

E-154-16

Contract Details

Continue Detail	1.5	<u>5</u>	SERVICE: Chaplaincy	
NIFS ID # :CQCC16	000003	NIFS Entry Date: 01/06/16	Term: from <u>1/1/16</u>	to 12/31/16
New ⊠ Renewal □	1) Mandated Program:	Yes No No	
Amendment	2) Comptroller Approval Form .	Yes No	
Time Extension	3) CSEA Agreement § 32 Comp	oliance Attached:	Yes No No
Addl. Funds	4) Vendor Ownership & Mgmt.	Disclosure Attached:	Yes No
Blanket Resolution RES#	5)) Insurance Required		Yes No No
Agency Inform	ation			
Application of the second seco	Vendo)[provide	County I	Department 4
Nassau Council of Black Cler	(T/A	Vendor ID#	Department Cor	
Unified Council of Churches	gy I/A	112655987	Narda Hall	
Address		Contact Person	Address	HATEL
569 National Blvd.		Rev. Dolores Miller	100 Carmen Avo	e.
Long Beach, NY 11561			East Meadow, N	· ·
		Phone 516-432-6319 or	Phone	
		516-572-1478	516-572-3810	
		e-mail:		
Routing Slip				
DATE DEPARTMENT 3	Int	ernal Verification Approach	*45. SIGNATURE	Leg. Approvide
		ntry (Dept) Opvl (Dept. Head)	20101	
Department			SKIIUV	
		tor Registered 146	Chily	
ОМВ		tor Registered)	11/1	Yes No No Not required if blanket resolution
County Attorney	CA RE o	& Insurance [12] 2/16/16	1 Dr. L.	And the state of t
2 16 16 County Attorney	CA Appr	roval as to form 2/19/16	Lo el	Yes Zixo Bit.
Legislative Affairs	Fw'd Or CA	iginal Contract to		O End playing.
County Attorney	NIFS Ap	proval		
Comptroller	NIFS Ap	proval	01	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
County Executive	Notariza Filed wit	tion the Leg.	CM	11/1/1/10

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Department: Correctional Center

Contract Summary Description: Chaplaincy term 1/1/16-12/31/16

Purpose: T Center.	o provide r	eligious services :	and co	ounseling to the i	inmate popi	ulation at the Nas	sau County C	Correctional
Method of	Procureme	nt: From prior y	ear.			Planta	11-16-1	
Procureme	nt History:	new contract as	n prid	or years.	**	7110		
right to hol congregated	d any relig d religious	l Provisions: Nevious belief. Section activities at least sas times not dul	n 7024 once p	4.3 requires that per week. Inmate	the facility es shall be p	will permit relig	ious advisors	to conduct
\$40,000.00	yr.	Price Analysis: Fu			period 1/1/1	16-12/31/16 with a	a budget impa	ect of
Change in O NONE	Contract fr	om Prior Procur	ement	•			4.4	
Recommendation	on: Approve	as submitted			"			
Advisen	nent In	formation						
BUDGET C	married state and a second	FUNDING SOU	ŘČE -	AMOUNT	LINE.	INDEX/OBJE	erean:	AMOUNT
Fund:	GEN	Revenue Contract		XXXXXXX	1	CCGEN1310/DE51	Control of the Contro	\$40,000.00
Control:	10	County		\$40,000.00	2			\$
Resp:	1310	Federal		\$	3			\$
Object:	510	State		\$	4			\$
Transaction:	CQ	Capital		\$	5			\$
		Other		\$	6			\$
RENEW	ΔĹ	Т	OTAL	\$40,000.00			TOTAL	\$ 40,000.00
% Increase	**************************************				J L			
% Decrease		Document Prepared B	y: _K	athleen Kelly			Date:	1/6/16
	NIES CAVER	cation.	Caleaza			· ·	$\overline{\Omega}_{I}$	1
	that this document was			fy that an unencumbered balance present in the appropriati	sufficient to cover this co	Nama	dough Mechity Ap	provat
Name .			Name		· · · · · · · · · · · · · · · · · · ·	Date	belie	
Date			Date			E#:	(For Office Use Onl	(y)

