



E-106-17

Contract Details

SERVICE: Chaplaincy

NIFS ID #: CQCC17000002 NIFS Entry Date: 01/03/17 Term: from 1/1/17 to 12/31/17

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

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

Agency Information

Vendor	
Nassau Council of Black Clergy T/A Unified Council of Churches	Vendor ID# 112655987
Address 569 National Blvd. Long Beach, NY 11561	Contact Person Rev. Dolores Miller Phone 516-431-6319 or 516-572-1478 e-mail:

County Department
Department Contact Narda Hall
Address 100 Carmen Ave. East Meadow, NY 11554
Phone 516-572-3810

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	1/25/17	
1/27	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	1/30	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/22/17	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	2/22/17	
2/22/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	2/22/17	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
4/10/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	4/10/17	



Contract Summary

Description: Chaplaincy term 1/1/17-12/31/17
Purpose: To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.
Method of Procurement: From prior year.
Procurement History: new contract as in prior years.
Description of General Provisions: New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.
Impact on Funding / Price Analysis: Funds required for the period 1/1/17-12/31/17 with a budget impact of \$40,000.00 / yr. There is no other source of funding for this item.
Change in Contract from Prior Procurement: NONE
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1310
Object:	510
Transaction:	CQ


FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$40,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$40,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1310/DE510	\$40,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Maria Love

Date: 1/3/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 4/10/17
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2017

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

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



Nassau County Interim Finance Authority

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

1. Vendor: Nassau Council of Black Clergy T/A Unified Council of Churches

2. Dollar amount requiring NIFA approval: \$ \$40,000.00

Amount to be encumbered: \$ 40,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 1/1/17-12/31/17

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

If yes, please explain: Ongoing contract

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☐ Capital Improvement Fund (CAP) State %
☐ Other County % 100

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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

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

CQCC13000006-03 Nassau Council of Black Clergy T/A Unified Council of Churches
CQCC16000003-03 Nassau Council of Black Clergy T/A Unified Council of Churches

AUTHORIZATION

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

Signature Title Date 2/1/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

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.

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 #: 112655987-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

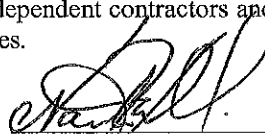
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

1/25/17

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

no

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

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

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

Dated:

12/21/16

Vendor:

United Council of Clergy, Inc.

aka Nassau Council of Black Clergy, Inc.

Signed:

Rev. Delores Miller

Print Name:

Delores Miller

Title:

President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. 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.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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?

None

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: 12/21/16

Signed: Rev. Delores Miller

Print Name: Delores Miller

Title: president

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Delores Miller
Date of birth 12/10/1939
Home address 210 Shore Road
City/state/zip Long Beach NY 11561
Business address 569 National Blvd.
City/state/zip Long Beach NY 11561
Telephone 516 432 1527
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 12/1/2010 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.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
 If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ____ NO ☒ If Yes, provide 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. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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, Delores 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 28 day of February 2017

Yolanda S Arcentales
Notary Public

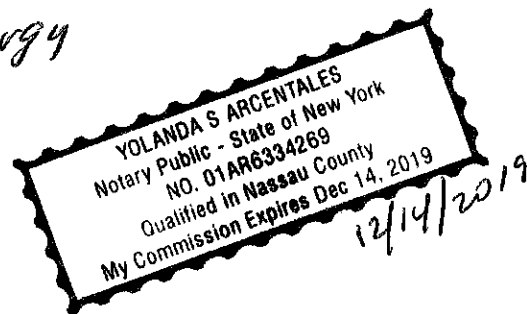
Nassau Council of Black Clergy
Name of submitting business

Rev. Delores Miller
Print name

Delores Miller
Signature

President
Title

02 / 28 / 2017
Date



PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jonathan Wharton
Date of birth 2/22/53
Home address 230 Mill Rd.
City/state/zip Medford, NY 11763
Business address 569 National Blvd
City/state/zip Long Beach, NY 11561
Telephone 516 324 9696
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 11/1/10 - 3/1/17-Present

(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.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide 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. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ✓

If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

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, Jonathan Wharton, 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 3 day of MARCH 2017

Rosemarie Lestz
Notary Public

ROSEMARIE LESTZ
NOTARY PUBLIC, State of New York
No. 01LE6029584
Qualified in Nassau County
Commission Expires August 23, 2017

NCBC/Unified Council of Derga
Name of submitting business

JONATHAN WHARTON
Print name

Jonathan Wharton
Signature

Vice President
Title

3 / 3 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Doris Stephens
Date of birth 5/33/44
Home address 16 Oak Court
City/state/zip Long Beach NY 11561
Business address 569 National Blvd
City/state/zip Long Beach NY 11561
Telephone (516) 432-1527 / (516) 670-4435
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 12/1/2010
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.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
 If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide 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. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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, Doris Stephens, 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 28 day of FEB 2017

[Signature]
Notary Public

GINA T. GUMA
Notary Public, State of New York
No. 01CU4650362
Qualified in Nassau County
Commission Expires January 31, 2018

Nassau Council of Black clergy
Name of submitting business

Doris Stephens
Print name

[Signature]
Signature

Treasurer
Title

2/27/17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Theresa Curry
Date of birth 9/2/63
Home address 22 Spencer Place
City/state/zip Hempstead, NY 11550
Business address 569 National Blvd
City/state/zip Long Beach, NY 11561
Telephone 516-483-3145
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 12/1/2010
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.

* Glory Tabernacle of Praise (church)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide 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. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

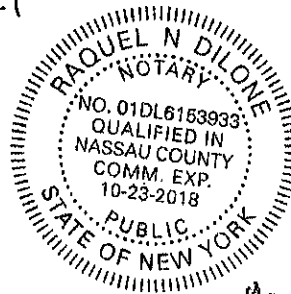
CERTIFICATION

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, Meressa Curry, 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 28th day of February 2017

Raquel Dilone
Notary Public



Unified Council of clergy (Nassau Council of Black clergy)
Name of submitting business

Meressa Curry
Print name

Meressa Curry
Signature

Corresponding Secretary
Title

3, 28, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Darlette Bivens
Date of birth 1/15/45
Home address 96 Bensen Av
City/state/zip Hempstead NY 11550
Business address (RETIRED)
City/state/zip _____
Telephone Home 516 444 6440 - 516 406-4076
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 1/1/11 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____ Since _____
(Other) Chaplain 2/12/2011
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.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide 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. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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, Paulette Bivens, 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 1st day of March 2019

Joseph D. Bonds
Notary Public

JOSEPH D. BONDS
Notary Public, State of New York
Reg. 01804753878
Commission Expires 05-31-2019
Qualified in Queens County

NASSAU COUNCIL OF Black Clergy
Name of submitting business

PAULETTE BIVENS
Print name

Paulette Bivens
Signature

Chaplain
Title

3 / 1 / 17
Date

Business History Form

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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/13/14

- 1) Proposer's Legal Name: Nassau Council of Black Clergy
2) Address of Place of Business: 569 National Blvd., Long Beach, NY 11568

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-431-6319 or 516-470-4435

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 009830212

5) Federal I.D. Number: 112655987-01

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership ☒ Corporation _____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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 ☐ No ☒

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. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ☒ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

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.

Bylaws prohibit conflicts of interest

* see attachment

- 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;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

see attached

- B. Indicate number of years in business. 43 years
- 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 New Covenant Church of Christ Baptist

Contact Person Rev Joseph Trues

Address 93-38 Francis Lewis Blvd.

City/State Queens Village, NY 11428-1050

Telephone 347-283-7481

Fax # _____

E-Mail Address _____

Company Bay Spring Worship Center
Contact Person Appollie Laverne McAllister
Address 1016 Mitchel Avenue
City/State East Meadow, NY 11554
Telephone (347) 886-6379
Fax # _____
E-Mail Address _____

Company _____
Contact Person Elder Estralla Morris
Address P.O. Box 740
City/State Freeport, NY 11
Telephone 516-784-8044
Fax # _____
E-Mail Address _____

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 Dolores 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 20th day of December 2016


Notary Public

REBECCA BROWN
Notary Public, State of New York
No. 30-4894169
Qualified in Nassau County
Commission Expires Nov. 2, 2017

Name of submitting business: United Council of Clergy, Inc. / Nassau Council of
Black Clergy, Inc.

By: Dolores Miller
Print name
Rev. Dolores Miller
Signature

President
Title

12 / 13 / 16
Date

- 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; September 17, 1973
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; not for profit
- iii) Name, address and position of all officers and directors of the company; attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 6 volunteers
- vi) Annual revenue of firm; not for profit (none)
- vii) Summary of relevant accomplishments - attached
- viii) Copies of all state and local licenses and permits. - attached

- B. Indicate number of years in business. 43 years

- 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 New Covenant Church of Christ Baptist
Contact Person Rev Joseph Tress
Address 93-38 Francis Lewis Blvd.
City/State Queens Village, NY 11428-1050
Telephone 347-283-7481
Fax # _____
E-Mail Address _____

Unified Council of Clergy, Inc.

