



E-8-16 R9

Contract Details

SERVICE: Mediation and Conflict Resolution
Crime Prevention ProgramNIFS ID #: CLDA15000009
(CQDA15000011)

NIFS Entry Date: 12/07/15 Term: from 06/01/2013 to 08/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
EAC, Inc.	23-7175609 (01)
Address	Contact Person
50 Clinton Street	Rebecca Bell
Hempstead, NY 11550	Executive Vice President
	Phone
	(516) 379-0350

County Department
Department Contact
Nassau County District Attorney's Office
ADA Rene Fiechter
Address
262 Old Country Road
Mineola NY 11501
Phone
(516) 571-1090

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	12/8/15 12/9/15	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/11/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/22/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/22/15	<i>[Signature]</i>	
10/22/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/22/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/8/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/6/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/1/16	<i>[Signature]</i>	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE



Contract Summary

Description: The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators. Amendment Provides for Case manager and APPS Conflict Resolution Training.

Purpose: To help defuse potentially violent disputes in schools and the community by working with the District Attorney's offender re-entry program (COTA) by training and utilizing COTA members.

Method of Procurement: They are the sole providers of this program and work with the COTA program for the District Attorney in Hempstead Village for all eligible offenders returning to Nassau County.

Procurement History: The District Attorney established COTA to work with people returning to Nassau County from jail or prison. EAC has been a partner with the District Attorney since COTAs inception. EAC is a pioneer in the development of mediation and conflict resolution services. Together they have worked on a model to utilize ex-offenders to stave off youth violence.

Description of General Provisions: Amendment to increase the budget by Seventy-nine thousand three hundred ninety-eight dollars (\$79,398.00) to a new maximum amount of One hundred twenty-one thousand five hundred ninety-eight dollars (\$121,598.00) for a Re-Entry Case Manager, APPS Conflict Resolution Training and administrative fees for the Mediation and Conflict Resolution Crime Prevention Program and Training.

Impact on Funding / Price Analysis: None, project is funded through forfeiture money.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DA891BOTH
Object:	DE500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$XXXXXXXX
County	\$
Federal	\$
State	\$79,398.00
Capital	\$
Other	\$
TOTAL	\$79,398.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH DE500	\$79,398.00
2		\$
3		\$
4	APPROVED: G. Amato 12/22/15	\$
5		\$
6	LINE SECTION	\$
TOTAL		\$79,398.00

Document Prepared By: Tracy Niedfeld

Date: 12/07/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>1/6/16</i>
Date	Date	(For Office Use Only)
		E #:

E-8-16

RULES RESOLUTION NO. 9-2016

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 DISTRICT ATTORNEY'S
OFFICE, AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
aye 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with EAC, Inc. to provide services as described in the original agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to a personal services agreement with EAC, Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: EAC, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Hempstead, NY 11550

FEDERAL TAX ID #: 23-7175609

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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 15, 2015[date]. This is an amendment within the scope of the contract. The original contract was entered into as a sole provider of the program as described in the attached Staff Summary. 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.

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 the 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

12/9/16

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.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, INC.
Address: 50 CLINTON ST., SUITE 107
City, State and Zip Code: HEMPSTEAD, NY 11550
2. Entity's Vendor Identification Number: 23 7175609
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp not-for-profit corp. Other (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):

See attached.

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.

N/A

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None.

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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.

Dated: 11/16/15

Signed: Rebecca Bell

Print Name: REBECCA BELL

Title: CHIEF OPERATING OFFICER

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.