4.0



Nassau County Interim Finance Authority

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

1. Vendor:	Vendor: Nassau Council of Black Clergy T/A Unified Council of Churches					
2. Dollar amount requi	ring NIFA approval	\$40,000.0	0			
Amount to be encum	bered: \$ 40,000.0	00				
This is a	New Contract	Advisement	Amendment			
If new contract - \$ amount If advisement – NIFA only If amendment - \$ amount s	needs to review if it is	increasing funds a		reviously approve	d by NIFA	
3. Contract Term:	1/1/16-12/31/16					
Has work or services on	this contract commer	iced?	/es	_ No		
If yes, please explain:	Ongoing contract					
4. Funding Source:						
General Fund (GE Capital Improvem Other	N) ent Fund (CAP)	Grant Fur	d (GRT) Federal % State % County %			
Is the cash available for the	e full amount of the co	ntract?	Yes	No		
If not, will it require a	future borrowing?		Yes Yes	No		
Has the County Legislature	approved the borrow	ing?	Yes	No	N/A	
Has NIFA approved the bo	rrowing for this contra	act?	Yes	No	N/A	
5. Provide a brief descr	ription (4 to 5 sente	nces) of the iten	o for which this a	approval is requ	ested:	
New York State Commiss 7024.3 requires that the finmates shall be permitte	acility will permit religious	advisors to conduct	congregated religiou	is activities at least o	nce per week.	
6. Has the item reques	ted herein followed	l all proper prod	edures and ther	eby approved b	y the:	
Nassau County Attorne Nassau County Commi	y as to form ttee and/or Legislatur	e Yes Yes	No	N/A N/A		
Date of approval(s)	and citation to the	resolution wher	e approval for tl	nis item was pro	ovided:	
CQCC13000006-03 Nas				rty within the p	rior 12 months:	

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AUTHORIZATION

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

Rosean	- Rich	2/11/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	OFFICE
	Vassau County Approved Budget a	rmation listed is true and accurate and is in nd not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumbe	red pending NIFA approval of this contract.
· · · · · · · · · · · · · · · · · · ·	onding for this contract has been appr	roved by NIFA. It the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d by NIFA:	<u> </u>
Signature	Title	Date
Print Name		

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

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RULES RESOLUTION NO. - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF CORRECTION AND THE NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

WHEREAS, the County has negotiated a personal services agreement with the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches to provide duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correctional Center, 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 the Nassau Council of Black Clergy, Inc. T/A Unified Council of
Churches.

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FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY 02/11/2016 9:18 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 02

: 02 2016 FEB 2016

INDEX ORGANIZATION

: CC

NC SHERIFF/CORRECTIONAL CENTER

CHARAC / OBJECT FDTP FUND SFND

GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL

GRANT GRANT DTL:

UCODE/ORD#/DRC

S OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
AA	SALARIES,	115,957,772	115,957,772	12,145,486	103,812,286
AC	WORKERS CO	8,275,342	8,275,342	581,360	7,693,982
$\mathbb{B}\mathbb{B}$	EQUIPMENT	33,235	33,235	1,852	31,383
DD	GENERAL EX	3,153,430	3,153,430	512,774	2,640,656
DE	CONTRACTUA	17,029,617	17,029,617	-123,314	17,152,931
DF	UTILITY CO	2,095,000	2,095,000	99,763	1,995,237
	EXP TOTAL	146,544,396	146,544,396	13,217,921	133,326,475
F1-HELP	F2-SELECT		F4-PRIOR	F5-NEXT	, ,
F7-PRIOR	PG F8-NEXT P	C F9-LINK			

GO12 - NEXT PAGE DISPLAYED

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NIFS PRODUCTION SYSTEM VENDOR SUMMARY

02/11/2016 9:18 AM

ACTIVE
FISCAL MO/YEAR: 02 2016
VENDOR NUMBER: 01 NASSAU COUNCIL OF BLACK CLERGY INC
VENDOR ALPHA: NASSAU COUNCIL BLCK CLRGY

S VENDOR SUMMARY	FEB	2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES		.00	.00	-97.80
RETAINAGES		.00	.00	.00
ACCRUALS		.00	-3,333.33	161.34
PAYMENTS		.00	3,333.33	1,056,547.60
CASH RECEIPTS		.00	.00	.00
ACCT RECVABLE		.00	.00	.00
1099 TOTALS		.00	3,333.33	3,333.33
B/U WITHHOLDING		.00	.00	.00
B/U WITH PAID		.00	.00	.00
TX LIEN W/HELD		.00		.00
TAX LIENS PAID		.00		.00
ST BCKUP W/HOLD		.00		.00
ST BU W/H PAID		.00	.00	.00
F1-HELP F2-SELECT		F4-PRIC		
	F9-LINK			
B/U WITHHOLDING B/U WITH PAID TX LIEN W/HELD TAX LIENS PAID ST BCKUP W/HOLD ST BU W/H PAID	F9-LINK	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00 .00

GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

FISCAL MO/YEAR: 13 2015 ADADJ2015

BALANCE TYPE : 01 ENCUMBRANC

O1 NASSAU COUNCIL OF BLACK CLERGY INC VENDOR

POST DATE T/C DOCUMENT CHECK NO PERIOD INDEX SUBOBJ BANK DESCRIPTION DUE DATE AMOUNT 01/20/2016 136P VDCC15000235 01 CCGEN1310 DE510 13 2015 -3,333.3301/20/2016 *DECEMBER2015*