Formerly known as: The Nassau Council of Black Clergy

Board of Directors

Position	Name	Qualifications	Duties
President	Delores Miller 210 Shore Road Long Beach, NY 11561	Senior Pastor and spiritual counselor; Director of Chaplaincy at Geriatric Center; Community Advocate; Doctorate in Theology	Serves as the Chief Volunteer of the organization; provide leadership in achieving the organization's mission; provides leadership to the Board of Directors; chairs meetings of the Board; appoints the chairpersons of committees, in consultation with other Board members; helps guide and mediate Board actions with respect to organizational priorities and governance concerns; monitors financial planning and financial reports; evaluates annually the performance of the organization in achieving its mission; performs other responsibilities assigned by the Board.
Vice President	Jonathan Wharton 230 Mill Road Medford, NJ 11763	Ordained Minister; Correctional Officer, Chaplain and Community Advocate	Performs Chair responsibilities when the Chair cannot be available (see Chair Job Description); reports to the Board's Chair; works closely with the Chair and other staff; performs other responsibilities as assigned by the Board.
Treasurer	Doris Stephens 16 Oak Court Long Beach, NY 11561	Ordained Minister, Chaplain and Community Advocate; Doctorate in Theology	Manages finances of the organization; administers fiscal matters of the organization; provides annual budget to the board for members' approval; ensures development and board review of financial policies and procedures
Recording Secretary	Hazel Woodley 33 Utz Street Freeport, NY 11520	Ordained Minister	Ensure that minutes of all meetings of the membership and board meetings are recorded and kept on permanent record; receive and maintain attendance record for board and membership meetings; provide agenda for each meeting; read the minutes at each monthly meeting accordingly; maintain membership applications; perform other duties as needed.
Corresponding Secretary	Theresa Curry 22 Spencer Place Hempstead, NY 11530	Ordained Minister, Community Advocate and Ed.D Candidate	Send timely notices of meetings for Executive board meetings and general membership meetings; maintain a mailing list of members; maintain and respond to incoming and outgoing correspondence; perform other duties as needed.
Prayer Chaplain	Paulette Bivens 96 Remsen Ave. Hempstead, NY 11550	Ordained Minister and Chaplain	Open board and membership meetings; provide prayer for members and other as needed.

**THE NASSAU COUNTY CORRECTIONAL
CENTER EAST MEADOW, NEW YORK
CHAPLAIN STAFF - REPRESENTED
BY**

NCBC/Unified Council of Clergy:
100 Carmen Avenue, East Meadow, New York.

April 15, 2017

Rev. Delores Miller, President
569 National Boulevard
Long Beach, NY

Rev. Joseph Truss, Chaplain/Supervisor
The Nassau County Correctional Center (NCCC)
East Meadow, NY

Dear Rev. Miller:

These are the attached recordings of the activities at the Nassau County Correctional Center (NCCC), for the 1st quarter period ending March 31, 2017. The respective four quarters ending December 31, 2017 were presented to you in a timely manner.

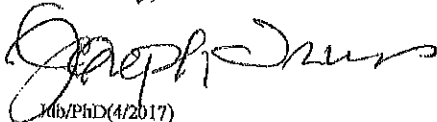
We are pleased to inform you that we continue to partner with "All Christian Bible College" of Deer Park, NY in providing a certificate program for inmates who have completed 4 sessions of Word of Life Bible Study I, II and III.

In addition to the certificate program, the advocacy letter initiative continues, for inmates to use in presenting to the courts in hope of leniency. This initiative has led to early release of inmate in several cases.

The quarterly Interfaith Chaplains, NCCC, meeting was cancelled due to inclement weather. However, the 4th Quarter Minutes are included.

Please be reminded that The Office of the Sheriff has mandated that all staff (active or inactive), to renew or return their expired identification badge to the Sheriff's office immediately.

Sincerely,



Joe/PhD(4/2017)

**THE NASSAU COUNTY CORRECTIONAL
CENTER EAST MEADOW, NEW YORK
CHAPLAIN STAFF - REPRESENTED
BY**

NCBC/Unified Council of Clergy:
100 Carmen Avenue, East Meadow, New York.

Rev. Joseph Truss, Chaplain/Supervisor

Cc: Rev. Doris Stephens
Joseph Bonds/Admin.-Chaplain

Attached:

Herewith, attached (2 copies) of the "PRISON MINISTRY CHAPLAIN'S QUARTERLY
REPORT for the 1st Qtr. January, February and March 2017 and 4th Quarter, 2017
Interfaith Minutes.

**MINUTES OF THE DECEMBER, TWO THOUSAND SIXTEEN -
INTERFAITH CHAPLAIN MEETING OF THE NASSAU COUNTY
CORRECTIONAL FACILITY EAST MEADOW, NY**

The Meeting of the Facility Chaplaincy Staff was held at the Satellite Building located at The Nassau County Correctional Facility, East Meadow, NY on the 12TH day of December 2016.

The following were present:

Chap. Jamillah Abdul-Kareem
Rev. Joseph D. Bonds
Rev. Raul Colon
Chap. Kim Eliano
Rev. Kevin Henesy
Dcn. John McGonigle
Dcn. James McLaughlin
Dcn. Manuel J. Ramos
Rev. Lawrence W. Swensen
Rev. Joseph Truss

Excused: Evg. JoAnn McKay, Chap. Joan Powell, Sr. Susan Smolinsky.
Not present: Imam Alim Ali, Chap. Saroya Byrd, Lt. Bob Caminiti and CO Vicki Moore.

Dcn. John McGonigle called the meeting to order at 10:35 A.M. John began the meeting by reading a prayer and the members listen with reverence. John chaired the meeting and Joseph Bonds took the minutes. The minutes of June 13th, 2016 was read by Joseph B. There were no corrections for the June minutes. A copy of the December 12th Agenda was distributed and is attached as Exhibit "A".

John asked for approval of the minutes for the Interfaith Chaplaincy Meeting, which took place on June 13th 2016. Motioned by James McLaughlin and second by Rev. Kevin Henesy, it was unanimously, RESOLVED that the minutes of the June 13th, 2016 was accepted as is.

John then moved for a nomination to vote for a chairperson of the Interfaith Chaplain meetings. Joseph Truss nominated Dcn. John McGonigle; there was no other nomination. It was motioned by Manuel J. Ramos and second by James.

John and the other members welcomed new chaplain, Kim Eliano, from The Long Island Council of Churches. Kim took this opportunity to give a synopsis of her chaplaincy and her relationship with The Long Island Council of Churches.

John opened the floor for continued dialogue around the role of Chaplaincy:

Diocese of Rockville Centre – James stated that the Diocese has a new Bishop and that he speaks

PRISON MINISTRY CHAPLAIN'S QUARTERLY REPORT FOR
1st Qtr. January, February and March – 2017

To promote the cause of Christ and to reduce the rate of recidivism at Nassau County Correction Center; the following Chaplains provided services representing the NCBC/ Unified Council of Clergy at 100 Carmen Avenue, East Meadow, New York.

Chaplain Staff Rotation:

	Period –Hrs. Jan, Feb, and Mar.	Authorized Hrs. for Period
Joseph Truss – Supervisor & Group Facilitator Life Support/Case Management Facilitator	109	60
Joseph Bonds– Administration Life Support/Case Management Facilitator	83	60
Raul Colon – Life Support/Case Management Facilitator	19.5	60
Saroya Byrd – Life Skills/Case Management Facilitator	0	60
Joanne McKay - Worship Service Coordinator Life Support/Case Management Facilitator	52	60
Joan Powell – volunteer - Life Support/Skills Facilitator	11	60
Joseph Picciullo – Volunteer – Life Support/Case Management	10	60

Service Statistics:

Initial Interviews:	62	
Follow-Up Visits:	28	
Advocacy Letters to Courts	4	
Life Support Bible Study Certificates	7	
Intervention/Service Visits:	18	
Bereavement Visits:	5	
Family/Domestic Issues:	2	
Monday Morning -Bible Study –Life Support Men II:	13	Facilitator – Truss (Bonds)

Article I. NAME

The name of this organization shall remain as the Nassau Council of Black Clergy, Inc., a not for profit corporation established on the 17th of September 1973; hereinafter, referred to in these by-laws as NCBC.

Article II. PURPOSE

Section 2.1 - Mission

- A. The mission of the organization is to advocate, encourage, educate, train and pave the way for human rights, social and economic equality and justice for all citizens, regardless of race, creed, gender or religion.
- B. To assist the body of clergy by providing biblical principles, education and training that will enhance the character and integrity that one should have to minister in the jails/prisons, hospitals/nursing homes and community.
- C. To continue the furtherance of the original purpose of design for this organization as it relates to the current needs of the economy and equality.

