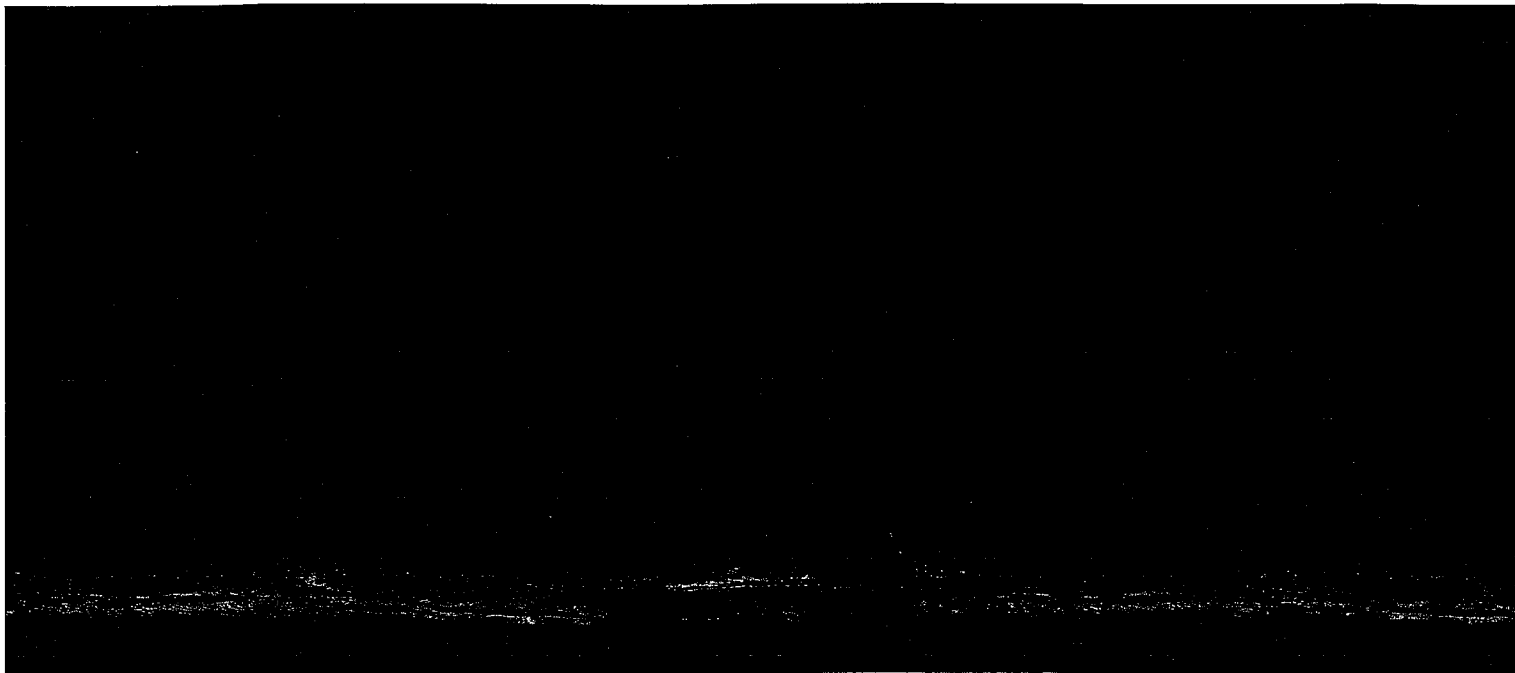
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NYU Langone Hospitals

Question #13 Nassau County Business History Form

June 2023









# Policy on Conflicts of Interest In Business Affairs

Issuing Department:  
Administration

Effective Date: April 1, 2009  
Last Update: December 31, 2019

## Contents:

- I. Applicability
- II. General Policy
- III. Procedures for Disclosure
- IV. Review and Evaluation
- V. Recusal
- VI. Definitions
- VII. Examples of Conflicts of Interest
- VIII. Enforcement
- IX. Questions
- X. Relationship to Other Policies