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

FISCAL MO/YEAR : 12 2015 DEC 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

01 NASSAU COUNCIL OF BLACK CLERGY INC

POST DATE T/C DOCUMENT CHECK NO PERIOD INDEX SUBOBJ BANK DESCRIPTION DUE DATE AMOUNT 12/22/2015 136P VDCC15000226 01 CCGEN1310 DE510 12 2015 -3,333.33 12/16/2015 *NOVEMBER2015*

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



LINK TO:

FAML6161 V4.2 NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

LINK TO: VENDOR DETAIL	9.10 AW
ACTIVE	
FISCAL MO/YEAR: 11 2015 NOV 2015 BALANCE TYPE: 01 ENCUMBE	RANC
VENDOR : 01 NASSAU COUNCIL OF BLACK CLERGY INC	
VENDOR . UT NASSAU COUNCIE OF BLACK CLERGI INC	
	K NO PERIOD
DUE DATE DESCRIPTION	AMOUNT
11/12/2015 136P VDCC15000176 01 CCGEN1310 DE510	11 2015
10/20/2015 *SEPTEMBER-2015*	-3,333.33
11/25/2015 136P VDCC15000204 01 CCGEN1310 DE510	11 2015
11/09/2015 *OCTOBER-2015*	-3,333.33

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

GO14 - RECORD FOUND



NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

01 NASSAU COUNCIL OF BLACK CLERGY INC

POST DATE T/C DOCUMENT JE DATE DESCRIPTION INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE AMOUNT 10/20/2015 136P VDCC15000154 01 CCGEN1310 DE510 10 2015 -3,333.33 09/14/2015 *AUGUST-2015*

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

FISCAL MO/YEAR : 08 2015 AUG 2015

BALANCE TYPE : 01 ENCUMBRANC

: 01 NASSAU COUNCIL OF BLACK CLERGY INC

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

SUBOBJ BANK INDEX

CHECK NO PERIOD

AMOUNT

08/12/2015 136P VDCC15000144 01 CCGEN1310

DE510

08 2015

08/04/2015 *JULY-2015*

-3,333.33

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG GO14 - RECORD FOUND

F9-LINK

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

F9-LINK

FISCAL MO/YEAR: 07 2015 JULY 2015 BALANCE TYPE: 01 ENCUMBRANC VENDOR: 01 NASSAU COUNCIL OF BLACK CLERGY INC

S POST DATE T/C DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO PERIOD
DUE DATE DESCRIPTION			AMOUNT
07/06/2015 136P VDCC15000106	01 CCGEN1310	DE510	07 2015
06/04/2015 *MAY2015*			-3,333.33
07/30/2015 136P VDCC15000141	01 CCGEN1310	DE510	Ó7 2015
07/13/2015 *JUNE-2015*			-3,333.33

F2-SELECT F1-HELP F7-PRIOR PG F8-NEXT PG

GO14 - RECORD FOUND



NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:18 AM

ACTIVE

FISCAL MO/YEAR: 06 2015 JUNE 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 01 NASSAU COUNCIL OF BLACK CLERGY INC

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD AMOUNT 06/24/2015 136P VDCC15000088 01 CCGEN1310 DE510 06 2015 05/26/2015 *APRIL-2015*

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:19 AM

ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

: 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE				INDEX	SUBOBJ	BANK	CHECK NO	
	DUE DATE DE	ESCRII	PTION						AMOUNT
	05/12/2015	136P	VDCC15000033	01	CCGEN1310	DE510			05 2015
	04/22/2015 *J	JANUAI	RY2015*						3,333.33
	05/12/2015	136P	VDCC15000034	01	CCGEN1310	DE510			05 2015
	04/22/2015 *F	FEBRU	ARY2015*					_	3,333.33
	05/14/2015	136P	VDCC15000066	01	CCGEN1310	DE510			05 2015
	04/22/2015 *1							_	3,333.33