Section 2.2 - Vision

The Vision of the organization is to:

- A. To teach and train clergy members who desire to carry the "Gospel".
- B. To prepare a body of clergy who desire to work as chaplains/para-chaplains.
- C. To provide Clinical Pastoral Education/training/internship for qualified clergy.
- D. To present faith based culturally competent care to those in need.
- E. To provide advocacy, counseling, prevention, intervention, information and referrals for citizens, clergy and designated communities.
- F. To reach & teach those who are in the jails/prisons/hospitals/homeless/nursing homes.

Section 2.3 - Policy Statement

- A. The NCBC shall be vocal, but not violent; determined, but not destructive; assertive, but not malicious; accommodating, but not condescending. We must always remind ourselves that first and foremost, we are Gospel Ambassadors pronouncing the oracles of God. We will be held accountable before God for our actions, character, and deeds as we serve his people.
- B. The NCBC shall not partake in anything that will be destructive and detrimental to the needs of our people. It shall be the policy of this council to identify itself with the needs and problems of mankind. It is NOT the policy of this council to coddle the criminal, nor abandon the innocent. We shall seek re-dress in all cases where we feel that injustice has been done.
- C. The policy of the NCBC is designed so that all members should speak with a united voice (or there will be no effective voice), on all issues that affect the organization, clergy, clients and communities. No one should speak independently on issues, outside of organization, which is still on the board for consideration. Furthermore, the organization should be able to engage in dialogue with honesty and unquestionable integrity that will promote effective resolutions.

- D. All members should be on one accord when joining together for the purpose of special occasions for meetings. The president will serve as the voice of the organizations unless verbally or written permission is given to designated person.
- E. All discussions held at board meetings, monthly meetings or special meetings, should and must be held as a matter of internal interest until final approval is given by the board of directors to be released accordingly, as it relates to media and other forms of communication
- F. The NCBC seek to provide faith based awareness and to create productive communities. Our goal is to identify and solve problems by promoting the advancement of education and social status of minority inmates and those at large.
- G. The NCBC will work to improve the educational status of incarcerated person and provide a constructive rehabilitative training program that would enable inmates to re-integrate into society as assets rather than liabilities.
- H. We, the NCBC, adhere to the biblical principles as it is stated in Romans 1:26-28, therefore we do not endorse nor agree with homosexual or transgender practices and or anything that pertains to it. However, we do not promote or agree with hate or malicious actions towards individuals who practice or live the lifestyle.

Article III. MEMBERSHIP

Section 3:1 - General

The general membership shall consist of members who are ordained and comply with the following requirements.

- A. Submission of a membership application, including a signed statement of support from church affiliation.
- B. Payment of dues as established by the board and membership for the current year.
- C. Regular attendance and participation of said organization.

Section 3:2 - Membership Dues

- A. Monthly membership dues shall be assessed for each calendar year. If no action is taken to assess dues for the given year, the dues for that year shall be as established for the previous year.
- B. Monthly dues may be paid for the year or at each meeting in cash or by check (two consecutive checks for insufficient funds will result in non-acceptance of any future checks from indicated person).

Section 3:3 - Rights of Regular Members

- A. Every regular member shall have the right to participate in the meeting of the membership and to cast their vote on all matters properly put before the membership for consideration. He/she shall have the right to nominate and participate in the election of the Board of Directors as provided by the bylaws; to serve on the Board of Directors or on a committee if chosen; to receive notices and minutes of membership meetings and annual reports of the organization.

- B. The assent of the regular membership in accordance with bylaws shall be required before action may be taken on the assessment of membership dues, the amendment of the incorporation, bylaws and the dissolution of the corporation.

Section 3:4 - Membership Meetings

- A. Regular scheduled meetings shall be held on the third (3rd) Saturday of each month (unless otherwise noted by the president). Written notice of monthly meetings shall be given to all regular members and shall include an agenda for the meeting. Notices shall be mailed at least seven (7) days prior to the scheduled meeting.

Section 3:5 - Annual Meetings

- A. An Annual Meeting of the membership shall be held for the Board of Directors to conduct business as it relates to the election of Board of Directors, annual reports and the assessments of dues/funds. Specific meetings shall be held on the 1st, 2nd, 3rd and 4th quarter to address other business related matters. The location and time of Annual Meetings shall be determined by the Board of Directors. Notice of the Annual Meeting shall include a list of those persons nominated for the Board of Directors.
- B. A decision can be made at the Annual meeting to establish the schedule for regular membership meetings, including day, time and locations.

Section 3:6- Special Meetings

- A. Special membership meetings may be called by the Board of Directors or by a written petition addressed to the president of the corporation signed by at least one tenth of the regular membership. Only those matters stated on the agenda, as included in the notice of the meeting may be acted upon by the membership.

Section 3:7- Open Meetings

- A. All membership meetings shall be open to any person of the clergy.

Section 3:8- Minutes

- A. Minutes of all membership meetings shall be recorded by the recording secretary of the corporation or by another person designated by the Board of Directors. Minutes for every meeting shall be approved by the regular membership at the next membership meeting.

Section 3:9- Quorum

- A. A quorum shall consist of one third of the total regular membership (with at least two representatives from the Board of Directors) as determined by the secretary of the corporation.

Section 3:10- Decision Making

- A. Whenever possible, a decision shall be made at the membership meeting, providing that there is a quorum, and a vote is on the floor, the majority will rule. The vote is held on a motion, the exact language of the motion shall be recorded by the secretary and read to the membership, and all members present shall have a reasonable opportunity to express their opinions on the proposition.

Section 3:11 - Recruitment and Membership

- A. Continuous recruitment will be conducted by way of invitation to individuals who meet the criteria as designated by the Board of Directors. Recommendations can be made to the Board. A review of the application and letter of support will be conducted to make

final determination for membership. All candidates should submit the following information:

1. Organization and/or church affiliation
2. Name of pastor and/or overseer
3. Verification of ordination
4. Positions held in their church
5. Letter of support
6. Application fee of \$10 and monthly dues of \$10

Article IV. BOARD OF DIRECTORS

Section 4:1- Executive Committee

- A. The Executive Committee shall be composed of the following: president, vice president, recording secretary, corresponding secretary, treasurer and the financial secretary. In the absence of time, because of extenuating circumstances or the inability to hold a general or special meeting, the Executive Committee shall have general charge of the affairs, funds, and property of the council. They shall have full power and it shall be their duty to carry out the purposes of the council according to the statutes or Articles of Incorporation and bylaws and the constitution.

Section 4:2- Vacancies

- A. If a president or board member vacate his/her term or is removed from the board the remaining members may elect a person to fill the vacancy.
- B. A letter of resignation is required by the person who willingly vacates the position.
- C. The notification by the individual shall be mailed no later than seven (7) days prior to the board meeting at which the position may be declared vacant.

Section 4:3- Removal Ethics

- A. A president, board member or members of the organization may be removed for good cause by the board when the individual is judged to have acted in a manner seriously detrimental to the organization. However, before such removal can occur, the following procedure must be followed: written charges specifying the conduct considered to be detrimental must be signed by at least three members of the organization and submitted to the board or in the event that the president is charged, to the vice president.

Section 4:4- Election

- A. The officers of the organization shall be president, vice president, recording secretary, corresponding secretary, treasurer, financial secretary and chaplain.
- B. The Annual Election of officers should be held on the first Saturday in January of each year, or soon thereafter as possible, but no later than the first Saturday of the following month (however; the election may be postponed due to extenuating circumstances when unanimously agreed upon by the membership).
- C. One third (1/3) of the membership shall contribute a forum.
- D. All members in good standing (and who have attended 50% of all regular meeting of the council), shall be eligible to vote in all meetings of the council.

- E. At least one month before the election, the nominating committee, having previously been appointed by the president, shall designate in writing the name(s) of one or more person for each office to be filled.
- F. Upon presentation of said list of names, it shall be the privilege of any members present, qualified to vote, to place in nomination the name of any eligible person for any office not so nominated, and upon majority of the vote of those present and qualified to vote such nomination shall be placed on the floor at the time of the election; but each voter may vote for anyone whom he/she pleases writing in the name of the ballot.
- G. All elections shall be by written ballot. A majority of the ballots casted being necessary for the election of any officers.
- H. No voting by proxy shall be allowed.
- I. No incumbent shall be a member of the nominating committee.

Section 4:5- Term of Office

- A. Term of office shall be for a period of two (2) years. The president shall be responsible for the appointment of all committees and their chair person.

Section 4:6- Vacancies

- A. Vacancies occurring during the year may be filled for the unexpired term at any business meeting. The Nominating Committee shall present to the council, the committees that have vacancies that need to be filled.

Article V. PROCEDURE FOR MEETING OF THE BOARD OF DIRECTORS

Section 5:1- Special and Emergency Meetings

- A. Special meetings may be called by the president, by any three Board members or ten percent (10%) of the regular members of the organization. Notice must be given, unless any three board members determine that the matter at hand constitutes an emergency. When so determined an emergency meeting may be called given within a one day's notice. Notice of emergency meetings including an announcement of the agenda, shall be given by telephone or in person to all the board. At any special or emergency meeting of the board only those matters included on the agenda may be acted upon unless all the board members who are present at the meeting unanimously agree to take action on other matters.

