



Certified: --

**E-15-23**

Filed with the Clerk of the Nassau County  
Legislature on January 26, 2023 4:00pm

**NIFS ID: CQPK22000029**

Capital:

Contract ID #: CQPK22000029

NIFS Entry Date: 12/26/2022

**Department: Parks**

Service: 2022 Summer concert series sponsorship

Term: from 06/01/2022 to 08/31/2022

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>No</b>

Vendor/Municipality Info:	
Name: <b>Jovia Financial Federal Credit Union</b> DBA: <b>Jovia Financial Credit Union</b>	ID#: <b>111644859</b>
Main Address: <b>1000 Corporate Westbury, NY 11590</b>	
Main Contact: <b>Peter Purpura</b>	
Main Phone: <b>(516) 714-2877</b>	

Department:
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 Sponsorship agreement will allow the County to grant to Jovia the exclusive Title Sponsorship and sole financial institution sponsor (Title Sponsorship) for the County Events during June 2022 through August 2022. (see attached). The County hereby grants to sponsor the right to identify itself as the official Sponsor of the Summer Concert Series at Eisenhower Park in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event and to be named in all Event advertising, promotional material and signage. The amount Jovia agrees to pay the County is a sponsorship fee in the amount of \$60,000.00

**Method of Procurement:** Sponsorship Agreement

**Procurement History:** Sponsorship Agreement

**Description of General Provisions:** The Sponsorship agreement will allow the County to grant to Jovia the exclusive Title Sponsorship and sole financial institution sponsor (Title Sponsorship) for the County Events during June 2022 through August 2022. (see attached). The County hereby grants to sponsor the right to identify itself as the official Sponsor of the Summer Concert

Series at Eisenhower Park in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event and to be named in all Event advertising, promotional material and signage. The amount Jovia agrees to pay the County is a sponsorship fee in the amount of \$60,000.00

**Impact on Funding / Price Analysis:** None

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

**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		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	X
Transaction		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	12/27/2022 10:52AM	Approved
NIFS Final Approval	Linda Barker	12/28/2022 05:17PM	Approved
Final Approval	Linda Barker	12/28/2022 05:17PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	12/29/2022 12:25PM	Approved
RE & Insurance Verification	Andrew Amato	12/29/2022 08:34AM	Approved
NIFS Approval	Mary Nori	01/02/2023 04:08PM	Approved
Final Approval	Mary Nori	01/02/2023 04:08PM	Approved
OMB			
NIFS Approval	Michael Gaffney	01/02/2023 09:13AM	Approved
NIFA Approval	Irfan Qureshi	01/04/2023 02:36PM	Approved
Final Approval	Irfan Qureshi	01/04/2023 02:36PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/05/2023 03:14PM	Approved
DCE Compliance Approval	Robert Cleary	01/13/2023 04:41PM	Approved
Vertical DCE Approval	Arthur Walsh	01/26/2023 03:22PM	Approved
Final Approval	Arthur Walsh	01/26/2023 03:22PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	01/26/2023 03:35PM	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. – 2023

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, AND JOVIA FINANCIAL CREDIT UNION.

WHEREAS, the County negotiated a sponsorship agreement with Jovia Financial Credit Union, to promote the 2022 Summer Concert Series at Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Discover Long Island, Inc.

## SPONSORSHIP AGREEMENT

THIS AGREEMENT ("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 **JOVIA FINANCIAL CREDIT UNION**, located at 100 Corporate Drive, Westbury, NY 11590 (the "Sponsor" or "JOVIA").

### WITNESSETH:

WHEREAS, the County is desirous of obtaining 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 advertising, promoting and marketing its company;  
and

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 Series at Eisenhower Park (the "Event"), including advertising, promoting and marketing; and

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

1. **The Event.** The Event includes the County's concerts at the Lakeside Theatre in Eisenhower Park during the months of June, July and August in the year 2022 as outlined in the attached schedule A here.

2. **Term.** This Agreement shall commence on the mutual execution of this Agreement, and terminate on August 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement.