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

GO14 - RECORD FOUND



NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/11/2016 9:19 AM

ACTIVE VENDOR

FISCAL MO/YEAR : 03 2015 MAR 2015

BALANCE TYPE : 01 ENCUMBRANC

01 NASSAU COUNCIL OF BLACK CLERGY INC

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

03/18/2015 109 CLCC15000004 01 CCGEN1310 CHAPLAINCY 1/1/15-12/31/15

DE510

AMOUNT 03 2015

40,000.00

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



FAML4010 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT HEADER

01/06/2016 11:24 AM

: 01

DOCUMENT CATEGORY

: CQ CONTRACT NON-CAPITAL : KELLY, KATHLEEN 2-3810

ENTERED BY DOCUMENT NUMBER

: CQCC16000003 INITIATING DEPT : CC : 01 2016 JANUARY

INPUT PERIOD (MM YYYY) VENDOR NUMBER / SUFFIX

APPROVAL TYPE 01

VENDOR NAME

: NASSAU COUNCIL OF BLACK CLERGY INC

VENDOR ADDRESS : 569 NATIONAL BLVD

LONG BEACH

NY 11561

COUNTRY ALPHA VENDOR USA NASSAU COUNCIL BLCK CLRGY

TREAS NO

BANK NUMBER DUE DATE

SINGLE CHECK 40,000.00 CURRENCY CODE

DOCUMENT AMOUNT NUMBER OF LINES

1 RESPONSIBLE UNIT:

TRANSACTION CODE HASH TERMS

NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS

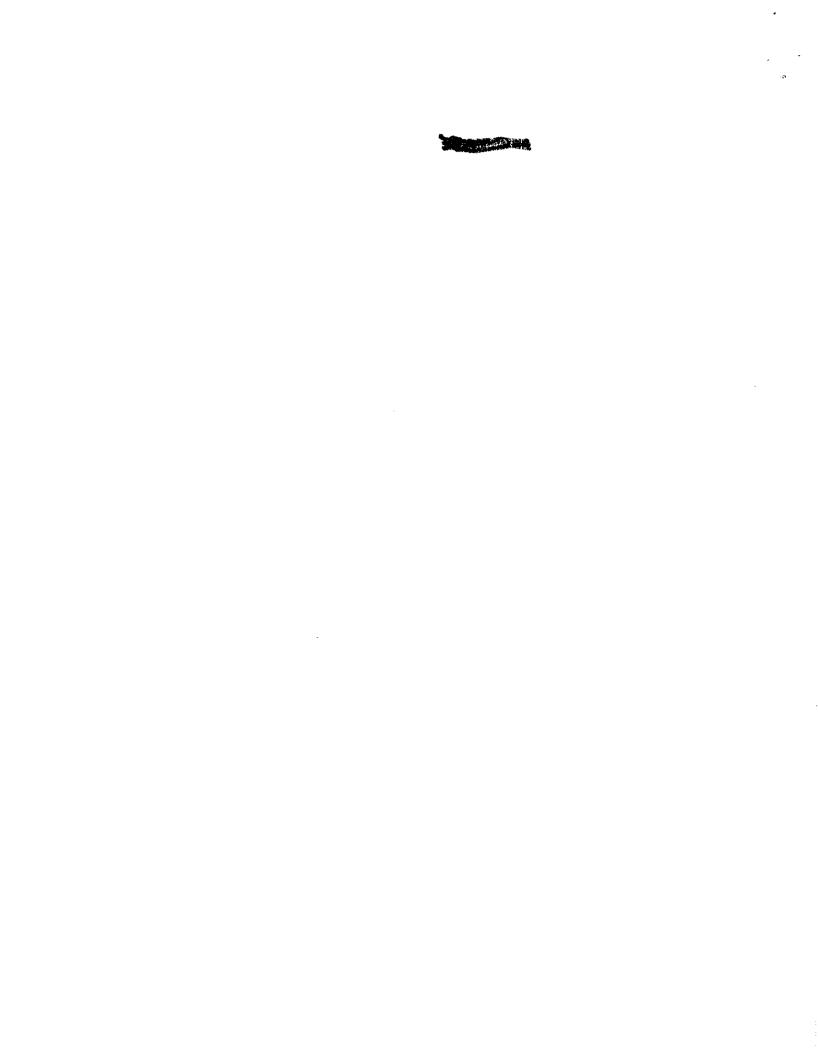
F3-DELETE F9-LINK

F4-PRIOR F10-SAVE

F5-NEXT

F6-DTL ENTRY F12-ADL FCTNS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT GO14 - RECORD FOUND



FAML4050 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

01/06/2016 11:24 AM

DOCUMENT : CQCC16000003 - 02 INPUT PER: 01 2016 AMOUNT :

40,000.00

TRANS CODE

: 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE

DOCUMENT REF

TRANS DESC. CHAPLAINGY 1/1/16-12/31/16

TRANS AMOUNT

INDEX SUBOBJECT CCGEN1310 REHABILITATION UNIT DE510

UCODE/ORD#/DRC

GRANT GRANT DETAIL PROJECT

PROJECT DETAIL START DATE END DATE

CHAPLAINCY

FINANCIAL ERRORS:

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT

F7-VIEW DOC F9-LINK F10-SAVE

GO01 - RECORD SAVED

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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: Nassau Council of Black Clergy T/A Unified Council of Churches
CONTRACTOR ADDRESS: 569 National Blvd., Long Beach, NY 11561
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.
I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on
[describe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. Participation of Minority Group Members and Women in Nassau County
Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Nendor 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 2/4/16 Date

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2016, (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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to 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 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. <u>Term</u>. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.
- 2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Fourty Thousand Dollars (\$40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents (\$3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.
- (b) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and 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").
 - II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

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- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. <u>No Arrears or Default</u>. The 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. <u>Compliance with Law</u>. (a) <u>Generally</u>. 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) <u>Nassau County Living Wage Law.</u> 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

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- Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (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. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department, Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.
- 7. <u>Minimum Service Standards</u>. 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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

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Loss that is caused by the negligence of the County.

- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. 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) <u>Delivery; Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
 - 10. Assignment; Amendment; Waiver; <u>Subcontracting</u>. This Agreement and the rights

and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the 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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. <u>All Legal Provisions Deemed Included; Severability; Supremacy.</u> (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

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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.

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- (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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 20. <u>Administrative Service Charge</u>. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.
 - 21. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

By: MEU Melores Muller Name: MOU, Doloson Muller	
Title: prosedent of Nense- Date: 12/29/15	united Couried & shucho
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NASSAU COUNTY	
Ву:	
Name: Title: Deputy County Executive	• • ,

PLEASE EXECUTE IN BLUE INK

Date:

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By: Name: Row, Deloses Miller Title: president of NEOBE-United Pour Date: 12/29/15	Is q elucho -
NASSAU COUNTY	
By: Name: Title:Deputy County Executive Date:	- -

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
On the day of December in the year 2015 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 Nasar ; that he or she is the first with 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
STATE OF NEW YORK))ss.: COUNTY OF NASSAU) On the 19 day of 19 in the year 2015 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 10 fth county of 10 ft
NOTARY PUBLIC
AGNES A SAVONA NOTARY PUBLIC, State of New York No. 46 18181 Outshied in Nessau County Commission Expires April 30, 19 C

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CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2016, (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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to 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 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. <u>Term</u>. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.
- 2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Fourty Thousand Dollars (\$40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents (\$3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.
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 - II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

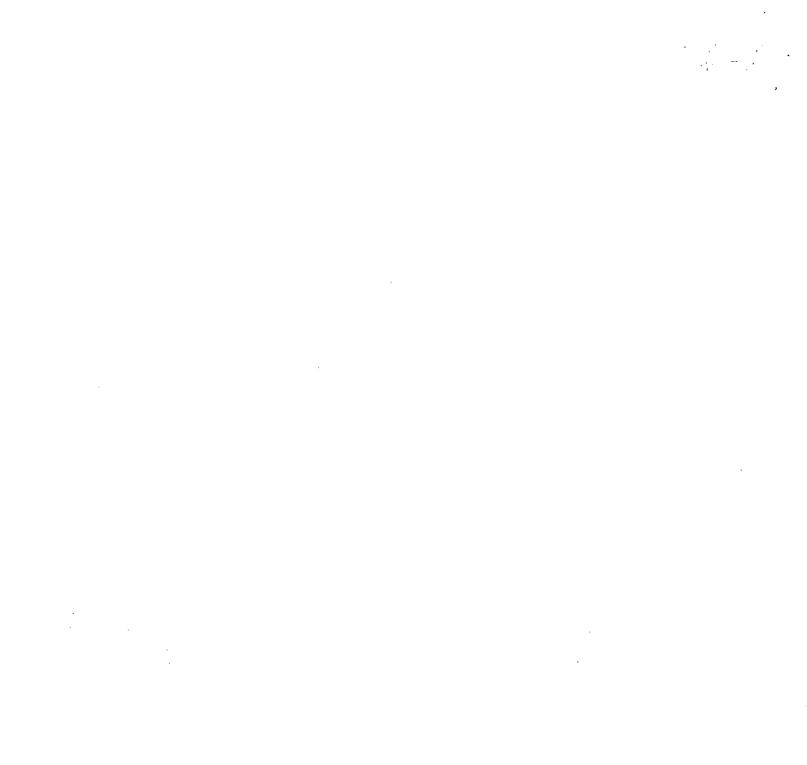
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- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
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- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. 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.
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- 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.
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 - (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

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- 7. <u>Minimum Service Standards</u>. 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.
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Loss that is caused by the negligence of the County.

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- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (<u>i</u>) 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, (<u>ii</u>) 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, (<u>iii</u>) compensation insurance for the benefit of the Contractor's employees ("<u>Workers' Compensation Insurance</u>"), which insurance is in compliance with the New York State Workers' Compensation Law, and (<u>iv</u>) 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) <u>Delivery; Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
 - 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

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and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the 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) <u>Contractor Assistance upon Termination</u>. 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.