2015 - 2016 EAC NETWORK BOARD OF DIRECTORS

(Updated 11/6/15)

NAME

ADDRESS

BOARD POSITION

Angela Anton
Class of '13-'14

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Thomas Boerum
Class of '02-'03

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~~_____~~
~~_____~~
~~_____~~

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AMENDMENT NO. 1

AMENDMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501, and (ii) EAC, Inc., a New York State Not-for-Profit organization, having its principal office at 50 Clinton Street, Hempstead, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQDA15000011 between the County and the Contractor, executed on behalf of the County on June 19, 2015 (the "Original Agreement"), the Contractor performs certain services for the County in connection with conducting conflict resolution and mediation services in the schools, the jail, and crime prone communities, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement commences on June 1, 2013 and terminates on August 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original 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 Forty-Two Thousand Two Hundred Dollars (\$42,200.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to increase the Maximum Amount and amend the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the premises 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 Seventy Nine Thousand Three Hundred Ninety Eight dollars (\$79,398.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Hundred Twenty-One Thousand Five Hundred Ninety Eight dollars (\$121,598.00) (the "Amended Maximum Amount").

2. Budget. The budget referred to in Section 3(a) of the Original Agreement and attached to the Original Agreement as Attachment A is amended to appear in its entirety as set forth in Attachment A-1 attached hereto (such amended budget, the "Amended Budget").

3. 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 term of the Amended Agreement.

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

EAC, INC.

By: Rebecca Bell
Name: REBECCA BELL
Title: CHIEF OPERATIVE OFFICER
Date: 11/10/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 10 day of November in the year 2015 before me personally came Rebecca Bell 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 COO & EVP of EAC, 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.

Qualified in Queens County
My Commission Expires May 11, 2017

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 the 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

Attachment A-1

EAC, Inc. Mediation Services

Training (June 1, 2013 through July 31, 2014): \$100 per day of training provided by each COTA Mediator (approximately 10:00am to 4:00pm)	\$ 21,200
Mediation and Counseling (August 1, 2014 through August 31, 2016): \$17.00 per hour for mediation and counseling services provided by each COTA Mediator	\$ 18,800
APPS Conflict Resolution Training (9 trainees @ \$50 per day for 5 days)	\$ 2,250
Re-Entry Case Manager (April 28, 2015 through August 31, 2016) F/T Annual Salary: \$42,000	\$ 55,035
Fringe for Re-Entry Case Manager only (36%)	\$ 19,813
Administrative fee:	<u>\$ 4,500</u>
TOTAL BUDGET:	<u>\$121,598</u>



E-101-15

Contract Details

SERVICE: Mediation and Conflict Resolution
Crime Prevention Program

NIFS ID #: CQDA15000011

NIFS Entry Date: 04/27/15

Term: from 06/01/2013 to 08/31/2016

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
EAC, Inc.	23-7175609 (01)
Address	Contact Person
50 Clinton Street	Rebecca Bell
Hempstead, NY 11550	Executive Vice President
	Phone
	(516) 379-0350

County Department
Department Contact
Nassau County District Attorney's Office
ADA Rene Fiechter
Address
262 Old Country Road
Mineola NY 11501
Phone
(516) 571-1090

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	4/29/15 4/30/15	<i>[Signature]</i> <i>[Signature]</i>	
5/1/15	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	5/1/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/7/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/8/15	<i>[Signature]</i>	
5/15/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/12/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/19/15	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	5/13/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/11/15	<i>[Signature]</i>	
5/15/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/15/15	<i>[Signature]</i>	



Contract Summary

Description: The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators.

Purpose: To help defuse potentially violent disputes in schools and the community by working with the District Attorney's offender re-entry program (COTA) by training and utilizing COTA members.

Method of Procurement: They are the sole providers of this program and work with the COTA program for the District Attorney in Hempstead Village for all eligible offenders returning to Nassau County.

Procurement History: The District Attorney established COTA to work with people returning to Nassau County from jail or prison. EAC has been a partner with the District Attorney since COTAs inception. EAC is a pioneer in the development of mediation and conflict resolution services. Together they have worked on a model to utilize ex-offenders to stave off youth violence.

Description of General Provisions: Two year contract from June 1, 2013 through August 31, 2016 in the amount of Forty-Two Thousand Two Hundred dollars (\$42,200.00) for Mediation and Conflict Resolution Crime Prevention Program and Training.