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## I. Applicability

This Policy applies to all members of the NYU Langone Health community -- employees, faculty, staff, residents, trainees, students, Officers, and Key Persons of NYU Langone Hospitals, NYU Grossman School of Medicine, NYU Long Island School of Medicine, NYU Langone Health System (the "System") and the other NYU Langone Health Entities (each, an "Individual") -- except Trustees, who are governed by the *Policy on Conflicts of Interest for Trustees, Officers, and Key Persons*. All capitalized terms shall have the meaning set forth in Section VI below.

## II. General Policy

A. Individuals have a primary obligation to serve the purposes to which NYU Langone Health is dedicated. As part of this obligation, each Individual has a duty to conduct his or her NYU Langone Health duties and the affairs of NYU Langone Health in a manner that promotes the best interests of the organization and in compliance with legal and regulatory requirements. Individuals have a duty to disclose on an ongoing basis any current, proposed or pending situations that may give rise to a Conflict of Interest.

B. A "**Conflict of Interest**" means any circumstance in which the personal, professional, financial, or other interests of an Individual (including his or her Immediate Family) may potentially or actually diverge from, or may be reasonably perceived as potentially or actually diverging from, his or her obligations to NYU Langone Health and the interests of NYU Langone Health. A Conflict of Interest may exist whenever an independent observer might reasonably question whether the Individual's actions or decisions are determined by considerations of personal benefit, whether financial or otherwise. A Conflict of Interest also may exist whenever an Individual participates, directly or indirectly, in the selection, award or administration of any business transaction which involves NYU Langone Health and the Individual, a member of his or her Immediate Family, or an entity in which he or she has a Financial Interest. Employment agreements between NYU Langone Health and the Individual are not business transactions giving rise to Conflicts of Interest under this Policy. In addition, a Conflict of Interest may exist whenever an Individual, a member of his or her Immediate Family, or an entity in which he or she has a Financial Interest engages in

competition with a service provided by NYU Langone Health, including, but not limited to, by providing a teaching, research, or clinical service for a health care provider which competes with NYU Langone Health, or by appropriating or diverting a business or financial opportunity that the Individual knows NYU Langone Health is pursuing. Examples of Conflicts of Interest are set forth in Section VII below.

C. NYU Langone Health does not engage in any matter giving rise to a potential Conflict of Interest involving an Individual unless the matter has been fully disclosed and evaluated in accordance with this Policy and a plan for managing or eliminating the Conflict of Interest has been adopted.

D. This Policy applies to any circumstance that may constitute a Conflict of Interest, regardless of whether it is specifically described in this Policy. For example, while an Individual's Financial Interests are defined to include current interests as well as interests held in the preceding twelve (12) months, there also may be situations where far older interests create an actual or perceived Conflict of Interest.

### III. Procedures for Disclosure

A. Annual Disclosures. The following Individuals must submit to the Office of Internal Audit, Compliance & Enterprise Risk Management's Conflicts of Interest Management Unit ("CIMU") his or her disclosure forms upon appointment, hiring and annually thereafter:

- (i) Chairs, Vice-Chairs, Department Administrators, and all employees and officers at the level of Vice-President, Assistant Dean or Director or above;
- (ii) Full-time faculty members and part time employed faculty members;
- (iii) Investigators participating in NYU Langone Health's research or sponsored programs;
- (iv) Persons engaged in purchasing decisions on behalf of NYU Langone Health; and
- (v) Individuals of any NYU Langone Health committees with supervision or oversight responsibilities over patient care, purchasing, research or education at NYU Langone Health (e.g., the Pharmacy and Therapeutic Committee (P&T) and the Institutional Review Board (IRB)).

The annual disclosure form will be provided electronically to the Individual by the CIMU and must be completed and submitted within thirty (30) days of receipt. In addition, the CIMU may request any Individual to complete an annual disclosure form at any time.