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- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (iii) 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

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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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 20. <u>Administrative Service Charge</u>. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.
 - 21. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

By: R Name: Title: Date:	OU- Helves Miller Rever Delanes Miller Maredand of NroBe+ unfied Councily chude, 12/29/18-0
NASSAU	COUNTY
By: Name:_ Title:	Deputy County Executive

PLEASE EXECUTE IN BLUE INK



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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

Bγ:
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Title: propedent on NroBe+unfied Courting et
Date: 12/29/15
NASSAU COUNTY
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By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

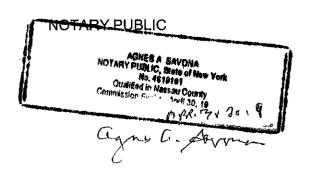
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29 day of become 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 hand County of 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

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

On the day of jointh jointhe year 201½ 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 jointh jointh



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Appendix EE Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination 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

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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.
- (I) 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

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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 therefore 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.

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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
- 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 (I) 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.

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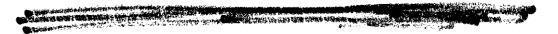
Appendix L

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:

	Rev. Delores Miller	_(Name)
(A . I . I		
(Addre		
Nu	mber) (Telephone	,
2.	The Contractor agrees to either (1) comply with the requirements of the 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 the contractor does not comply with the requirements of the Law or obtain a of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agree had a reasonable certainty that it would receive such waiver based on the and Rules pertaining to waivers, the County will agree to terminate the contractor	nat the waiver ment, it ne Law
3.	In the past five years, Contractor has _\textstyle f has not been found or a government agency to have violated federal, state, or local laws regayment of wages or benefits, labor relations, or occupational safety and if a violation has been assessed against the Contractor, describe below	gulating d health.



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4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the 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:
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i herek knowle	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. by certify that I have read the foregoing statement and, to the best of my edge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below.
Dated	Rev. Delores Miller Signature of Chief Executive Officer
	Delores Miller Name of Chief Executive Officer
Sworn	to before me this
19	_ day of
	AGNES A SAVONA NOTARY PUBLIC, Stele of New York No. 46 (818) Qualified in Nassau County Commission Expires April 30, 19- 2 58 \ 9
	Contract State Contract Contra

COUNTY OF NASSAU

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

	Name of the Entity: aka: Nassau Comed of Black diero
1.	Name of the Entity: aka' Nassau Comed of Black Cher
	Address: C/O: 569 National Blvd.
	City, State and Zip Code: Long Reach, NY 11561
2.	Entity's Vendor Identification Number: 11-2655087
3,	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held CorpOCOther (specify)
Directo of Joint sheets i	List names and addresses of all principals; that is, all individuals serving on the Board of rs or comparable body, all partners and limited partners, all corporate officers, all parties Ventures, and all members and officers of limited liability companies (attach additional f necessary):
R	er octores Miller
R	er. Sonathan Whavter
17	en Dovis stephiers
F	Paster Mattre Price
(Pastor Hazel woodberf
	Paster Merusa Curki
a mila viga se enquile mainta side?	Paster Merusa Curky Evong. Paulette Briens
shareho	List names and addresses of all shareholders, members, or partners of the firm. If the elder is not an individual, list the individual shareholdres/partners/members. If a Publicly orporation include a copy of the 10K in lieu of completing this section.
granna somrar deriver en madro	None

Page 2 of 4
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.
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):

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 (b) Describe lobbying activity of description of lobbying activities. 	each lobbyist. See page 4 of 4 for a complete
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Nassau County, New York State):	erson/organization is registered as a lobbyist (e.g.,
contractor or Vendor authorized as a signato	t be signed by a principal of the consultant, by of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that statements and they are, to his/her knowledg	he/she has read and understood the foregoing se, true and accurate.
Dated: 1/9/2016 S	rint Name: Delones Miller
P	rint Name: Delones Miller
T	itle: President

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Page 4 of 4;

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use. development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals. bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise. concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission: any determination regarding the calendaring or scope of any legislature oversight hearing: the issuance, repeal, modification or substance of a County Executive Order, or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New You ending on the date of the years prior to the date of campaign committees of committees of any canon Executive, the County	by corporate officers of the vendor provided campaign contributions ork State Election Law in (a) the period beginning April 1, 2016 and its disclosure, or (b), beginning April 1, 2018, the period beginning two of this disclosure and ending on the date of this disclosure, to the off any of the following Nassau County elected officials or to the campaign lidates for any of the following Nassau County elected offices: the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
If yes, to what campaig	n committee?
NO	
Vendor authorized as a The undersigned affirm	This section must be signed by a principal of the consultant, contractor or signatory of the firm for the purpose of executing Contracts. as and so swears that he/she has read and understood the foregoing by to his/her knowledge, true and accurate.
	or certifies and affirms that the contribution(s) to the campaign committees made freely and without duress, threat or any promise of a governmental
	for any benefit or remuneration.
	Vondor: aka: Nassau Coiner of Black Chergy
Dated: 5/5/10	Signed: Rev. actores Maller 10
	Print Name: Rev. Delovies Miller
	Title: President