Impact on Funding / Price Analysis: None, project is funded through forfeiture money.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DA891BOTH
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$XXXXXXXX
County	\$
Federal	\$
State	\$42,200.00
Capital	\$
Other	\$
TOTAL	\$42,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH DE500	\$42,200.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$42,200.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared
By:

Tracy Niedfeld

Date: 04/27/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>Michael S. Cohen</i>	Name <i>James A. Saw</i>	Date <i>5/15/15</i>
Date <i>6/12/2015</i>	Date <i>June 12, 2015</i>	(For Office Use Only)
		E #:

E-10115

RULES RESOLUTION NO. 121 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with EAC, Inc. to provide a mediation program to provide conflict resolution
and mediation services in the schools, jails and crime prone communities to
reduce and prevent crime, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with EAC, Inc.

RULES RESOLUTION NO. – 2015

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TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
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RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with EAC, Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: EAC, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Hempstead, NY 11550

FEDERAL TAX ID #: 23-7175609

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

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.

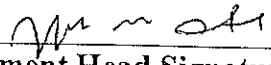
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. This is a contract to add mediation services to the offender re-entry work performed by EAC, Inc. and the District Attorney's Office.

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.

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

4/30/15

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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DISTRICT ATTORNEY'S OFFICE

Inter-Departmental Memo

To: Office of the Comptroller

From: Rene P. Fiechter, Director of Community Affairs

Date: April 24, 2015

Subject: *EAC Inc., MEDIATION AND CONFLICT RESOLUTION CRIME PREVENTION PROGRAM*

The following is an addendum to the Comptroller Approval Form submitted with our proposed subcontract of \$42,200.00 for the above agency explaining why the organization was selected without a bid process.

The organization was exempt from the process under the following section of the Comptroller's form:

Section V. part A *"There are only one or two providers of the services..."*

This is a continuation of the District Attorney's offender re-entry program performed in partnership, with EAC, Inc.). EAC provides mediation and conflict resolution assistance to community groups and citizens as well as schools. The District Attorney, through its COTA program, assists people recently released from jail or prison in an effort to reduce a return to crime and to increase their reintegration into the community. We have seen that certain members of COTA can play an effective role in staving off violence amongst youth and adults in high crime neighborhoods. The District Attorney seeks to partner with EAC in developing this idea by utilizing trained COTA members as mediators with EAC's mediation service.



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of The Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, NY (the "Department"), and (ii) EAC, Inc., a New York State not-for-profit corporation, having its principal office at 50 Clinton Street, Hempstead, New York 11550 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

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

WHEREAS, the District Attorney has received federal forfeiture funds to be utilized for various crime prevention project activities and programs;

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

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

1. Term. This Agreement shall commence on June 1, 2013 and terminate on August 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of conducting a mediation program to provide conflict resolution and mediation services in the schools, the jail, and crime prone communities to reduce and prevent crime, utilizing trained members of the District Attorney's ex-offender re-entry program, COTA (Counsel Of Thought and Action) (the "Services").

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 be Forty-Two Thousand Two Hundred Dollars (\$42,200.00) (the "Maximum Amount"), payable as described in the budget attached hereto as Attachment A. The County and the Department shall have no liability or responsibility for any costs beyond the Maximum Amount.

(b) Vouchers; Voucher Review, Approval and Audit. All payments, except for the Administrative Fee which shall be payable within a reasonable time after the execution of this Agreement, shall be made to the Contractor in arrears and all payments, including the Administrative Fee, shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services 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) 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.

(d) 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 Contractor and any funding source including the County.

(e) 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, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reallocation Among Line Items: The Contractor may reallocate monies among line items, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item, nor add or subtract a line item, without the prior written consent of the Department, notwithstanding Paragraph 10 ("Assignment; Amendment; Waiver; Subcontracting") of this Agreement.