In the annual disclosure form, an Individual must, among other matters, certify compliance with NYU Langone Health's *Policies on Conflicts of Interest, Commitment and Consulting*, including this Policy, and disclose all entities in which he or she has a Financial Interest which he or she reasonably believes (i) provides or seeks to provide goods and/or services to healthcare providers, (ii) does business with or seeks to do business with NYU Langone Health, (iii) donates or may donate funds to NYU Langone Health, (iv) competes with or could potential compete with NYU Langone Health in the areas of clinical care, research and development, or faculty, student, trainee, or employee recruitment, or (v) could reasonably appear to be related to the Individual's responsibilities (teaching, clinical, research, administrative or otherwise) with NYU Langone Health. Disclosures of Financial Interests must be made in specific amounts. For faculty, Individuals must also disclose any concurrent faculty appointment at any U.S. or foreign university, institution of higher education, academic teaching hospital, medical center, or research institute (including visiting, guest, or adjunct faculty appointments) other than at NYU. In addition, as provided in NYU Langone Health's *Policies on Conflicts of Interest, Commitment and Consulting*, faculty members must disclose all outside activities involving his or her professional competence. Individuals

may also be required to disclose additional personal interests, activities and relationships as mandated by regulatory requirements (e.g., IRS Form 990). Officers and Key Persons may be subject to additional disclosure requirements as provided in NYU Langone Health's *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*.

B. Specific Disclosures. All Individuals have an ongoing obligation throughout the year to disclose new and anticipated Conflicts of Interests. All Individuals must disclose to the CIMU any specific situation that gives rise to a potential Conflict of Interest.

C. Confidentiality. Disclosures will be kept confidential and divulged by NYU Langone Health for review under the *Policies on Conflicts of Interest, Commitment and Consulting* on a need-to-know basis or as required by applicable laws and regulations.

#### IV. Review and Evaluation

A. CIMU Review. The CIMU is responsible for reviewing and evaluating each disclosure made by an Individual and for determining whether a potential Conflict of Interest exists under the circumstances. In cases where the CIMU believes that a significant potential Conflict of Interest exists, the CIMU will submit the matter to NYU Langone Health's Business Conflict of Interest Committee ("BCOIC"). The CIMU will determine whether a significant potential Conflict of Interest exists based upon directions provided to the CIMU by the BCOIC from time to time and upon the best interests of NYU Langone Health.

For all other matters, the CIMU will evaluate the matter to determine if the potential for a Conflict of Interests exists, and, if so, how such potential Conflict of Interest may be managed, reduced or eliminated. When appropriate, the CIMU may adopt and issue to Individuals a plan for managing and monitoring any potential Conflict of Interest. Such plans will depend upon the facts and circumstances of the specific matter and will be consistent with this Policy and the directions of the BCOIC. Each affected Individual must review and sign the conflict management plan and comply with all of its terms.

B. BCOIC Review. The BCOIC is responsible for reviewing and evaluating each potential Conflict of Interest submitted to it by the CIMU. As a matter of policy, if the BCOIC finds that a Conflict of Interest exists, NYU Langone Health will not approve the matter unless the BCOIC determines, after reviewing all material facts, that extraordinary circumstances merit an exception and the BCOIC adopts a plan for managing and monitoring the Conflict of Interest which is fair, reasonable, and in the best interests of NYU Langone Health. Any management plan will depend upon the facts and circumstances of the specific matter. Each affected Individual must review and sign the conflict management plan and comply with all of its terms.

C. Key Persons or Officers. Potential Conflicts of Interests involving Key Persons or Officers of an NYU Langone Entity (other than the Family Health Centers at NYU Langone) are subject to the requirements of NYU Langone Health's *Policy on Conflicts of Interest for Trustees, Officers, and Key Persons*. The CIMU will submit such matters to the Audit and Compliance Committee of the System's Board of Trustees ("Audit and Compliance Committee") in accordance with the requirements of the *Policy on Conflicts of Interest for Trustees and Key Employees*. In addition, the CIMU may submit matters related to Key Persons and Officers to the BCOIC for the BCOIC's review and evaluation. Any findings of the BCOIC on matters subject to the *Policy on Conflicts of Interests for Trustees, Officers, and Key Persons* are subject to the final review of the Audit and Compliance Committee as provided in that policy.