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Business History Form

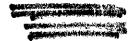
The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING

	ESTIONS).
Dat	e: 5/5/14
1)	Proposer's Legal Name: Miffied Comeil of Black Clergy AKa: Naesan county Brack Chergy Address of Place of Business: Clo: 569 National Bl.A. Long Beach MY 11561
List	all other business addresses used within last five years:
3)	Mailing Address (if different):
Pho	The Stephens The Rev. Miller
Do	as the business own or rent its facilities?
4)	Dun and Bradstreet number: 009830212
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other
	Yes / No If Yes, please provide details: Evengel Revival Community church
8)	Does this business control one or more other businesses? Yes No If Yes, please provide details:



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

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	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence.
business h respect to	(5) years, has this business or any of its owners or officers, or any other affiliated and any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance
pay any ar limited to v such year. space, pho	est (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not vater and sewer charges? Yes No If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire HAY NETURNS AME UP TO DATE:
Provide a deta	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	Interest: Please disclose any conflicts of Interest as outlined below. NOTE: If no licts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. **No Conflict (X)**
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Adherence to examinational by laws

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A.	Include a resume or detailed description of the Proposer's professional qualifications,
	demonstrating extensive experience in your profession. Any prior similar experiences, and
	the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vil) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company
Contact Person Elder Carolyn Morris
Address
City/State Freeport, Ny
Telephone 514-784-8044
Fax #
E-Mail Address

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Company	
Contact Person Rev. Francine Cillian	
Address	
City/State	
Telephone	
Fax#	
E-Mail Address	
company Love Beach Mouths lather thry	certain Inc
Company Love Beach Mortin lather they Contact Person Paster Myrnissa Steve	Center Inc
Company Love Beach Mortin Controlling Contact Person Paster Myrnissa Stevel Address	Center Inc
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CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Rev. Delicies Miller, being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each Item therein to the best of my knowledge, Information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23° day of MHH	
Notary Jublic Muun	ANNA MIECZKOWSKA ** Notary Public - State of New York NO. 01Mi6137585 Qualified in Nassau County My Commission Expires Jan 30, 2018
Name of submitting business: Unified Cou Ocla: Nas By: Rev. Delones Miller Print name Rev. Delones Miller L Signature	U
Prusident Title 5,23,16	
Date	

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
disonarging ine of nor official duties.
NA
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NA
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
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	and the second of the second o
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ings) for each activity fisicu. See page 4	for a complete description of lobbying activitie
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The name of persons, organizations	or governmental entities before whom the lobbyist
pects to lobby:	-

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- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

I understand that copies of this form will be sent to the Nassau County Department of

Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/1/16

Signed:

Print Name:

Title:

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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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1.	Principal Name
	Date of birth/
	Home address
	City/state/zip
	Business address
	City/state/zip // // // // // // // // // // // // //
	Telephone 1/2 1/2000
	Other present address(es)
•	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer//
	Chairman of Board/ Shareholder//
	Chief Exec. Officer/ Secretary/
	Chief Financial Officer/Partner/
	Vice President / / / / _ /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.
	Ave Carrowers I san hand of Black Clerg.
	Maggare Council of Black Clara
)	And Compared I am a Day to MILIE!

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NC ope Pro	Section If Yes, DTE: An eration ovide a	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO 1 provide details. NEBLE COMAL OF BUSY NO 1 affirmative answer is required below whether the sanction arose automatically, by carrying of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.						
7.	7. In the past (5) years, have you and/or any affillated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:							
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.						
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.						
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.						
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.						
8.	bankru the pa bankru any su initiate questi attach	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)						
		Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.						
		Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.						
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.						
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _v If Yes, provide details for each such conviction.						

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	e)	misdemeanor? If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO/ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pai owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO if Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such All Latter and UP to date.