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, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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 hereto 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 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 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) Protection of Client Information. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information (including, but not limited to, names, addresses, social security numbers, and dates of birth, and medical information of any kind), or utilize any of such information (hereinafter, Confidential Information) for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. This paragraph shall survive termination of 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, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor 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 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 are 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) 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, (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.

(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 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 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 with 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. 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.

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 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.

[Remainder of Page Intentionally Left Blank.]

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

EAC, INC.

By: Rebecca Bell
Name: CHIEF OPERATING OFFICER
Title: REBECCA BELL
Date: 4/1/15

NASSAU COUNTY

By: Charles Rickards
Name: Charles Rickards
Title: County Executive
☒ Deputy County Executive
Date: 6/19/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of April in the year 2015 before me personally came Rebecca Bell 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 Exec. VP + COO of EAC, 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



KAREN J. JENSEN

Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

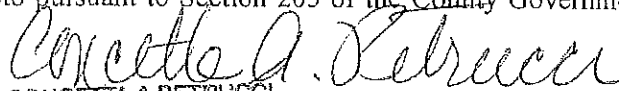
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of June in the year 2015 before me personally came Charles Ribando 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 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



CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0256026
Qualified in Nassau County
Commission Expires April 02, 2016

Attachment A

EAC, Inc. Mediation Services

Training (June 1, 2013 through July 31, 2014:

\$100 per day of training provided by each COTA Mediator (approximately 10:00am to 4:00pm)	\$21,200
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Mediation and Counseling (August 1, 2014 through August 31, 2016):

\$17.00 per hour for mediation and counseling services provided by each COTA Mediator (each session is a minimum of 90 minutes duration)	\$18,800
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Administrative fee:	<u>\$ 2,200</u>
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TOTAL BUDGET:	<u>\$42,200</u>
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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:

LANCE W. ELDER (Name)
EAC 50 CLINTON ST., SUITE 107 HEMPSTEAD, NY 11550 (Address)
(516) 539-0150 (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.

Dated 4/1/15

Rebecca Bell
Signature of Chief Executive Officer
OPERATING

REBECCA BELL
Name of Chief Executive Officer

Sworn to before me this

1st day of April, 2015

Karen J. Jensen
Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

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.

2014 - 2015 EAC NETWORK BOARD OF DIRECTORS

(Updated 4/30/15)

<u>NAME</u>	<u>ADDRESS</u>	<u>BOARD POSITION</u>
<u>Angela Anton</u> Class of '13-'14	Anton Community Newspapers 132 East Second Street Mineola, NY 11501	516-747-8282 [REDACTED] Cell aanton@antonnews.com
<u>Thomas Boerum</u> Class of '02-'03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [REDACTED]
<u>Ernie Canadeo</u> Class of '13-'14	President The EGC Group 1175 Walt Whitman Road Melville, New York 11747	(516) 935-4944 ernie@egcgroup.com
<u>Noreen Carro</u> Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [REDACTED] Cell 516-285-9268 Fax noreen@lmnprinting.com
<u>John A. Cherpock, CPA</u> Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	<i>Board Member Emeritus</i> 646-227-4866 646-227-4299 Fax [REDACTED] Cell john.cherpock@navigant.com
<u>Brian Clarke</u> Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	<i>Chairman</i> 516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
<u>Brian Edwards</u> Class of '06-'07	Executive VP/Managing Director Astoria Federal Savings One Astoria Federal Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriafederal.com
<u>Steven J. Eisman, Esq.</u> Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman, Greenberg, Formato & Einiger, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	<i>Chairman Emeritus</i> 516-328-2300 516-328-6638 Fax seisman@abramslaw.com

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Class of '06-'07

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E-8-16

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, INC.
Address: 50 CLINTON ST., SUITE 107
City, State and Zip Code: HEMPSTEAD NY 11550
2. Entity's Vendor Identification Number: _____
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp NON-PROFIT Other (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):

see attached

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.

none

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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.