Section 5:2- Quorum

- A. A majority of the active board members currently holding office shall constitute a quorum (2/3) for the transaction of business at any Board of Directors' meeting. For purposes of establishing a quorum only, a board member shall be considered inactive if he or she has missed three (3) or more consecutive regular Board meetings.

Section 5:3- Decision Making

- A. The Board of Directors shall attempt to reach unanimous agreement on all decisions in the event that unanimous agreement cannot be achieved; a decision may be made by a majority of the Board present and active.

Section 5:4- Minutes

- A. Minutes of all board meetings shall be recorded by the recording secretary or by such other person as the board may designate and shall be approved by the board at the next board meeting. All minutes of the board meetings shall be kept on permanent record by the organization and shall be open for inspection by any member of the corporation.
- B. Executive Board members are required to attend the monthly meetings. Failure to do so could result in the dismissal of your services. Two (2) consecutive absences from monthly meetings will warrant a review from the general board to discuss the continuation of your services.

Article VI. DUTIES OF THE BOARD OF DIRECTORS

Section 6:1 - The Board

- A. The Board shall carry out the purposes of the organization and implement the decision of the regular membership, and be responsible for the general management of the affairs of the organization in accordance with these Bylaws.
- B. The Board shall approve a written Annual Report to the membership and make the report available to all members. This report shall include a summary of the organization activities during the previous years, and the most recent financial report.
- C. Adopt an Annual budget prior to the beginning of each fiscal year and approve any expenditures not included in the budget.
- D. Facilitate the election and appointment of all officer of the organization.
- E. Supervise the activities of officers and committees of the organization based on the performance of their assigned duties and investigate any possible conflict of interest within the organization.
- F. Adopt and implement personnel policies providing for the hiring, supervision and evaluation of employee(s).
- G. Provide for the deposit of organization funds.
- H. Determine by whom and in what manner contracts, checks, notes and instruments shall be signed on behalf of the organization.
- I. Develop the resources necessary for the operation of the Cooperation and for the acquisition of contracts.

Section 6:2- President

- A. The President shall preside at all meetings of the board and membership when able to do so.
- B. Consult with other officers and the committees of the organization regarding the fulfillment of their duties.
- C. Ensure that an agenda is prepared for every meeting of the membership and the board.
- D. Call special meetings of the membership and board when petitioned to do so in accordance with these Bylaws.
- E. Perform such other duties as the board may assign.

Section 6:3- Vice President

- A. Perform all duties of the president in the event that the president is absent or unable to perform.
- B. Perform those duties assigned to the president regarding the resignation or removal of a board member when the president is disqualified from performing these duties.
- C. Ensure that up to date copies of these Bylaws (Incorporation and duly approved amendments) are maintained by the organization. Answer all questions from the board regarding these Bylaws, and ensure that all actions of the membership and Board of Directors comply with these Bylaws.
- D. Ensure that any and all committees established by the board are constituted as the board has directed and meet as necessary and appropriate.

Section 6:4- Treasurer

- A. The treasurer shall oversee the finances of the organization.
- B. Ensure that the financial records of the organization are maintained in accordance with sound accounting practices.
- C. Ensure that funds of the Nassau Council of Black Clergy are deposited in the name of the organization in accordance with these Bylaws.
- D. Ensure that all title paper and other documents establishing the organization interest in particular matters are systematically and securely maintained.
- E. Ensure that all money owed to the NCBC is duly collected and that all gifts of money are duly received.
- F. Ensure that the proper disbursement of such funds as the board may order or authorized to be disbursed accordingly.
- G. Ensure that accurate financial reports (including balance sheets and revenue and expense statements) are prepared and presented to the board at the close of each quarter of each fiscal year.
- H. Ensure that such reports and returns as may be required by various government agencies are prepared and filed in a timely manner.
- I. Ensure that an annual operating budget is prepared and presented to the board for its approval prior to the beginning of each fiscal year.

Section 6:5- Financial Secretary

- A. Ensure that monthly dues are recorded accordingly.
- B. Maintain financial reports.
- C. Work with treasurer to ensure that records and reports are maintained accurately.
- D. Perform other duties as assigned by the board.

Section 6:6- Recording Secretary

- A. Ensure that minutes of all meetings of the membership and board meetings are recorded and kept on permanent record.
- B. Receive and maintain a list of members who attend board and membership meetings.
- C. Provide minutes to member at each meeting.

- D. Read the minutes at each monthly meeting accordingly.
- E. Maintain a list of all members and their mailing addresses.
- F. Perform other duties as assigned by the board.

Section 6:7- Corresponding Secretary

- A. Send timely notices of meetings to executive board members and/or members.
- B. Ensure that a list of all members and their mailing addresses are maintained by the organization.
- C. Read correspondence at executive board and membership meetings, as requested by the president.
- D. Write letters as authorized to be mailed out.
- E. Maintain incoming and outgoing correspondence
- F. Perform other duties as assigned by the board.

Section 6:8- Chaplain

- A. Open board and membership meetings.
- B. Provide prayer for members and others as needed.
- C. Open up the devotion.

Section 6:9 - Qualification to Hold Office

- A. A member of the NCBC, who holds an elective and or appointee position in a public or private agency, such as: local, state & federal governmental agency, may not be nominated to serve on the Board of Directors, when it is deemed such public or private duty inhibits, precludes, compromises, or otherwise encumbers said individual in the performance of their prescribed functions in the NCBC, when it conflicts with the policy, Bylaws and constitution of said organization. If it can be construed that any member may be, or is in apparent violation and/or opposition of the spirit and letter of the contents of these Bylaws, such individual's name will be referred to the committee on ethics. The Committee on Ethics shall investigate and make recommendations to the general body, which will vote on the fitness and suitability of said person to be nominated, or for such person to continue to serve if presently in office. A simple majority shall prevail

Section 6:10- Re-election

- A. No person shall serve as a president for more than two consecutive elected terms.

Section 6:11- Resignation

- A. Any person may resign at any time by giving written notice to the board, unless otherwise specified, such resignation shall be effective upon the receipt of notice.

Article VII. POWER OF THE BOARD OF DIRECTORS

Section 7:1- In addition to the power to carry out the duties enumerated above in Article VII, the board shall have the power to:

- A. Appoint and discharge advisors and consultants.
- B. Create such committees as are necessary or desirable to further the purposes of the organization (any member of the organization may be appointed to any committee). No

committee may take action on behalf of the organization except as authorized by the Board of Directors.

- C. Call special meetings of the membership.
- D. Approve the borrowing and/or lending of money as necessary to further the purposes of the organization.
- E. Exercise all other powers necessary to conduct the affairs and further the purpose of the organization in accordance with the Certificate of Incorporation and these Bylaws.

Article VIII. LIMITATIONS OF THE POWER OF THE BOARD

Section 8:1- Limitations

- A. Action taken by the Board of Directors on any motion for the assessment of the membership dues, the amendment of the Certification of Incorporation or these Bylaws, or dissolution of the organization shall not become effective unless and until such action is approved by the regular membership in accordance with these Bylaws.

Article IX. CONFLICT OF INTEREST *Ref 17b Business History Form*

Section 9:1 – Examples of Conflict

- A. A transaction in which a member of the Board of Directors may have a direct or indirect conflict of interest may be approved by a vote of the Board of Directors if in advance of the vote all material facts of the transaction and the director's interest are disclosed to the board. Matters relating to a conflict of personal financial interest shall include a financial interest held by the board member and/or by member(s) of his/her immediate family. A conflict of interest can be viewed as a member of the Board of Directors employed by NCBC, personal ownership of property, the use or control of which is being considered by NCBC involving financial transactions.

Article X. FINANCES AND CONTRACTS

Section 10:1- Checks

- A. All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation shall be signed by such officers or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposits to the credit of the Corporation shall be made in such manner as the Board of Directors from time to time may determine.

Section 10:2- Loans

- A. No loans or advances shall be contracted on behalf of the Corporation, and no note or other evidence of indebtedness shall be issued in its name, except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions.

Section 10:3- Contracts

- A. Any officer or designated person(s) of the organization specifically authorized by the Board of Directors may on behalf of the organization enter into those contracts or executive decisions and deliver those such that are specifically authorized by the Board of Directors. No officer, staff, or agency working on behalf of the organization may enter into any contract or execute and deliver any such agreement in the name of the Corporation.

Section 10:4 - Indemnification

- A. Any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of the Corporation shall be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney' fees and disbursements, incurred by him or her (or his or her heirs, executors, or administers) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of his or her duties.

**Article XI. INITIAL MEMBERSHIP & BOARD, ADOPTION OF BYLAWS,
FIRST ANNUAL MEETING**

Section 11:1 - Initial Membership

- A. The Initial Members empowered to vote at the first annual meeting shall be those persons who have attended the organizational meetings held prior to the time of the First Annual Meeting, as recorded in the minutes of these meetings.