D. Monitoring. The CIMU is responsible for periodically monitoring compliance with every plan for managing and monitoring a Conflict of Interest or potential Conflict of Interest issued under this Policy.

## V. Recusal

No Individual shall participate, directly or indirectly, in the selection, award, or administration of any matter that gives rise to a potential Conflict of Interest. In such event, the Individual must not attempt to influence improperly NYU Langone Health's deliberation, decision-making or voting on the matter, must completely recuse himself or herself from the matter, and must notify the CIMU as provided in Section III(B) above.

## VI. Definitions

A. "Conflict of Interest" shall have the meaning ascribed to it in Section II(B) above.

B. A "Financial Interest" is held in an outside entity by an Individual when he or she or a member of his or her Immediate Family holds a Financial Interest in the outside entity. Examples of Financial Interests are a Management, Board, or Employment Position, Ownership Interests, Consulting Compensation, Paid/Reimbursed Travel, Royalty Income, and Intellectual Property Rights, where:

- (i) "Management, Board, or Employment Position" means a position or appointment to serve, in either a personal or representative capacity, as a director, trustee, partner, senior executive, officer, employee, or equivalent, whether paid or unpaid, at the outside entity;
- (ii) "Ownership Interests" are equity interests held, either directly or indirectly, including stock and stock options (or entitlement to the same), of any amount in either a publicly-traded or non-publicly-traded entity. (*Exception: Mutual Funds*— Interests of any amount in publicly-traded, diversified investment vehicles, such as broad-based publicly-traded, diversified mutual funds and exchange traded funds, as long as the Individual, or his or her Immediate Family Members, collectively, do not have a 15% or greater direct or indirect interest in the vehicle and do not have a Management, Board, or Employment Position in the vehicle, are not Ownership Interests.);
- (iii) "Consulting Compensation" means salary, consulting fees, honoraria, paid authorship, lecture fees, other emoluments, stock, stock options, royalties or "in kind" compensation directly or indirectly received from an entity (or entitlement to the same), whether in connection with a Management, Board, or Employment Position or for consulting, lecturing, or service on a scientific advisory board, data safety monitoring board, steering committee for a clinical trial, executive committee for a clinical trial, or other committee for an outside entity, or for any other purpose, that have been received in the past calendar year or are expected to be received in the current or next calendar year; and
- (iv) "Paid/Reimbursed Travel" means the occurrence and value of any paid/sponsored (i.e., sponsored travel is that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available), and/or reimbursed travel, whether in connection with a Management, Board, or Employment Position or for consulting, lecturing, or service on a scientific advisory board, data safety monitoring board, steering committee for a clinical trial, executive committee for a clinical trial, or other committee for an outside entity, or for any other purpose, that have been received in the past calendar year (i.e., no less than the past 12 months) or are expected to be received in the current or next calendar year.
- (v) "Royalty Income" means payments linked to product sales, or the written contractual right to receive future royalties, directly or indirectly, under an issued or pending patent, license or copyright, that has been received in the past calendar year or is expected to be received in

the current or next calendar year. For the purpose of this Policy, Royalty Income includes all income received by an Individual from NYU in accordance with the *NYU Statement of Policy on Intellectual Property*.

- (vi) An “**Intellectual Property Right**” is an issued or pending patent, license or copyright and includes, for the purpose of this Policy, the right to income from NYU in connection with a patent, license or copyright held by or to be held by NYU (for further information, see the *NYU Statement of Policy on Intellectual Property*).