Dated: 5/21/15

Signed: Rebecca Bell

Print Name: REBECCA BELL

Title: C.O.O.

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.

2014 - 2015 EAC NETWORK BOARD OF DIRECTORS

(Updated 10/22/14)

<u>NAME</u>	<u>ADDRESS</u>	<u>BOARD POSITION</u>
<u>Angela Anton</u> Class of '13-'14	Anton Community Newspapers 132 East Second Street Mineola, NY 11501	516-747-8282 [REDACTED] Cell aaanton@antonnews.com
<u>Thomas Boerum</u> Class of '02-'03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [REDACTED]
<u>Ernie Canadeo</u> Class of '13-'14	President The EGC Group 1175 Walt Whitman Road Melville, New York 11747	(516) 935-4944 ernie@egcgroup.com
<u>Noreen Carro</u> Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [REDACTED] Cell 516-285-9268 Fax noreen@lmnprinting.com
<u>John A. Cherpock</u> Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	<i>Board Member Emeritus</i> 646-227-4866 646-227-4299 Fax [REDACTED] Cell john.cherpock@navigant.com
<u>Brian Clarke</u> Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	<i>Chairman</i> 516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
<u>Brian Edwards</u> Class of '06-'07	Executive VP/Managing Director Astoria Federal Savings One Astoria Federal Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriafederal.com
<u>Steven J. Eisman, Esq.</u> Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman, Greenberg, Formato & Einiger, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	<i>Chairman Emeritus</i> 516-328-2300 516-328-6638 Fax seisman@abramslaw.com

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Nassau County Interim Finance Authority

Contract Approval Request Form

1. Vendor: EAC, Inc. CLDA15000009 (CQDA15000011)

2. Dollar amount requiring NIFA approval: \$ 79,398.00

Amount to be encumbered: \$ 79,398.00

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: 06/01/13 to 08/31/16

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

If yes, please explain: Service is on-going

4. Funding Source:

<input type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Capital Improvement Fund (CAP)
<input type="checkbox"/> Police District Fund (PDD)	<input type="checkbox"/> Red Light Camera Fund (RLC)
<input type="checkbox"/> Police Headquarters Fund (PDH)	<input type="checkbox"/> Public Utility Authority (PUA)
<input type="checkbox"/> Fire Commission Fund (FCF)	<input checked="" type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Sewer & Storm Water Fund (SSW)	
	Federal % <input type="text"/>
	State % <u>100</u>
	County % <input type="text"/>

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

The service provides mediation and dispute settlement for schools and community members as a violence prevention strategy and will help train, place, and manage members from the District Attorney's re-entry program (COTA) to act as mediators

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:

CQHS14000066 01 MEDIATION ALTERNATIVE PROGRAM \$39,970.00; CQHS14000007 01 EAC HDM \$218,143.00; CQHS14000007 02 EAC HDM \$19,750.00; CQSS14000008 01 CONCILIATION SERVICES \$119,917.00; CQHS14000006 01 EAC HEMPSTEAD & PORT \$3,300.00; CQHS14000006 02 EAC HEMPSTEAD & PORT \$195,336.00; CQHS14000006 03 EAC HEMPSTEAD & PORT \$13,650.00; CQHS14000006 04 EAC HEMPSTEAD & PORT \$339,698.00; CQHS14000006 05 EAC HEMPSTEAD & PORT \$96,463.00; CQHS14000008 01 EAC CSI \$24,720.00; CQHS15000098 01 MEDIATION ALTERNATIVE PROJECT \$39,970.00; CQHS15000050 01 EDUCATION AND ASSISTANCE CORP. 2015 \$593,416.00; CQDA15000011 EAC Mediation & Conflict resolutionPrgm \$42,200.00.

NOTE:

At a minimum, all submissions must include 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 reserves the right to request additional information as needed.

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.

Loisann Silber 12/22/15
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.

Furthermore, 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.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.