3. **Title Sponsorship.** Subject to the terms and conditions set forth herein, the County grants to Sponsor the exclusive Title Sponsorship and sole financial institution sponsor ("Title Sponsorship") for the Event with the exception of the TD Bank Fireworks and Concert on July 1, 2022 and July 2, 2022. The County hereby grants to Sponsor the right to identify itself as the "Official Sponsor of the Summer Concert Series at Eisenhower Park" in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event and to be named in all Event advertising, promotional material and signage. Sponsor's signage shall be removed for the TD Bank Fireworks and Concert on July 1, 2022 and July 2, 2022 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 in the amount of **Sixty Thousand Dollars**

(\$60,000.00). Payment of the sponsorship fee of **Sixty Thousand Dollars** (\$60,000.00) will be accepted on an incremental basis until all payments have been received. All payments must be made payable to: "The Treasurer of Nassau County".

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 mutually agreed upon number of vertical banners promoting the Event. Banners must include any and all presenting sponsors as defined by the County.

(ii) A promotional campaign to encourage participation in the Event. 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.

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

(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 shall be **JOVIA FINANCIAL CREDIT UNION - Official Sponsor of the Summer Concert Series at Eisenhower Park**. 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 Series at Eisenhower Park". Such materials may include passes, posters, credentials, Event newspaper, press releases and the Event website.

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

(iii) The Sponsor will be prominently featured on Event signage including branding behind stage, side stage and on show fencing

(iv.) The Sponsor will be permitted to set up a tent at the entrance next to the production booth at Lakeside Theatre at each performance and interact with attendees. Option of on-stage introduction each event by Jovia Representative.

(v.) The Sponsor will be permitted access to the storage shed to keep giveaways on-site for entirety of summer series.

## **6. Promotions.**

(a) The Sponsor will be promoted at all pre-Event 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. 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, and for arranging all operational aspects of the Event, including but not limited to, the set-up of the Event, providing security and personnel to manage the Event, and managing communications with the media, if any.

(i) The County shall use its best 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, consistent with the obligations of managing similar concert events. The County shall have the sole right to design the website; select media and publicity outlets; and select 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 (the "Contractor") to act on its behalf respecting all obligations of the County under the terms of this Agreement. In the event the 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.

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 warrant that there will be no commercial sponsor featured in the title of the Event other than the Sponsor.

12. **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, 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.

13. **Termination.** (a) **Generally.** This Agreement may be terminated (i) for any reason upon thirty (30) days written notice to the Sponsor, (ii) for "Cause" immediately upon the receipt by the Sponsor of written notice of termination, (iii) upon mutual written Agreement of the Friends 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.

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

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

**14. 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.

**15. 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, to the attention of the Commissioner of Parks at the Administration Building, Eisenhower Park, East Meadow, NY 11554, and (iii) 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.

**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. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. **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.

19. **Compliance with Law.** (a) **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, provided Contractor has been given a written copy of the same a reasonable time prior to the performance;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of the Master Services Contract, 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 the Master Services Contract 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 Contract as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(b) **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 the Master Services Contract 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 Sponsorship Agreement.

(c) **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 Master Services Contract. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Master Services Contract.

(d) Vendor Code of Ethics. By executing the Master Services Contract, the Contractor hereby agrees, to the extent applicable, 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 shall comply with all of its provisions to the extent applicable under this Agreement;
- (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 the Master Services Contract;
- (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 the Master Services Contract, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under the Master Services Contract; 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 the Master Services Contract.

21. Miscellaneous. (a) The Contractor grants the Department a limited, non-exclusive, right to use the Jovia Financial Credit Union name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the performances. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Contractor's own promotion and advertisement of the performances. For this Contract, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

22. Indemnification. The County and Contractor agree to indemnify and hold each other, as well as their respective officers, directors, employees and agents, harmless from and against any claims, costs (including reasonable outside attorneys' fees), expenses, damages, liabilities, losses and/or judgments arising out of any claim or action made by any third party, to the extent such are sustained as a direct result of the negligence or intentional acts or omissions of the indemnifying party, its agents and/or employees.

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

JOVIA FINANCIAL CREDIT UNION

By: CHAKA ADAMS  
Name: CHAKA ADAMS  
Title: VP MARKETING & COMMUNITY RELATIONS  
Date: Sept 14, 2022

COUNTY OF NASSAU

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

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On the 14<sup>th</sup> day of September in the year 2022 before me personally came Chaka Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of Marketing, 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.

Erica Anne Johnson  
NOTARY PUBLIC

**ZINA WILLIAMS JOHNSON**  
Notary Public, State of New York  
No. 01WI6425598  
Qualified in Queens County  
Commission Expires 11/22/2025

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On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ 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.