*Exceptions:* The following are **not** Financial Interests under this Policy:

- (i) Salary from NYU Langone Health and cost-related payments for services or reimbursements from NYU Langone Health.
- (ii) Payments to NYU Langone Health, or via NYU Langone Health to the Individual, which are directly related to the reasonable costs incurred in the conduct of a research project or sponsored program or to the payment of indirect costs and are specified in a grant, agreement or contract between NYU Langone Health and a research sponsor.
- (iii) Paid/reimbursed Travel from seminars, lectures, or teaching engagements sponsored by, or in connection with service on advisory committees or review panels for, a federal, state, or local government agency, or a non-profit institution of higher education, academic teaching hospital, medical center, or research institute that is affiliated with an institution of higher education.

C. “**Immediate Family**” means the person’s spouse, domestic partner, person in a civil union or similar relationship, dependent children, or any other family members residing in the person’s household.

D. An “**Individual**” means each member of NYU Langone Health community, including employees, faculty, staff, residents, trainees, students, Key Persons, and Officers, other than trustees.

E. A “**Key Person**” of the System (or of any of NYU Langone Health Entity) means any person, other than a Trustee or Officer, whether or not an employee of the System (or the NYU Langone Health Entity, as applicable), who (i) has responsibilities, or exercises powers or influence over the System (or the NYU Langone Health Entity, as applicable) as a whole similar to the responsibilities, powers, or influence of directors and Officers; (ii) manages the System (or the NYU Langone Health Entity, as applicable), or a segment of the System (or the NYU Langone Health Entity, as applicable) that represents a substantial portion of the activities, assets, income, or expenses of the System (or NYU Langone Health Entity, as applicable); or (iii) alone or with others controls or determines a substantial portion of the capital expenditures or operating budget of the System (or NYU Langone Health Entity, as applicable). For the System, Key Person includes but is not limited all members of the executive leadership of NYU Langone Health as defined from time to time by the CEO of the System who are not Officers of the System.

F. “**NYU Langone Health**” includes NYU Langone Health System, NYU Langone Hospitals (including all inpatient and ambulatory facilities), NYU Grossman School of Medicine, NYU Long Island School of Medicine, and all entities that are controlled by any of them, except where specifically excluded. This Policy also has been adopted by the Family Health Centers at NYU Langone; therefore, for purposes of this Policy, “NYU Langone Health” also includes the Family Health Centers at NYU Langone.

G. “**NYU Langone Health Entity**” means each individual entity that is part of NYU Langone Health.

H. “**Officer**” means any person described as an officer in the governing documents of the System or any NYU Langone Health Entity.

I. “**Trustee**” means a voting member of the governing body of NYU Langone Health System and each NYU Langone Health Entity.

## VII. Examples of Conflicts of Interest

The following are situations that give rise to a Conflict of Interest and require disclosure to the CIMU in accordance with this Policy. This list is by no means all-inclusive. In case of uncertainty as to whether or not a Conflict of Interest exists, an Individual should disclose the matter to the CIMU. For example, some potential Conflicts of Interest occur when:

A. An Individual or a member of his or her Immediate Family has a Financial Interest in an entity or vendor that NYU Langone Health is contemplating doing business with (e.g., NYU Langone Health is contemplating purchasing, leasing or selling of goods, services, or real estate, or making or receiving a loan to or from such individual or entity, or is contemplating accepting a grant from such individual or entity for sponsored research).

B. An Individual or a member of his or her Immediate Family proposes that NYU Langone Health use or purchase goods in which the Individual has a proprietary interest (e.g., an Individual advocates the use of a device designed by the Individual).

C. An Individual, a member of his or her Immediate Family, or any entity in which he or she has a Financial Interest either engages in competition with a service provided by NYU Langone Health (e.g., by working for an organization which competes directly with NYU Langone Health or appropriating or diverting a business or financial opportunity that the Individual knows NYU Langone Health is pursuing, except that a member of NYU Langone Health’s medical staff who is also on the medical staff of another hospital does not constitute competition so long as the second appointment has been approved in advance by NYU Langone Health’s Dean and CEO or by its Chief Clinical Officer).