Section 11:2- Initial Board of Directors

- A. The Initial Board of Directors shall be as stated in the Certificate of Incorporation. The Initial Board, after approving these Bylaws, shall call the first Annual Meeting of the Membership, and shall serve until the first elected Board of Directors has been seated upon the completion of the First Annual Meeting.

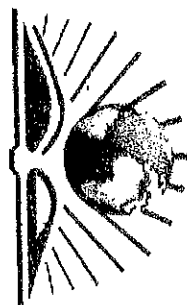
Section 11:3- Adoption of Bylaws

- A. Adoption of Bylaws as the Bylaws of the Corporation shall require:
1. Approval by a majority of the Initial Board of Directors prior to the First Annual Meeting.
 2. Ratification by two thirds of the Initial Members present and voting at the First Annual Meeting.

Section 11:4- First Annual Meeting

- A. The First Annual Meeting of the Membership, for the ratification of these Bylaws, the election of Directors, the assessment of membership dues, and the transaction of other business, shall be held in January. The location and specific time of the First Annual Meeting shall be determined by the Initial Board of Directors. Notice of the First Annual Meeting shall be mailed to all Initial Members at least seven days prior to the meeting and shall include a list of those persons nominated for the Board of Directors. Except as otherwise provided in this Article, the election of Board of Directors and other business of the First Annual Meeting shall be conducted in accordance with these Bylaws.

Revised 3/1/11
DM/tc



WORD OF LIFE MINISTRIES INTERNATIONAL

Chaplain's License

This is to certify that:

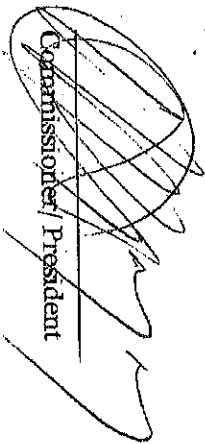
Rev. Dr. DeForas Miller

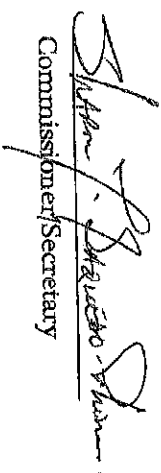
was solemnly set apart in the Ministry of the Gospel of the Kingdom having proven her divine gift and commitment by faithful service in The Church of Jesus Christ, having qualified herself through the discipline of the study of the Word of God and having demonstrated a life of integrity and sound character. WOLMI confers upon her all rights and privileges of an **Ordained Minister/Chaplain** as long as she maintains a godly life and scriptural standard of living. We affirm her as an **Ambassador of Christ and of the Kingdom of God**

New York
City

United States of America
Country

May 28, 2015
Date


Commissioner/ President


Commissioner/Secretary

Amazon Kelly Washington Religious Training Institute

Affiliated with the

Charles Harriman Amazon Bible College

Long Island



New York

This certifies that

Delores Miller

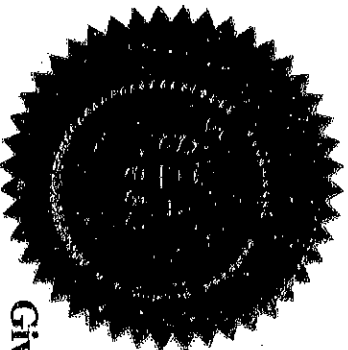
has completed in creditable manner the course of

Administrative Chaplaincy

Under Ecclesiastical Jurisdiction • Eastern Area North

Certificate

Given this Seventeenth day of May, Two Thousand and Three

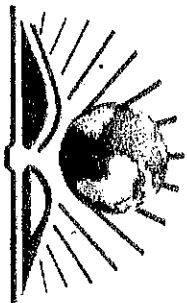


President

Dr. J. J. Miller

Minister of Education

W. E. Taylor



WORD OF LIFE MINISTRIES INTERNATIONAL

Chaplain's License

This is to certify that:

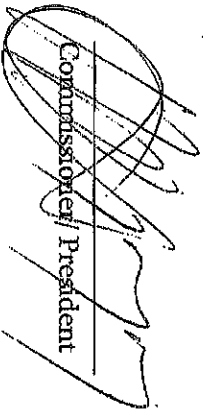
Rev. Doris Stephens

was solemnly set apart in the Ministry of the Gospel of the Kingdom having proven her divine gift and commitment by faithful service in The Church of Jesus Christ, having qualified herself through the discipline of the study of the Word of God and having demonstrated a life of integrity and sound character. WOIMI confers upon her all rights and privileges of an **Ordained Minister/Chaplain** as long as she maintains a godly life and scriptural standard of living. We affirm her as an **Ambassador of Christ** and of the Kingdom of God.

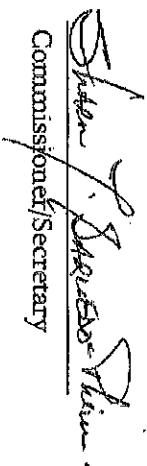
New York
City

United States of America
Country

May 28, 2015
Date



Commissioner/ President



Commissioner/Secretary

CICA INTERNATIONAL

THIS CERTIFIES THAT

DORIS STEPHENS

has successfully completed the required course of study in Chaplaincy, Leadership and Ministry in accordance with the provisions approved by the Board of Governors and Faculty of the Canadian International Chaplaincy Association in the city of Houston and is therefore awarded this

DIPLOMA

Given this 28th day of May, 2015

Sharon F. Baquedo-Phinn
The Hon. Dr. Sharon Baquedo-Phinn
President



Dr. Phillip Phinn
The Hon. Dr. Phillip Phinn
Secretary

COUNTY OF NASSAU

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

1. Name of the Entity: United Council of Clergy, Inc. / Nassau Council of Clergy, Inc.

Address: 569 National Blvd.

City, State and Zip Code: Long Beach, NY 11561

2. Entity's Vendor Identification Number: 112655987

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Rev. Delores Miller - President

Rev. Jonathan Wharton - Vice President

Rev. Doris Stephens - Treasurer

Theresa Curry - Corresponding Secretary

Paulette Bivens - Chaplain

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

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

None

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

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

None

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

none

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

none

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

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

Dated: 12/21/16

Signed: Rev. Delores Miller

Print Name: Delores Miller

Title: President

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (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").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; 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. Term. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017 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. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Forty 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.

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

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

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

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

20. Administrative Service Charge. 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) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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 ~~CLERGY~~

By: Rev. Delores Miller
Name: Rev. Delores Miller
Title: President of NCBC Unified Council of Churches
Date: 12/21/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of December in the year 2016 before me personally came Deloris Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County of B. Corp., 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

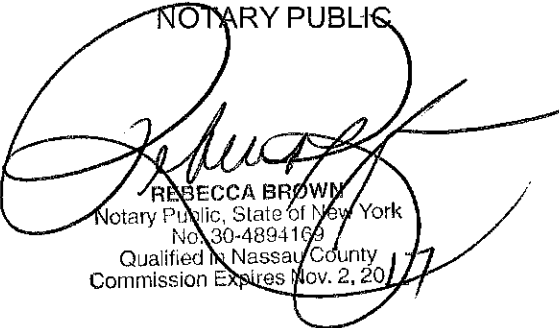
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of Dec. in the year 2016 before me personally came Rev. Deloris Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC


REBECCA BROWN
Notary Public, State of New York
No. 30-4894169
Qualified in Nassau County
Commission Expires Nov. 2, 2017

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (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").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; 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. Term. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017 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. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Forty 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.

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

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by, and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

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

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

20. Administrative Service Charge. 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) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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~~ *Clergy*

By: Rev. Deborah Miller
Name: Rev. Deborah Miller
Title: President of NCBC Unified Council of Churches
Date: 12/21/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

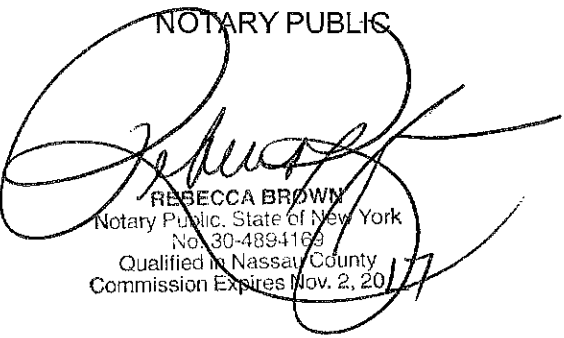
On the 20 day of December in the year 2016 before me personally came Deloris Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County of B. Corp., the corporation described herein and 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 20th day of Dec. in the year 2016 before me personally came Rev. Deloris Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC


REBECCA BROWN
Notary Public, State of New York
No. 30-4894169
Qualified in Nassau County
Commission Expires Nov. 2, 2017

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall

be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the

term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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)
210 Shore Rd, Apt 2F, Long Beach, NY (Address)
516-431-6319 (Telephone Number)

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

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

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

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

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

12/20/2016
Dated

Rev. Delores Miller
Signature of Chief Executive Officer

Rev. Delores Miller
Name of Chief Executive Officer

Sworn to before me this

20th day of December 2016

[Signature]
Notary Public

REBECCA BROWN
Notary Public; State of New York
No. 30-1894169
Qualified in Nassau County
Commission Expires Nov. 2, 2017



CERTIFICATE OF LIABILITY INSURANCE

MSF
R004DATE (MM/DD/YYYY)
3/10/2017

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

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

PRODUCER MILLER & MILLER INS AGENCY INC/PHS 162627 P:(866) 467-8730 F:(888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC# 11000
---	--

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			16 SBM IS2682	06/03/2016	06/03/2017	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Those usual to the Insured's Operations. Cert Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Correctional Center
100 CARMAN AVE
EAST MEADOW, NY 11554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Taylor

© 1988-2015 ACORD CORPORATION. All rights reserved.