NOTARY PUBLIC

## SCHEDULE "A"

# LAKE SIDE THEATRE CONCERTS

## EISENHOWER PARK, Field #6

All Concerts will be from 8:00pm - 10:00pm and all International Nights  
7:00 PM - 9:30 PM unless otherwise noted. All events weather permitting.  
Please call 516-572-0201 for up to date information.



Official Sponsor of the  
Summer Concert Series  
at Eisenhower Park

## JUNE

**FRIDAY, JUNE 17**

4:00pm-7:00pm

African American Night  
Juneteenth Celebration

8:00pm-10:00pm

Dr. K's Motown Revue

**SATURDAY, JUNE 18**

Dean Karahalas and the  
Concert Pops of Long Island

**MONDAY, JUNE 20**

Greek American Night

**THURSDAY, JUNE 23**

"Camelot" by Plaza Productions

**FRIDAY, JUNE 24 7:00pm-10:00pm**

Southern Rock Festival  
*featuring The Allmost Brothers,  
Brothers & Friends and Freebirds*

**SUNDAY, JUNE 26**

Latino American Night

**MONDAY, JUNE 27**

Italian American Night

## JULY

**FRIDAY, JULY 1 5:00pm-10:30pm**

TD Bank's "Celebrate America"  
Fireworks & Show *featuring*  
Captain Jack, A Billy Joel Tribute  
*Rain Date - July 2nd*

**FRIDAY, JULY 8**

Swingtime Big Band

**SATURDAY, JULY 9 6:00pm-10:00pm**

Nassau County Family Fun Festival  
with live presentations of "How I  
Became a Pirate" and "Pinkalicious"

**SUNDAY, JULY 10**

Creole American Night

**MONDAY, JULY 11**

German American Night

**FRIDAY, JULY 15**

Nassau Pops Symphony Orchestra

**SATURDAY, JULY 16**

Desert Highway Eagles Tribute

**SUNDAY, JULY 17**

Pakistani American Night

**MONDAY, JULY 18**

Harry Chapin Tribute

**FRIDAY, JULY 22**

Antigone Rising

**SATURDAY, JULY 23**

The Smithereens

**SUNDAY, JULY 24**

Bangladeshi American Night

**FRIDAY, JULY 29**

Zac Brown Tribute Band

**SATURDAY, JULY 30**

TBA - ROCK & ROLL  
HALL OF FAME ARTIST

**SUNDAY, JULY 31**

Scandinavian American Night

## AUGUST

**MONDAY, AUGUST 1**

Irish American Night

**FRIDAY, AUGUST 5**

Doo Wop Show *featuring*  
Johnny Farina, Stan Zizka's Del  
Satins, and The Chicklettes  
and Bobby Wilson

**SATURDAY, AUGUST 6**

6:30pm-10:00pm

'Salute to Veterans'

*featuring the Allmost Brothers  
and the American Bombshells*

**SUNDAY, AUGUST 7**

Chinese American Night

**MONDAY, AUGUST 8**

Turkish American Night

**FRIDAY, AUGUST 12**

Free Style 80s Show *featuring*  
Cynthia, Lime, Alisha, Giggles  
and Somethin' Fresh

**SATURDAY, AUGUST 13**

Neil Berg's  
"100 Years of Broadway"

**SUNDAY, AUGUST 14**

Pakistani American (PACOLI) Night

**FRIDAY, AUGUST 19**

45 RPM

**SATURDAY, AUGUST 20**

Country Show  
*featuring John King*

**SUNDAY, AUGUST 21**

Salvadorian American Night

**MONDAY, AUGUST 22**

Polish American Night

**FRIDAY, AUGUST 26**

Disco Show *featuring*  
Disco Unlimited, First Choice  
and Tramm's Revue

**SATURDAY, AUGUST 27**

TBA - INTERNATIONAL  
ROCK & ROLL BAND

**SUNDAY, AUGUST 28**

Korean American Night

**MONDAY, AUGUST 29**

Punjabi American Night

**TUESDAY, AUGUST 30**

Ukrainian American Night

**AFFIDAVIT**


State of New York    )  
                                  )  
County of Nassau    )

Renu Dalessandro being duly sworn deposes and says:

1. I am the Chief Marketing Officer of Jovia Financial Federal Credit Union ("Jovia").
2. Jovia is a Four Billion Dollar federal credit union with its principal office located at 1000 Corporate Drive, Westbury, New York 11590.
3. Jovia is a mutually owned credit union with over 214,000 members.
4. Jovia was chartered over 84 years ago by the National Credit Union Administration (the "NCUA"). It is subject to the National Credit Union Act and the Regulations of the NCUA.
5. Jovia is subject to annual examination by the NCUA.
6. Jovia is governed by an independent Board of Directors selected by its members in accordance with its NCUA approved By-laws.
7. Jovia's Board of Directors and Executive Management can be located at its 2021 Annual Report at: <https://www.jovia.org/about-us>.
8. Under Jovia's charter people who live work or worship in most of Nassau and Suffolk Counties are eligible for membership in Jovia.
9. Jovia has and is interested in sponsoring certain public events in Nassau County as a community service. I
10. I submit this affidavit in lieu of further corporate disclosure.
11. I recognize that the County of Nassau will rely on the truth of the contents herein contained.

  
Renu Dalessandro

Sworn to before me this 18  
Day of November, 2022

  
PETER J. PURPURA  
Notary Public, State of New York  
No. 01PU6300404  
Qualified in Nassau County  
Commission Expires March 31, 2026





# Nassau County Interim Finance Authority

## Contract Approval Request Form

(As of March 2017)

1. Vendor: Jovia Financial Credit Union

2. Dollar amount requiring NIFA approval: \$ .01

Amount to be encumbered: \$ .01

This is a ☒ New Contract ☐ Advisement ☐ 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: 6/1/22-8/31/22

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Concert performances were June, July and August, 2022

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <input type="checkbox"/>
<input type="checkbox"/> Other	State % <input type="checkbox"/>
	County % <input type="checkbox"/>

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

Has the County Legislature approved the borrowing? ☐ Yes ☒ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☒ No

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

The Sponsorship Agreement will allow the County to grant to Jovia the exclusive Title Sponsorship and sole financial institution sponsor (Title Sponsorship) for the County Events during June 2022 through August 2022. (see attached). The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert Series at Eisenhower Park in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event and to be named in all Event advertising, promotional material and signage. The amount Jovia agrees to pay to the County is a sponsorship fee in the amount of \$60,000.00.

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

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

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:

### 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.

---

Signature

Title

Date

---

Print Name

---

### 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.

---

Signature

Title

Date

---

Print Name

---

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.

---

Signature

Title

Date

---

Print Name

Elaine Phillips  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

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

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

CONTRACTOR NAME: Jovia Financial Credit Union

CONTRACTOR ADDRESS: 100 Corporate Drive, Westbury, NY 11590

FEDERAL TAX ID #: 111644859

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.


**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
Department Head Signature

12-26-22  
Date

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

## 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: Peter Purpura  
Date of birth: 12/10/1984  
Home address: 2174 central drive N  
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554  
Country: US

Business Address: 51 Charles Lindberg Blvc  
City: Uniondale State/Province/Territory: NY Zip/Postal Code: 11553  
Country: US  
Telephone: 5167142877

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	_____
Vice President	<u>12/01/2018</u>		
(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.

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, Peter Purpura , 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, Peter Purpura , 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.

Jovia Financial Credit Union

Name of submitting business

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

Peter Purpura PPURPURA@JOVIA.ORG

AVP, Business Development

Title

09/23/2022 03:27:26 pm

Date

BRUCE A. BLAKEMAN  
County Executive



DARCY A. BELYEA  
Commissioner

COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

TO: Robert Cleary, Chief Procurement Officer

FROM: Darcy A. Belyea *DB*  
Commissioner, Department of Parks, Recreation and Museums

DATE: December 26, 2022

SUBJECT: JOVIA FINANCIAL CREDIT UNION –  
CQPK22000029

Prior to my coming on board with the County, Jovia had previously provided \$25,000.00 in sponsorship for Lakeside Summer Concerts Series for eight (8) dates in 2021. Jovia looked to increase its participation in 2022 and we negotiated a sponsorship amount of \$60,000.00.

Although there are unlimited sponsorship opportunities for businesses to interact with Nassau County Parks, Recreation and Museums, we are pleased to accept this sponsorship amount from Jovia and look forward to working with them in the future.

There had been on-going negotiations with Jovia on what documents in Vendor Portal they would be required to complete since they did not feel it was necessary to complete all the disclosure forms. Jovia has submitted an Affidavit (attached) in lieu of most of the required disclosure forms.