D. An Individual, a member of his or her Immediate Family, or any entity in which he or she has a Financial Interest recruits any NYU Langone Health faculty member or employee or solicit business which knowingly disturbs, or could be expected to disturb, the existing professional or business relationships of NYU Langone Health with any faculty member, employee, health care provider or referral source.

E. An Individual proposes that NYU Langone Health hire or contract with a member of his or her Immediate Family for a position or activity that is within his or her direct or indirect supervision or control. The employment of a member of an Individual’s Immediate Family with NYU Langone Health must be in accordance with NYU’s *Policy on the Employment of Members of the Same Family*.

F. An Individual solicits or accepts a gift, favor or anything of monetary value from a contractor, vendor, patient, co-worker, volunteer or other person with whom NYU Langone Health has a business relationship, except as specifically provided in NYU Langone Health’s *Policy on Acceptance and/or Solicitation of Gifts or Benefits From Vendors, Patients and Other Third Parties*.

G. An Individual uses assets, property or labor of NYU Langone Health to his or her personal advantage.

H. An Individual discloses or uses any non-public information obtained in the course of discharging his or her duties and responsibilities at NYU Langone Health to his or her personal advantage.

I. An Individual is an inventor on patents or other IP Rights held by NYU and licensed to a start-up company, and receives an inventor's share to any NYU licensing or royalty income and any equity NYU receives from the start-up company through licensing.

### VIII. Enforcement

A. Violations of this Policy are subject to disciplinary action, up to and including termination of employment or association with NYU Langone Health, in accordance with NYU Langone Health disciplinary policies and procedures applicable to the respective Individual.

B. Any failure to make a disclosure as required under this Policy by any members of an NYU Langone Health committee will result in the member being suspended or removed from such committee.

### IX. Questions

Any questions relating to this Policy should be directed to the Office of Legal Counsel or the CIMU.

### X. Relationship to Other Policies

A. This Policy replaces the *Policy on Conflicts of Interest in Business Affairs* issued on April 1, 2009 as previously updated on April 1, 2011, July 1, 2014, June 29, 2016, and March 1, 2018.

B. This Policy is intended to supplement, but not replace, other policies and guidelines applicable to the Individual, including the conflict policies set forth in the NYU Faculty Handbook and elsewhere in NYU Langone Health's *Policies on Conflicts of Interest, Commitment and, Consulting*.

C. A matter involving an Individual's participation in research is also reviewed under NYU Langone Health's *Policy on Conflicts of Interest in Research and Sponsored Programs*.

D. Key Persons and Officers of the System and each NYU Langone Entity (other than the Family Health Centers at NYU Langone) are subject to both this Policy and the System's *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*. For any matter related to a Key Person or an Officer, to the extent there is any issue about whether the requirements of this Policy conflict with the requirements of the *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*, this Policy is to be interpreted to assure compliance with the *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*.

Question 17.iii. – Business History Form

**BOARD OF TRUSTEES**

Name: Kenneth G. Langone  
Title: Chair

Name: Fiona B. Druckenmiller  
Title: Co-Chair

Name: Laurence D. Fink  
Title: Co-Chair

Name: Roberto A. Mignone  
Title: Vice Chair

Name: Thomas S. Murphy, Jr.  
Title: Vice Chair

William R. Berkley\*

Casey Box

Edgar Bronfman, Jr.

Walter W. Buckley, Jr.

Susan Block Casdin

Kenneth I. Chenault

Gary D. Cohn

William J. Constantine

Lori Fink

Luiz H. Fraga

Paolo Fresco

Soraya Gage

Trudy Elbaum Gottesman

Robert I. Grossman, MD\*

Andrew Hamilton, PhD\*

William Haugland

Mel Karmazin

David Katz

Sidney Lapidus

Martin Lipton, Esq.

Stephen F. Mack

Edward J. Minsk off

Thomas K. Montag

Frank T. Nickell

Deven Parekh

Debra G. Perelman

Isaac Perlmutter

Laura Perlmutter

Michael Rafferty

Stephanie Rein, MD

Richard P. Richman

Linda Gosden Robinson

E. John Rosenwald, Jr.

Barry F. Schwartz

Bernard L. Schwartz

Larry A. Silverstein

Carla Solomon, PhD

William C. Steere, Jr.

Daniel Sundheim

Chandrika Tandon

Allen R. Thorpe

Alice M. Tisch

Thomas J. Tisch

Robert Valletta

Jan T. Vilcek, MD, PhD

Bradley J. Wechsler

Anthony Welters, Esq.

\* *Ex Officio*



COUNTY OF NASSAU

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

1. Name of the Entity: NYU Langone Hospitals

Address: 550 First Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10016

Country: US

2. Entity's Vendor Identification Number: 13-3971298

3. Type of Business: Other (specify) Not-for-profit hospital corporation

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):

2 File(s) uploaded: Question 4 - Consultant's Contractor's and Vendor's Disclosure Form - Trustees (June 2024).docx, Question 4 - Consultant's Disclosure Form - NYU Langone Hospitals - Officers (June 2024).docx

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.

If none, explain.

As a nonprofit, NYU Langone Hospitals does not have shareholders or partners. NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals. New York University, a New York nonprofit education corporation, is the sole member of NYU Langone Health System.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

No lobbyists were involved in NYU Langone Hospitals' sponsorship of the concert series.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Pietrina Scaraglino [PIETRINA.SCARAGLINO2@NYULANGONE.ORG]

Dated: 06/11/2024 01:57:16 pm

Title: Deputy General Counsel and Secretary

**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 but 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.

Consultant's, Contractor's, and Vendor's Disclosure Form (June 2024)

Question 4

NYU LANGONE HOSPITALS

**OFFICERS**

Robert I. Grossman, MD	Chief Executive Officer
Steven B. Abramson, MD	Executive Vice President for Academic Affairs
Dafna Bar-Sagi, PhD	Executive Vice President for Science and Chief Scientific Officer
Andrew W. Brotman, MD	Executive Vice President for Clinical Affairs and Strategy and Chief Clinical Officer
Fritz Francois, MD	Executive Vice President and Chief of Hospital Operations
Annette B. Johnson, Esq.	Executive Vice President, General Counsel and Secretary
Grace Ko	Executive Vice President for Development
Joseph Lhota	Executive Vice President, Chief Financial Officer, and Chief of Staff
Nader Mherabi	Executive Vice President and Chief Information Officer
Nancy Sanchez	Executive Vice President for Human Resources and Organizational Development and Learning
Vicki Match Suna, AIA	Executive Vice President for Real Estate Development and Facilities
Pietrina Scaraglino, Esq.	Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/11/2024

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 Attn: PHILADELPHIA.CERTS@MARSH.COM  CN101227549-NYU-GUWP-23-24	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> _____	<b>FAX (A/C. No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Pinnacle Consortium of Higher Ed VT RRRG		11980
<b>INSURER B:</b> N/A		N/A
<b>INSURER C:</b> Genesis Insurance Company		38962
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CLE-007224819-01	<b>REVISION NUMBER:</b> 2
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		PCHE2023-08	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		YUB 301089P	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 7,000,000
						AGGREGATE	\$ 7,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: EVENT NAME: Summer Concert Series at the Lakeside Theatre. EVENT LOCATION: Lakeside Theatre in Eisenhower Park in East Meadow, New York. EVENT DATE: 06/01/2024 - 09/30/2024.

Certificate Holder is included as additional insured with respect to the General Liability Coverage, but only with respects the Insured's indemnity obligations as required by written contract or agreement.

<b>CERTIFICATE HOLDER</b>  Nassau County 1550 Franklin Avenue Mineola, NY 11501	<b>CANCELLATION</b>  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  <i>Marsh USA LLC</i>
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