REV., DR. DELORES MILLER
210 Shore Road - Apt. 2F * Long Beach, NY 11561
(516) 431-6319

EDUCATION:	CISM/ICISF – Training to become certified as an International chaplain	2009
	PASTORAL CRISIS INTERVENTION	3/07
	CRITICAL INCIDENT STRESS MANAGEMENT BASICS	6/03
	MASON KELLY WASHINGTON RELIGIOUS TRAINING INSTITUTE, NY	
	<i>Affiliated with the Charles Harrison Mason Bible College</i>	
	• Administrative Chaplaincy Certificate	6/03
	• Chaplaincy Ideologies & Methodologies Certificate	6/02
	• Chaplaincy Ecosystems Certificate	6/02
	UNITED CHRISTIAN COLLEGE, NY	
	• Doctorate Degree	4/98
	• Master of Theology	6/97
	• Psychology of Counseling	6/97
	• Pastoring #1	1/75
	BETHEL BIBLE INSTITUTE & VISION CHRISTIAN COLLEGE, NY	
	• Bachelor of Arts/Theological Studies	
EXPERIENCE:	BETHEL BIBLE INSTITUTE, NY	
	• Teacher's Training Certificate	6/93
	• Evangelism Certificate	6/85
	• Ministerial Diploma	6/85
	NASSAU COMMUNITY COLLEGE, NY	
	• Majored in Nursing	
	EVANGEL REVIVAL COMMUNITY CHURCH, Long Beach, NY	
	Pastor/Founder/Teacher	1975 - Present
	- Provide spiritual guidance for daily principles for everyday living for parishioners	
	- Plan and develop supportive services and auxiliaries for church growth	
	A. HOLLY PATTERSON GERIATRIC NURSING FACILITY, Uniondale, NY	
	Director of Pastoral Care	2004 – Present
	-Supervise pastoral care staff	
	-Provide pastoral care services to residents and family	
	VISION OF HOPE CAREGIVERS, INC., Long Beach, NY	
AFFILIATIONS:	President/Executive Director	9/03 – Present
	- Senior Citizens/Elderly Care Program	
	- Ministerial Alliance	
	-Community Outreach Program	
	ANGEL GUARDIAN FOSTER CARE AGENCY, Brooklyn, NY	
	- Foster grandparent	1987 - 2002
	BEZALEL NURSING HOME, Far Rockaway, NY	
	- Nurses Aide	1980 - 1988
	LONG BEACH MEMORIAL HOSPITAL, Long Beach, NY	
	- Nurses Aide & ICU Technician	1972 - 1980
AFFILIATIONS:	Nassau Council of Black Clergy – member since 1990	President - 2010
	Long Beach Interfaith Clergy Group	2010
	Long Island Council of Churches	1992

Unified Council of Clergy, Inc.

Formerly known as: *The Nassau Council of Black Clergy*

Board of Directors

Position	Name	Qualifications	Duties
President	Delores Miller	Senior Pastor and spiritual counselor; Director of Chaplaincy at Geriatric Center; Community Advocate; Doctorate in Theology	Serves as the Chief Volunteer of the organization; provide leadership in achieving the organization's mission; provides leadership to the Board of Directors; chairs meetings of the Board; appoints the chairpersons of committees, in consultation with other Board members; helps guide and mediate Board actions with respect to organizational priorities and governance concerns; monitors financial planning and financial reports; evaluates annually the performance of the organization in achieving its mission; performs other responsibilities assigned by the Board.
Vice President	Jonathan Wharton	Ordained Minister; Correctional Officer, Chaplain and Community Advocate	Performs Chair responsibilities when the Chair cannot be available(see Chair Job Description); reports to the Board's Chair; works closely with the Chair and other staff; performs other responsibilities as assigned by the Board.
Treasurer	Doris Stephens	Ordained Minister, Chaplain and Community Advocate; Doctorate in Theology	Manages finances of the organization; administers fiscal matters of the organization; provides annual budget to the board for members' approval; ensures development and board review of financial policies and procedures
Recording Secretary	Hazel Woodley	Ordained Minister	Ensure that minutes of all meetings of the membership and board meetings are recorded and kept on permanent record; receive and maintain attendance record for board and membership meetings; provide agenda for each meeting; read the minutes at each monthly meeting accordingly; maintain membership applications; perform other duties as needed.
Corresponding Secretary	Theresa Curry	Ordained Minister, Community Advocate and Ed.D Candidate	Send timely notices of meetings for Executive board meetings and general membership meetings; maintain a mailing list of members; maintain and respond to incoming and outgoing correspondence; perform other duties as needed.
Prayer Chaplain	Paulette Bivens	Ordained Minister and Chaplain	Open board and membership meetings; provide prayer for members and other as needed.

Article I. NAME

The name of this organization shall remain as the Nassau Council of Black Clergy, Inc., a not for profit corporation established on the 17th of September 1973; hereinafter, referred to in these by-laws as NCBC.

Article II. PURPOSE

Section 2.1 - Mission

- A. The **mission** of the organization is to advocate, encourage, educate, train and pave the way for human rights, social and economic equality and justice for all citizens, regardless of race, creed, gender or religion.
- B. To assist the body of clergy by providing biblical principles, education and training that will enhance the character and integrity that one should have to minister in the jails/prisons, hospitals/nursing homes and community.
- C. To continue the furtherance of the original purpose of design for this organization as it relates to the current needs of the economy and equality.

Section 2.2 - Vision

The **Vision** of the organization is to:

- A. To teach and train clergy members who desire to carry the "Gospel".
- B. To prepare a body of clergy who desire to work as chaplains/para-chaplains.
- C. To provide Clinical Pastoral Education/training/internship for qualified clergy.
- D. To present faith based culturally competent care to those in need.
- E. To provide advocacy, counseling, prevention, intervention, information and referrals for citizens, clergy and designated communities.
- F. To reach & teach those who are in the jails/prisons/hospitals/homeless/nursing homes.

Section 2.3 – Policy Statement

- A. The NCBC shall be vocal, but not violent; determined, but not destructive; assertive, but not malicious; accommodating, but not condescending. We must always remind ourselves that first and foremost, we are Gospel Ambassadors pronouncing the oracles of God. We will be held accountable before God for our actions, character, and deeds as we serve his people.
- B. The NCBC shall not partake in anything that will be destructive and detrimental to the needs of our people. It shall be the policy of this council to identify itself with the needs and problems of mankind. It is NOT the policy of this council to coddle the criminal, nor abandon the innocent. We shall seek re-dress in all cases where we feel that injustice has been done.
- C. The policy of the NCBC is designed so that all members should speak with a united voice (or there will be no effective voice), on all issues that affect the organization, clergy, clients and communities. No one should speak independently on issues, outside of organization, which is still on the board for consideration. Furthermore, the organization should be able to engage in dialogue with honesty and unquestionable integrity that will promote effective resolutions.

- D. All members should be on one accord when joining together for the purpose of special occasions for meetings. The president will serve as the voice of the organizations unless verbally or written permission is given to designated person.
- E. All discussions held at board meetings, monthly meetings or special meetings, should and must be held as a matter of internal interest until final approval is given by the board of directors to be released accordingly, as it relates to media and other forms of communication
- F. The NCBC seek to provide faith based awareness and to create productive communities. Our goal is to identify and solve problems by promoting the advancement of education and social status of minority inmates and those at large.
- G. The NCBC will work to improve the educational status of incarcerated person and provide a constructive rehabilitative training program that would enable inmates to re-integrate into society as assets rather than liabilities.
- H. We, the NCBC, adhere to the biblical principles as it is stated in Romans 1:26-28, therefore we do not endorse nor agree with homosexual or transgender practices and or anything that pertains to it. However, we do not promote or agree with hate or malicious actions towards individuals who practice or live the lifestyle.

Article III. MEMBERSHIP

Section 3:1 - General

The general membership shall consist of members who are ordained and comply with the following requirements.

- A. Submission of a membership application, including a signed statement of support from church affiliation.
- B. Payment of dues as established by the board and membership for the current year.
- C. Regular attendance and participation of said organization.