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CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Delas Muley, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Littley of May 2016
Jour Bard
Notary Public Notary Public State of NewYork Rege 01804753878 Commission Expires 05-31-20_/ 9 Qualified in Queens County
NCOBC/unified Councily Cluyy Name of submitting business
Name of submitting business /
Debores Miller
Print name
Delores Miller
Signature
President
Title
6,1,16
Date

CHACKS OF PRINCESSAN AND STREET STREE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2016

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT FAX (A/C, No): (888) 443-6112 MILLER & MILLER INS AGENCY INC/PHS (866)467-8730 (A/C. No. Ext): E-MAIL ADDRESS: 162627 P: (866) 467-8730 F: (888) 443-6112 301 WOODS PARK DRIVE NAIC# INSURER(S) AFFORDING COVERAGE CLINTON NY 13323 INSURERA: Sentinel Ins Co LTD INSURED INSURER B : INSURER C NASSAU COUNCIL OF BLACK CLERGY INC INSURER D : 569 NATIONAL BLVD MSURFA F LONG BEACH NY 11561 INSURER F: **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF ADDL SUBR INSR TYPE OF INSURANCE POLICY NUMBER LIMITS (MM/DD/TYTY) INSR WYD (MM/DD/YYYY) LTREACH OCCURRENCE \$1,000,000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED CLAIMS-MADE X OCCUR \$1,000,000 PREMISES (Ea occurrence) 06/03/2016 06/03/2017 MED EXP (Any one person) \$10,000 A Х General Liab 1,000,000 PERSONAL & ADV INJURY GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X Loc \$2,000,000 PRODUCTS - COMP/OP AGG POLICY JECT OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS ONLY (Per accident) AUTOS ONLY EACH OCCURRENCE UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DET WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVEY/N OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE-EA EMPLOYEE If yes, describe under E.L. DISEASE - POLICY LIMIT DÉSCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC(ASSORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NASSAU COUNTY JAIL Tax Taellor 100 CARMAN AVE EAST MEADOW, NY 11554

MILLER & MILLER INS AGENCY INC/PHS 301 WOODS PARK DRIVE CLINTON NY 13323

> NASSAU COUNTY JAIL 100 CARMAN AVE EAST MEADOW NY 11554





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2016

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

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

PRODUCER	CONTACT NAME:						
PAYCHEX INSURANCE AGENCY INC	PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112						
210705 P: F:(888) 443-6112	E-MAIL ADDRESS:						
PO BOX 33015	INSURER(S) AFFORDING COVERAGE NAIC#						
SAN ANTONIO TX 78265	INSURERA: Hartford Casualty Ins Co						
INSURED	INSURER B:						
	INSURER C:						
NASSAU COUNCIL OF BLACK CLERGY INC	INSURER D:						
569 NATIONAL BLVD	INSURER E:						
LONG BEACH NY 11561	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER LTR INSR WYD	POLICT EFF POLICT EXP LIMITS (MM/DD/TYYY) (MM/DD/TYYY)						
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$						
CLAIMS-MADE OCCUR	DAMAGE TO RENTED						

INSR LTR			ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/XXXX		LIMITS			
		COMMERCIAL GENE	RAL	LIABILITY						EACH OCCURRENCE	ş	1
		CLAIMS-MADE		OCCUR			is:			DAMAGE TO RENTED PREMISES (Ea occurrer	nce) [§]	
										MED EXP (Any one pers	son) ş	:
										PERSONAL & ADV INJU	JRY (
	GE	N'L AGGREGATE LIMIT		LIES PER:						GENERAL AGGREGAT	E ş	;
		POLICY PRO- JECT		FOC	 					PRODUCTS - COMP/OF	P AGG	;
		OTHER:										
	ΑU	TOMOBILE LIABILITY								COMBINED SINGLE LIM (Ea accident)	AIT	}
		ANY AUTO								BODILY INJURY (Per pe	erson) ;	\$
		OWNED AUTOS ONLY	SCH	HEDULED TOS						BODILY INJURY (Per ac	cident)	\$
				N-OWNED TOS ONLY						PROPERTY DAMAGE (Per accident)		\$
												\$
		UMBRELLA LIAB		OCCUR						EACH OCCURRENCE		\$
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE		\$
		DED RETENTIONS	\$									\$
		KERS COMPENSATION EMPLOYERS' LIABILITY								X PER STATUTE	OTH- ER	
		PROPRIETOR/PARTN FICER/MEMBER EXCLU								E.L. EACH ACCIDENT		\$100,000
A		ndatory in NH)	,0		N/A			03/01/2016	03/01/2017	E.L. DISEASE-EA EMP	LOYEE	^{\$} 100,000
		es, describe under SCRIPTION OF OPERA	NOIT	NS below	<u> </u>					E.L. DISEASE POLICY	LIMIT	\$500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC(ASSORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NASSAU COUNTY JAIL	AUTHORIZED REPRESENTATIVE
100 CARMAN AVE	yar Maillow
EAST MEADOW, NY 11554	
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PAYCHEX INSURANCE AGENCY INC PO BOX 33015 SAN ANTONIO TX 78265

ACORD 25 (2016/03)