Section 3:2 - Membership Dues

- A. Monthly membership dues shall be assessed for each calendar year. If no action is taken to assess dues for the given year, the dues for that year shall be as established for the previous year.
- B. Monthly dues may be paid for the year or at each meeting in cash or by check (two consecutive checks for insufficient funds will result in non-acceptance of any future checks from indicated person).

Section 3:3 - Rights of Regular Members

- A. Every regular member shall have the right to participate in the meeting of the membership and to cast their vote on all matters properly put before the membership for consideration. He/she shall have the right to nominate and participate in the election of the Board of Directors as provided by the bylaws; to serve on the Board of Directors or on a committee if chosen; to receive notices and minutes of membership meetings and annual reports of the organization.

- B. The assent of the regular membership in accordance with bylaws shall be required before action may be taken on the assessment of membership dues, the amendment of the incorporation, bylaws and the dissolution of the corporation.

Section 3:4 - Membership Meetings

- A. Regular scheduled meetings shall be held on the third (3rd) Saturday of each month (unless otherwise noted by the president). Written notice of monthly meetings shall be given to all regular members and shall include an agenda for the meeting. Notices shall be mailed at least seven (7) days prior to the scheduled meeting.

Section 3:5 - Annual Meetings

- A. An Annual Meeting of the membership shall be held for the Board of Directors to conduct business as it relates to the election of Board of Directors, annual reports and the assessments of dues/funds. Specific meetings shall be held on the 1st, 2nd, 3rd and 4th quarter to address other business related matters. The location and time of Annual Meetings shall be determined by the Board of Directors. Notice of the Annual Meeting shall include a list of those persons nominated for the Board of Directors.
- B. A decision can be made at the Annual meeting to establish the schedule for regular membership meetings, including day, time and locations.

Section 3:6- Special Meetings

- A. Special membership meetings may be called by the Board of Directors or by a written petition addressed to the president of the corporation signed by at least one tenth of the regular membership. Only those matters stated on the agenda, as included in the notice of the meeting may be acted upon by the membership.

Section 3:7- Open Meetings

- A. All membership meetings shall be open to any person of the clergy.

Section 3:8- Minutes

- A. Minutes of all membership meetings shall be recorded by the recording secretary of the corporation or by another person designated by the Board of Directors. Minutes for every meeting shall be approved by the regular membership at the next membership meeting.

Section 3:9- Quorum

- A. A quorum shall consist of one third of the total regular membership (with at least two representatives from the Board of Directors) as determined by the secretary of the corporation.

Section 3:10- Decision Making

- A. Whenever possible, a decision shall be made at the membership meeting, providing that there is a quorum, and a vote is on the floor, the majority will rule. The vote is held on a motion, the exact language of the motion shall be recorded by the secretary and read to the membership, and all members present shall have a reasonable opportunity to express their opinions on the proposition.

Section 3:11 - Recruitment and Membership

- A. Continuous recruitment will be conducted by way of invitation to individuals who meet the criteria as designated by the Board of Directors. Recommendations can be made to the Board. A review of the application and letter of support will be conducted to make

final determination for membership. All candidates should submit the following information:

1. Organization and/or church affiliation
2. Name of pastor and/or overseer
3. Verification of ordination
4. Positions held in their church
5. Letter of support
6. Application fee of \$10 and monthly dues of \$10

Article IV. BOARD OF DIRECTORS

Section 4:1- Executive Committee

- A. The Executive Committee shall be composed of the following: president, vice president, recording secretary, corresponding secretary, treasurer and the financial secretary. In the absence of time, because of extenuating circumstances or the inability to hold a general or special meeting, the Executive Committee shall have general charge of the affairs, funds, and property of the council. They shall have full power and it shall be their duty to carry out the purposes of the council according to the statutes or Articles of Incorporation and bylaws and the constitution.

Section 4:2- Vacancies

- A. If a president or board member vacate his/her term or is removed from the board the remaining members may elect a person to fill the vacancy.
- B. A letter of resignation is required by the person who willingly vacates the position.
- C. The notification by the individual shall be mailed no later than seven (7) days prior to the board meeting at which the position may be declared vacant.

Section 4:3- Removal Ethics

- A. A president, board member or members of the organization may be removed for good cause by the board when the individual is judged to have acted in a manner seriously detrimental to the organization. However, before such removal can occur, the following procedure must be followed: written charges specifying the conduct considered to be detrimental must be signed by at least three members of the organization and submitted to the board or in the event that the president is charged, to the vice president.

Section 4:4- Election

- A. The officers of the organization shall be president, vice president, recording secretary, corresponding secretary, treasurer, financial secretary and chaplain.
- B. The Annual Election of officers should be held on the first Saturday in January of each year, or soon thereafter as possible, but no later than the first Saturday of the following month (however; the election may be postponed due to extenuating circumstances when unanimously agreed upon by the membership).
- C. One third (1/3) of the membership shall contribute a forum.
- D. All members in good standing (and who have attended 50% of all regular meeting of the council), shall be eligible to vote in all meetings of the council.

- E. At least one month before the election, the nominating committee, having previously been appointed by the president, shall designate in writing the name(s) of one or more person for each office to be filled.
- F. Upon presentation of said list of names, it shall be the privilege of any members present, qualified to vote, to place in nomination the name of any eligible person for any office not so nominated, and upon majority of the vote of those present and qualified to vote such nomination shall be placed on the floor at the time of the election; but each voter may vote for anyone whom he/she pleases writing in the name of the ballot.
- G. All elections shall be by written ballot. A majority of the ballots casted being necessary for the election of any officers.
- H. No voting by proxy shall be allowed.
- I. No incumbent shall be a member of the nominating committee.

Section 4:5- Term of Office

- A. Term of office shall be for a period of two (2) years. The president shall be responsible for the appointment of all committees and their chair person.

Section 4:6- Vacancies

- A. Vacancies occurring during the year may be filled for the unexpired term at any business meeting. The Nominating Committee shall present to the council, the committees that have vacancies that need to be filled.

Article V. PROCEDURE FOR MEETING OF THE BOARD OF DIRECTORS

Section 5:1- Special and Emergency Meetings

- A. Special meetings may be called by the president, by any three Board members or ten percent (10%) of the regular members of the organization. Notice must be given, unless any three board members determine that the matter at hand constitutes an emergency. When so determined an emergency meeting may be called given within a one day's notice. Notice of emergency meetings including an announcement of the agenda, shall be given by telephone or in person to all the board. At any special or emergency meeting of the board only those matters included on the agenda may be acted upon unless all the board members who are present at the meeting unanimously agree to take action on other matters.

Section 5:2- Quorum

- A. A majority of the active board members currently holding office shall constitute a quorum (2/3) for the transaction of business at any Board of Directors' meeting. For purposes of establishing a quorum only, a board member shall be considered inactive if he or she has missed three (3) or more consecutive regular Board meetings.

Section 5:3- Decision Making

- A. The Board of Directors shall attempt to reach unanimous agreement on all decisions in the event that unanimous agreement cannot be achieved; a decision may be made by a majority of the Board present and active.

Section 5:4- Minutes

- A. Minutes of all board meetings shall be recorded by the recording secretary or by such other person as the board may designate and shall be approved by the board at the next board meeting. All minutes of the board meetings shall be kept on permanent record by the organization and shall be open for inspection by any member of the corporation.
- B. Executive Board members **are required** to attend the monthly meetings. Failure to do so could result in the dismissal of your services. Two (2) consecutive absences from monthly meetings will warrant a review from the general board to discuss the continuation of your services.

Article VI. DUTIES OF THE BOARD OF DIRECTORS

Section 6:1 - The Board

- A. The Board shall carry out the purposes of the organization and implement the decision of the regular membership, and be responsible for the general management of the affairs of the organization in accordance with these Bylaws.
- B. The Board shall approve a written Annual Report to the membership and make the report available to all members. This report shall include a summary of the organization activities during the previous years, and the most recent financial report.
- C. Adopt an Annual budget prior to the beginning of each fiscal year and approve any expenditures not included in the budget.
- D. Facilitate the election and appointment of all officer of the organization.
- E. Supervise the activities of officers and committees of the organization based on the performance of their assigned duties and investigate any possible conflict of interest within the organization.
- F. Adopt and implement personnel policies providing for the hiring, supervision and evaluation of employee(s).
- G. Provide for the deposit of organization funds.
- H. Determine by whom and in what manner contracts, checks, notes and instruments shall be signed on behalf of the organization.
- I. Develop the resources necessary for the operation of the Cooperation and for the acquisition of contracts.

Section 6:2- President

- A. The President shall preside at all meetings of the board and membership when able to do so.
- B. Consult with other officers and the committees of the organization regarding the fulfillment of their duties.
- C. Ensure that an agenda is prepared for every meeting of the membership and the board.
- D. Call special meetings of the membership and board when petitioned to do so in accordance with these Bylaws.
- E. Perform such other duties as the board may assign.

Section 6:3- Vice President

- A. Perform all duties of the president in the event that the president is absent or unable to perform.
- B. Perform those duties assigned to the president regarding the resignation or removal of a board member when the president is disqualified from performing these duties.
- C. Ensure that up to date copies of these Bylaws (Incorporation and duly approved amendments) are maintain by the organization. Answer all questions from the board regarding these Bylaws, and ensure that all actions of the membership and Board of Directors comply with these Bylaws.
- D. Ensure that any and all committees established by the board are constituted as the board has directed and meet as necessary and appropriate.

Section 6:4- Treasurer

- A. The treasurer shall oversee the finances of the organization.
- B. Ensure that the financial records of the organization are maintained in accordance with sound accounting practices.
- C. Ensure that funds of the Nassau Council of Black Clergy are deposited in the name of the organization in accordance with these Bylaws.
- D. Ensure that all title paper and other documents establishing the organization interest in particular matters are systematically and securely maintained.
- E. Ensure that all money owed to the NCBC is duly collected and that all gifts of money are duly received.
- F. Ensure that the proper disbursement of such funds as the board may order or authorized to be disbursed accordingly.
- G. Ensure that accurate financial reports (including balance sheets and revenue and expense statements) are prepared and presented to the board at the close of each quarter of each fiscal year.
- H. Ensure that such reports and returns as may be required by various government agencies are prepared and filed in a timely manner.
- I. Ensure that an annual operating budget is prepared and presented to the board for its approval prior to the beginning of each fiscal year.

Section 6:5- Financial Secretary

- A. Ensure that monthly dues are recorded accordingly.
- B. Maintain financial reports.
- C. Work with treasurer to ensure that records and reports are maintain accurately.
- D. Perform other duties as assigned by the board.

Section 6:6- Recording Secretary

- A. Ensure that minutes of all meetings of the membership and board meetings are recorded and kept on permanent record.
- B. Receive and maintain a list of members who attend board and membership meetings.
- C. Provide minutes to member at each meeting..

- D. Read the minutes at each monthly meeting accordingly.
- E. Maintain a list of all members and their mailing addresses.
- F. Perform other duties as assigned by the board.

Section 6:7- Corresponding Secretary

- A. Send timely notices of meetings to executive board members and/or members.
- B. Ensure that a list of all members and their mailing addresses are maintained by the organization.
- C. Read correspondence at executive board and membership meetings, as requested by the president.
- D. Write letters as authorized to be mailed out.
- E. Maintain incoming and outgoing correspondence
- F. Perform other duties as assigned by the board.

Section 6:8- Chaplain

- A. Open board and membership meetings.
- B. Provide prayer for members and others as needed.
- C. Open up the devotion.

Section 6:9 - Qualification to Hold Office

- A. A member of the NCBC, who holds an elective and or appointee position in a public or private agency, such as: local, state & federal governmental agency, may not be nominated to serve on the Board of Directors, when it is deemed such public or private duty inhibits, precludes, compromises, or otherwise encumbers said individual in the performance of their prescribed functions in the NCBC, when it conflicts with the policy, Bylaws and constitution of said organization. If it can be construed that any member may be, or is in apparent violation and/or opposition of the spirit and letter of the contents of these Bylaws, such individual's name will be referred to the committee on ethics. The Committee on Ethics shall investigate and make recommendations to the general body, which will vote on the fitness and suitability of said person to be nominated, or for such person to continue to serve if presently in office. A simple majority shall prevail

Section 6:10- Re-election

- A. No person shall serve as a president for more than two consecutive elected terms.

Section 6:11- Resignation

- A. Any person may resign at any time by giving written notice to the board, unless otherwise specified, such resignation shall be effective upon the receipt of notice.

Article VII. POWER OF THE BOARD OF DIRECTORS

Section 7:1- In addition to the power to carry out the duties enumerated above in Article VII, the board shall have the power to:

- A. Appoint and discharge advisors and consultants.
- B. Create such committees as are necessary or desirable to further the purposes of the organization (any member of the organization may be appointed to any committee). No

committee may take action on behalf of the organization except as authorized by the Board of Directors.

- C. Call special meetings of the membership.
- D. Approve the borrowing and/or lending of money as necessary to further the purposes of the organization.
- E. Exercise all other powers necessary to conduct the affairs and further the purpose of the organization in accordance with the Certificate of Incorporation and these Bylaws.

Article VIII. LIMITATIONS OF THE POWER OF THE BOARD

Section 8:1- Limitations

- A. Action taken by the Board of Directors on any motion for the assessment of the membership dues, the amendment of the Certification of Incorporation or these Bylaws, or dissolution of the organization shall not become effective unless and until such action is approved by the regular membership in accordance with these Bylaws.

Article IX. CONFLICT OF INTEREST *Ref 17b Business History Form*

Section 9:1 – Examples of Conflict

- A. A transaction in which a member of the Board of Directors may have a direct or indirect conflict of interest may be approved by a vote of the Board of Directors if in advance of the vote all material facts of the transaction and the director's interest are disclosed to the board. Matters relating to a conflict of personal financial interest shall include a financial interest held by the board member and/or by member(s) of his/her immediate family. A conflict of interest can be viewed as a member of the Board of Directors employed by NCBC, personal ownership of property, the use or control of which is being considered by NCBC involving financial transactions.

Article X. FINANCES AND CONTRACTS

Section 10:1- Checks

- A. All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation shall be signed by such officers or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposits to the credit of the Corporation shall be made in such manner as the Board of Directors from time to time may determine.

Section 10:2- Loans

- A. No loans or advances shall be contracted on behalf of the Corporation, and no note or other evidence of indebtedness shall be issued in its name, except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions.

Section 10:3- Contracts

- A. Any officer or designated person(s) of the organization specifically authorized by the Board of Directors may on behalf of the organization enter into those contracts or executive decisions and deliver those such that are specifically authorized by the Board of Directors. No officer, staff, or agency working on behalf of the organization may enter into any contract or execute and deliver any such agreement in the name of the Corporation.

Section 10:4 - Indemnification

- A. Any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of the Corporation shall be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney' fees and disbursements, incurred by him or her (or his or her heirs, executors, or administers) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of his or her duties.

Article XI. INITIAL MEMBERSHIP & BOARD, ADOPTION OF BYLAWS, FIRST ANNUAL MEETING

Section 11:1 - Initial Membership

- A. The Initial Members empowered to vote at the first annual meeting shall be those persons who have attended the organizational meetings held prior to the time of the First Annual Meeting, as recorded in the minutes of these meetings.

Section 11:2- Initial Board of Directors

- A. The Initial Board of Directors shall be as stated in the Certificate of Incorporation. The Initial Board, after approving these Bylaws, shall call the first Annual Meeting of the Membership, and shall serve until the first elected Board of Directors has been seated upon the completion of the First Annual Meeting.

Section 11:3- Adoption of Bylaws

- A. Adoption of Bylaws as the Bylaws of the Corporation shall require:
1. Approval by a majority of the Initial Board of Directors prior to the First Annual Meeting.
 2. Ratification by two thirds of the Initial Members present and voting at the First Annual Meeting.

Section 11:4- First Annual Meeting

- A. The First Annual Meeting of the Membership, for the ratification of these Bylaws, the election of Directors, the assessment of membership dues, and the transaction of other business, shall be held in January. The location and specific time of the First Annual Meeting shall be determined by the Initial Board of Directors. Notice of the First Annual Meeting shall be mailed to all Initial Members at least seven days prior to the meeting and shall include a list of those persons nominated for the Board of Directors. Except as otherwise provided in this Article, the election of Board of Directors and other business of the First Annual Meeting shall be conducted in accordance with these Bylaws.

Revised 3/1/11
DM/tc

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

12/30/2016
10:34 AM

DOCUMENT : CQCC17000002 - 02 INPUT PER: 01 2017 AMOUNT : 40,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : *CHAPLAINCY 1/1/17-1/31/17*
TRANS AMOUNT :
INDEX : CCGEN1310 REHABILITATION UNIT
SUBJECT : DE510 CHAPLAINCY
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	
G082 - RECORD REPLACED				

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

12/30/2016
10:34 AM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : LOVE, MARIA (2-3810)
DOCUMENT NUMBER : CQCC17000002 INITIATING DEPT : CC
INPUT PERIOD (MM YYYY) : 01 2017 JANUARY
VENDOR NUMBER / SUFFIX : 112655987 01 APPROVAL TYPE : 01
VENDOR NAME : NASSAU COUNCIL OF BLACK CLERGY INC
VENDOR ADDRESS : 569 NATIONAL BLVD

COUNTRY : LONG BEACH NY 11561
ALPHA VENDOR : USA
BANK NUMBER : NASSAU COUNCIL BLCK CLRGY
DUE DATE : TREAS NO :
DOCUMENT AMOUNT : 40,000.00 SINGLE CHECK :
NUMBER OF LINES : 1 CURRENCY CODE :
TRANSACTION CODE HASH : RESPONSIBLE UNIT :
TERMS :
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND