Certified:

E-45-21

Filed with the Clerk of the
Nassau County Legislature
April 1, 2021 2:16PM

NIFS ID:CQAT21000002 Department: County Attorney

Capital:

SERVICE: Special Counsel

Contract ID #:CQAT21000002 NIFS Entry Date: 01-DEC-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **West Group Law PLLC**	Vendor ID#: **815255601**
Address: 81 Main Street Suite 510 White Plains, NY 10601	Contact Person: Josh Meyer
	Phone: 9148982400

Department:
Contact Name: Mary Nori, Esq.
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	**NIFS Entry: X**	**02-FEB-21 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**02-FEB-21 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**09-FEB-21 -- IQURESHI**
OMB	**NIFS Approval: X**	**03-FEB-21 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-FEB-21 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**02-FEB-21 -- JDELLE**

CPO	**Approval: X**	**16-FEB-21 -- KOHAGENCE**
DCEC	**Approval: X**	**18-FEB-21 -- JCHIARA**
Dep. CE	**Approval: X**	**25-MAR-21 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**01-APR-21 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is a contract with West Group Law to represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center.
Method of Procurement: In this streamlined solicitation, a total of eleven (11) candidates were solicited from the 2018 and 2019 special counsel panel, qualified in the area of construction law litigation and general litigation. Five (5) firms responded and submitted proposals for consideration. West Group was found to provide the best value to the County.
Procurement History: The evaluation committee compared the proposals and focused on the following factors to make their selection. Three (3) firms possessed a municipal background in litigating faulty design and construction of structures for a municipality; West Group's proposal contained a detailed outline of all potential stages of the administrative and legal proceedings anticipated and was complete. After ranking and scoring, the evaluation committee determined that West Group's overall response to the proposal was complete, demonstrated the capacity to handle this assignment and was found to be the best value to the County.
Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; settlement negotiations; and such other Services as may be required to fully represent the County.
Impact on Funding / Price Analysis: Maximum amount is $245,000.00 Partial encumbrance at this time is $70,000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	
Resp:	
Object:	**DE502**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 70,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **70,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 70,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 70,000.00

% Decrease			

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WEST GROUP LAW PLLC

WHEREAS, the County has negotiated a personal services agreement with West Group Law PLLC to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with West Group Law PLLC.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: West Group Law PLLC

2. Dollar amount requiring NIFA approval: $245000

Amount to be encumbered: $70000

This is a New

If new contract - $ amount should be full amount of contract
If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: October 1, 2020 to completion

Has work or services on this contract commenced? Y -___

If yes, please explain: ongoing litigation

4. Funding Source:

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

Is the cash available for the full amount of the contract? Y
If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A
Has NIFA approved the borrowing for this contract? N/A

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

To affirmatively represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

IQURESHI 09-FEB-21

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

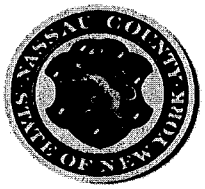
NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

FMCRT

Jack Schnirman
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: West Group Law PLLC

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: 815255601

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.

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

IV. X 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:**

X **B.** In this streamlined solicitation, a total of eleven candidates were solicited from the 2018 and 2019 special counsel panel that were qualified in construction law litigation and general litigation. The request for proposals was issued in December 2019, March 2020 and, final solicitation was sent out on June 3 2020. Five firms responded and submitted proposals for consideration. The other firms declined or did not respond to solicitation. The five (5) responding firms solicited were:

1) Hoguet Newman 2) West Group 3) Morritt Hock 4) Smith Buss Jacobs, LLP 5) Lynn Gartner. Three of the firms possessed a municipal background in litigating faulty design and construction of structures for a municipality; those firms were Hoguet Newman, West Group and Morrit Hock. All firms possessed superior reputation in in state and federal courts handling complex litigations for municipalities. In review of the proposals set forth by the candidate law firms, the Committee gave substantial consideration to the experts that a successful law firm proposer would need to enlist to help evaluate potential causes of action, should the County bring an action to recover the substantial cost over runs caused by the faulty designs of Eastman. The expense for this type of litigation was an important factor in reviewing each proposal. Each firm provided hourly rates consistent with their original panel rate. The most complete budgets received were from West Group and Hoguet Newman. The Evaluation Committee determined that West Group's overall response to the proposal was most complete compared to the other submissions. Moreover, West Group's overall budget provided was complete. The proposed budget covered the life of the legal services required for this assignment, including the possibility of trial and appeals.

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. X 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. 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

1/8/2021
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Teno A. West state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: West Group Law PLLC

Vendor's Address: 81 Main Street, Suite 510 White Plains NY US 10601

Vendor's EIN or TIN: 815255601

Forms Submitted:

Political Campaign Contribution Disclosure Form:
10/15/2020 08:39:45 PM

Lobbyist Registration and Disclosure Form:
11/20/2019 05:03:51 PM

Business History Form certified:
10/16/2020 09:28:59 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
10/15/2020 08:41:03 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Teno A. West [WGL@WESTGROUPLAW.COM]	10/15/2020 08:40:25 PM

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

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

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

Teno A. West

Name

Principal

Title

Teno A. West

Name of Submitting Entity

02/01/2021 10:07:00 AM

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: 10/16/2020

1) Proposer's Legal Name: West Group Law PLLC

2) Address of Place of Business: 81 Main Street, Suite 510

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

Address: 418 Broadway, 2nd Floor
City: Albany State/Province/Territory: NY Zip/Postal Code: 12207
Country: US
Start Date: 01-MAR-17 End Date:

Address: 120 South Franklin Street
City: Wilkes-Barre State/Province/Territory: PA Zip/Postal Code: 18701
Country: US
Start Date: 01-MAR-17 End Date:

Address: 75 Arlington St., 5th Floor
City: Boston State/Province/Territory: MA Zip/Postal Code: 02116
Country: US
Start Date: 01-JAN-20 End Date:

Address: 16 E. Washington Street, Suite 2
City: North Attleboro State/Province/Territory: MA Zip/Postal Code: 02760
Country: US
Start Date: 01-MAR-17 End Date: 01-FEB-20

Address: 10 Dorrance Street, Suite 700
City: Providence State/Province/Territory: RI Zip/Postal Code: 02903
Country: US
Start Date: 01-DEC-18 End Date: 01-DEC-19

Address: 4 Richmond Square, Suite 350
City: Providence State/Province/Territory: RI Zip/Postal Code: 02906
Country: US

Start Date: 01-FEB-20 End Date:

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: None.

5) Federal I.D. Number: 81-5255601

6) The proposer is a: Other (Describe) Professional Limited Liability Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

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

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No Conflict exists.

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

No Conflict exists.

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

No Conflict exists.

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

WGL is not aware of any client whose interests are, or may be, adverse to the interests of the County. Should a conflict arise in a representation involving the County, Managing Partner Teno West, would discuss the conflict with full consideration of all professional obligations to WGL's clients.

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

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

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

i) Date of formation;
03/01/2017

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Teno A. West, Principal
P.O. Box 381, 47 North Street, Litchfield, Connecticut 06759

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.
Teno A. West, Principal
P.O. Box 381, 47 North Street, Litchfield, Connecticut 06759

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
11

vi) Annual revenue of firm;
4200000

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Nassau County - Resume - 10-15-20.pdf

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

B. Indicate number of years in business.
3.6

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
West Group Law PLLC original proposal includes a summary of relevant accomplishments.

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	Rockland County Solid Waste Management Authority		
Contact Person	Keith Braunfotel, General Counsel		
Address	49 Maple Avenue		
City	New City	State/Province/Territory	NY
Country	US		
Telephone	(845) 634-7701		

Fax #	(845) 634-7710
E-Mail Address	keith@braunfotelandfrendel.com

Company	County of Rockland		
Contact Person	Thomas E. Humbach, County Attorney		
Address	11 New Hempstead Road		
City	New City	State/Province/Territory	NY
Country	US		
Telephone	(845) 638-5180		
Fax #			
E-Mail Address	humbacht@co.rockland.ny.us		

Company	Westchester County		
Contact Person	John M. Nonna, County Attorney		
Address	148 Martine Avenue		
City	White Plains	State/Province/Territory	NY
Country	US		
Telephone	(914) 995-2690		
Fax #			
E-Mail Address	jnonna@westchestergov.com		

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

I, Teno A. West , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: West Group Law PLLC

Electronically signed and certified at the date and time indicated by:
Teno A. West [WGL@WESTGROUPLAW.COM]

Principal
Title

10/16/2020 09:28:59 AM
Date



QUALIFICATIONS AND EXPERIENCE

OCTOBER 2020

WEST GROUP
LAW PLLC

About WGL

WGL is a boutique municipal law firm that provides responsive legal solutions with cost-effective results. We have offices in New York, Massachusetts, Rhode Island, and Pennsylvania, and we represent clients throughout the country.

Our attorneys have represented municipalities and other public entities for more than 25 years in connection with public-private partnerships, water and wastewater systems and projects, civic/municipal buildings, environmental and regulatory matters, solid waste issues, transportation, structuring requests for proposals (RFPs), contract negotiations, alternative project delivery methods, land use development, project-related litigation, and construction law.

Members of our firm have spent their careers serving state and local governments and agencies. We understand the challenges public entities face because our attorneys once worked in senior positions in state and local governments. This experience enables us to provide public entities with efficient, creative, and low-cost solutions across the country. We chose this platform for a reason – to utilize our extensive collective experience while allowing for nimble, efficient results for our public clients.

Nassau County

Since 2011, WGL attorneys have been privileged to represent the County in connection with some of its most successful, prominent, and biggest projects, including the redevelopment of the Nassau Veterans Memorial Coliseum and the private operation and maintenance agreement for the County's sewer system with SUEZ Water Long Island Inc. We have also represented the County in connection with an innovative co-generation energy project, as well as with respect to several litigation matters. Our attorneys have delivered results in short timeframes that have exceeded the County's goals, protected the interests of residents, and saved or generated millions of dollars for the County's taxpayers.

We have realized this success based on our deep understanding of the County stakeholders, processes and needs. We have developed a strong relationship and worked closely with members of each of the following:

- County Legislature
- Nassau County Interim Finance Authority
- Nassau Hub Advisory Committee
- Office of Legislative Budget Review
- Comptroller's Office

- Sewer and Storm Water Finance Authority
- Nassau County Planning Commission
- Nassau County Open Space and Parks Advisory Committee
- County Executive's Office
- County Attorney's Office
- Office of Management and Budget
- Department of Public Works

We understand the role and responsibilities of each of these bodies and have successfully addressed their concerns through written and oral briefings and earned their trust. Although we are lawyers, we understand the importance of facilitating public communications for the success of any large project.

Experience

Construction Litigation

WGL lawyers have successfully represented clients in high-profile litigation and appellate matters in state, federal and circuit courts throughout the United States. We routinely defend our public clients in connection with challenges to procurements; construction and service contract disputes; litigation related to low-bid specifications; and change order disputes. We also represent our public clients in connection with challenges to legislation, and we are experienced in the prosecution and defense of various types of construction claims, including delay, disruption, labor inefficiency and work suspension. We routinely assist clients in avoiding disputes and developing strategies that avoid litigation which are often encountered in project administration and project scheduling.

Our construction litigation experience includes representing clients on a dispute relating to the recovery of construction and demolition costs related to a catastrophic roof collapse at a co-composting facility; a breach of contract action stemming from the construction and failure of a new cover to a secondary digester for a wastewater treatment plant; a dispute regarding alleged sustained physical damage to a gas line due to the blasting associated with construction of the sewers as performed by a public entity's general contractor; and an action against a public entity's contractors, designers, and engineers to recover cost overruns relating to a public pool construction project.

As it informs our construction litigation experience, WGL advises on both vertical and horizontal construction, from design through final construction, including the procurement and administration of architectural, engineering, and testing and inspection services. We also routinely prepare and negotiate complex design and construction agreements using

traditional and alternative project delivery methods, including low-bid, fast-track, fixed price, cost plus, design-build, design-build-operate, build-to-suit, and public and private venture contracts. We have advised on the development of model procurement and contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues.

We have significant experience with traditional low-bid construction projects implemented pursuant to General Municipal Law § 103 and other related statutes, such as the Wicks Law. We are very familiar with the issues associated with such projects, including the possibility of disputes over contract awards and other procurement challenges, as set forth above.

Employment and Labor Law/ Federal Civil Rights Section 1983

WGL represents public clients with respect to employment and labor law issues, including the defense of municipal governments. Our attorneys defend municipalities in Federal Court under Section 1983, Civil Rights Claims, and administrative proceedings before the New York State Division of Human Rights. WGL is experienced in all phases of litigation involving employment-related disputes, including litigation, arbitration, and mediation of claims. WGL has extensive experience with respect to defense of discrimination claims, as well as traditional labor relations. Our attorneys are experienced with all aspects of the Americans with Disabilities Act, Family and Medical Leave Act, Employee Retirement Income Security Act, Federal Fair Labor Standards Act, privacy, workplace violence law and unions. Additional experience includes providing guidance and practical solutions to ensure understanding and compliance with applicable laws, as well as preparing and facilitating responses to petitions for unionization.

Our experience advising **Nassau County** in this area includes the following:

- ***Saunders v. County of Nassau et al. –*** Defending the County of Nassau and three individual defendants in a claim alleging that a Corrections Officer was the victim of racial discrimination and retaliation. WGL attorneys also represented the County and the Sherriff's Department through the administrative process at the New York State Division of Human Rights.
- ***McAllister v. County of Nassau and the Village of Rockville Centre*** – Defending the County of Nassau in a claim by a deaf individual who was arrested by the Rockville Centre Police Department for driving under the influence of alcohol and held overnight at the Nassau County Police Department. The claims include alleged violations of the Americans with Disabilities Act, the Rehabilitation Act and the New York Human Rights Law

- ***Prisoner Disability Litigations –*** Defending the County of Nassau and the County Sherriff's Department in several cases where prisoners are alleging that the County is failing to properly provide facilities and opportunities required by the Americans with Disabilities Act.

- ***Tarpey v. County of Nassau –*** Represented the County of Nassau and the District Attorney's Office in two separate administrative proceedings before the Veterans Employment and Training Service where the complainant alleged discrimination based on military status. Our representation resulted in two separate findings of "no merit".

Environmental Law

Our attorneys work with municipal clients and outside environmental consultants to put together knowledgeable teams to deal with whatever type of environmental issue that may arise, including in connection with permitting issues. Our proactive approach coordinates the approval process and ensures that deadlines are met in an efficient manner. We are deeply familiar with applicable New York state regulations, as well as the provisions and requirements of the Clean Water Act and the National Environmental Policy Act.

Members of WGL have significant experience with respect to environmental and regulatory matters, including permitting facilities, as well as issues in CSO permitting. Our experience includes representation of clients in permitting procedures before state and federal regulatory agencies in New York, New Jersey and Connecticut; negotiation of consent orders and consent decrees; supervision of cleanups of municipal landfills, chemical dumps, chemical and oil spills, leaking underground storage tanks, construction and demolition sites; project oversight and negotiations for wastewater treatment plant upgrades; and advice on planning and zoning issues.

We have also negotiated with regulatory agencies on public works projects required under federal environmental statutes; drafted related legislation and rendered advice on lead agency project performance under SEQRA, and represented municipal entities in administrative actions before state and federal regulatory agencies. We have experience in obtaining state funding for and supervising municipal Environmental Restoration Projects, and supervision of private party Voluntary Cleanups under the Brownfields Cleanup Program; providing full representation in SEQRA reviews; due diligence reviews and contract negotiations on complex commercial real estate transactions; environmental auditing and risk assessments; achieving facilities compliance, and counseling on corporate, commercial lender, and trustee liability under Superfund.

Our experience advising **Nassau County** in this area includes representing the County in the United States District Court for the Eastern District of New York in an action alleging violations of the Clean Water Act stemming from alleged illegal discharges.

Municipal Law

Attorneys at WGL have represented New York municipalities, including counties, and other New York public entities for more than 20 years in connection with a broad range of issues, including day-to-day operations, regulatory and administrative matters, labor and employment matters, construction, government relations, litigation, public-private partnerships, real estate and land use, public utilities law, water law, and solid waste and wastewater management. We are well-versed in procurement law and public bidding requirements, contract negotiations, constitutional law, and drafting legislation and resolutions. We have become intimately familiar with municipal charters and ordinances, and other matters at the municipal level.

Our municipal law experience is extensive and wide-ranging, and includes advising our public clients on the following:

Procurement

WGL attorneys have significant experience addressing all aspects of procurements, including in connection with contracts for large-scale construction projects and complex operations and maintenance matters. Our experience includes:

- Drafting RFPs, bid documents, and model contracts
- Advising on compliance with procurement laws
- Development and defense of procurement policies
- Defense of challenges to procurement processes
- Developing creative procurement processes within the confines of stringent applicable laws
- Drafting legislation, including special legislation to authorize certain projects that would not be otherwise authorized under general law

Agreements

Our attorneys have extensive experience addressing all aspects of contract matters. Our experience includes development of model contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues. Representative matters include:

- Advising on drafting and negotiation of agreements relating to providing municipal services from private parties, including with respect to:
    - Solid waste
    - Water
    - Wastewater
    - Sludge management
    - Energy generation
    - Public-private partnerships
    - Energy performance
    - Public construction projects
- Development of host community benefit agreements
- Development of various types of inter-municipal agreements involving state agencies, villages, towns, and counties

Litigation/Disputes

We have successfully represented municipalities, government agencies, and other public organizations on various litigation matters. Our experience includes:

- Defense of RFP and low-bid procurement processes for various service contracts
- Defense of challenges to local laws on constitutional and preemption grounds
- Defense of challenges to property condemnations
- Developed an *amicus curiae* brief that was cited by the U.S. Supreme Court
- Defense of a challenge to the creation of a local development corporation
- Advising on Article 78 proceedings
- Advising on environmental matters, including Clean Water Act issues

Construction/Acquisition of Facilities and Projects

WGL advises on both vertical and horizontal construction projects, as well as the acquisition of existing facilities. Some of our relevant experience includes advising on:

- Development of various water, wastewater, and solid waste facilities
- Advising on the acquisition of both public and private facilities on behalf of public entities
- Advising on alternative project delivery methods, including design-build and design-build-operate
- Counseling on procurement and administration of architectural, engineering, and testing and inspection services

- Preparation and negotiation of complex design and construction agreements
- Handling various construction claims
- Reviewing bid documents prior to release in order to modify language in order to prevent claims
- Advising on the applicability of prevailing wage laws

Regulatory and Administrative Matters

Members of WGL have served as counsel to local governments throughout the United States for decades and are intimately familiar with all regulatory and administrative matters public entities face. Our experience includes:

- Advising on Freedom of Information Law and Open Meetings Law matters
- Reviewing charters and by-laws
- Promulgating agency rules and regulations, and advising on governance matters
- Negotiating consent orders and consent decrees
- Advising on rate studies and ratemaking
- Conducting internal investigations with respect to employment-related matters and preparing reports on findings and conclusions
- Advising public management on union matters

Real Property/Land Use

Our attorneys have extensive experience representing public entities on their real property matters, with a particular emphasis on land use, zoning, environmental, and redevelopment issues. Our experience includes:

- Representation on condemnation proceedings and challenges
- Advising on redevelopment agency projects, urban renewal projects, and affordable/below-market housing
- Counseling on parkland issues, including alienation issues
- Advising on the acquisition of municipal assets
- Advising on zoning issues

Sports and Entertainment

Our attorneys have advised on multiple issues relating to municipal involvement in the sports and entertainment industry. Our experience includes:

- Advising on casino and gaming law matters, including mitigation issues

- Drafting and negotiation of agreements with professional hockey and baseball organizations
- Advising on agreements with acclaimed music artists and agreements relating to holding concerts
- Counseling on filming location agreements

Shared Services/Consolidation

We have significant experience advising on legal issues in connection with shared services/consolidation. Members of WGL have been involved with shared services/consolidation in their legal careers and in previous employment in the public sector. Our experience includes advising on:

- County, City, Town, and Village relationship matters
- Consolidation of sewer districts
- Coordinating solid waste flow control measures
- Negotiating water rights deals between municipalities
- Analyzing various agreements in connection with service restructuring studies

WGL and its attorneys have provided a broad array of services to public entities in New York, which include:

- Binghamton-Johnson City Joint Sewage Board
- Broome County
- Development Authority of the North Country
- Nassau County
- Nassau County Villages (East Rockaway, Freeport, Garden City, Lynbrook, Malverne, Rockville Centre, and Valley Stream)
- Rensselaer County
- Rockland County
- Rockland County Sewer District No. 1
- Rockland County Solid Waste Management Authority
- Sullivan County
- Town of Brookhaven
- Town of North Hempstead
- Town of Orangetown
- Town of Poughkeepsie
- Ulster County Resource Recovery Authority

WEST GROUP
LAW PLLC

WGL is currently prequalified to serve on panels for the City of Buffalo Corporation Counsel, the Erie County Attorney's Office, the Onondaga County Attorney's Office, and for the following authorities: Empire State Development ("ESD"); the Dormitory Authority of the State of New York ("DASNY"); the Metropolitan Transportation Authority ("MTA"); and the New York State Energy and Research Development Authority ("NYSERDA").

In addition to our significant experience in New York, members of WGL have successfully represented municipalities and other public entities throughout the nation in connection with a broad array of municipal matters. This gives us the national perspective of understanding how challenges were addressed by other municipalities, and allows us to bring a fresh approach to our clients. These municipalities and public entities include, among others:

- City of Coachella, California
- City of Stockton, California
- Los Angeles County, California
- Water Research Foundation, Denver, Colorado
- City of New London, Connecticut
- Florida Keys Aqueduct Authority, Florida
- City of Fort Pierce, Florida
- Monroe County, Florida
- City of Annapolis, Maryland
- City of Attleboro, Massachusetts
- Town of Braintree, Massachusetts
- City of Fall River, Massachusetts
- Town of Framingham, Massachusetts
- City of Holyoke, Massachusetts
- City of Lawrence, Massachusetts
- Lynn Water and Sewer Commission, Massachusetts
- Springfield Water and Sewer Commission, Massachusetts
- City of Taunton, Massachusetts
- Tri-Town Board of Water Commissioners, Massachusetts
- Tulsa Metropolitan Utility Authority, Oklahoma
- City of Philadelphia, Pennsylvania
- Lemon-Tunkhannock Joint Municipal Sewer Authority, Pennsylvania
- Pittsburgh Water and Sewer Authority, Pennsylvania

- Government Development Bank for Puerto Rico, Puerto Rico
- Puerto Rico Aqueduct and Sewer Authority, Puerto Rico
- City of Cranston, Rhode Island
- City of Newport, Rhode Island
- City of Providence, Rhode Island
- City of Woonsocket Budget Commission, Rhode Island
- Rhode Island Water Resources Board, Rhode Island
- Warwick Sewer Authority, Rhode Island

As mentioned above, WGL represents local governments, municipalities, and public agencies with respect to a broad range of issues. Representative engagements in New York at the County level include the following:

- **Nassau County, New York** (*Nassau County Veterans Memorial Coliseum*) in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site — a project valued at more than $300 million, consisting of a public-private partnership to transform the 43-year-old Coliseum and plaza into an attractive, first-class destination for sports and family entertainment. Our representation included assisting the County with obtaining private financing for the redevelopment of the Nassau Coliseum and the surrounding area; drafting an RFQ and an RFP seeking private developers for the redevelopment of the Nassau Hub; facilitating the procurement processes; negotiating the contract documents, including simultaneous lease negotiations with the selected RFP finalists; and shepherding the selected lease through the County's approval process. WGL attorneys successfully negotiated a redevelopment and lease agreement between the County and Nassau Events Center, LLC, an affiliate of Forest City Enterprises, Inc. The project will result in zero tax liability to the residents of Nassau County and will generate more than $300 million in direct revenue to the County over the full 49-year term of the lease.

- **Nassau County, New York** (*Wastewater System*) in connection with the development and negotiation of a contract to privatize operations, maintenance and management of the County's sewer system, which includes three major wastewater treatment plants, 53 sewage pump stations and approximately 3,000 miles of sewers. The sewer system is responsible for the collection, treatment and disposal of sewage in a large area of the County, with a current customer base of approximately one million. This operation and maintenance agreement is the

largest water-related public-private partnership to date in the United States, with a value of more than $1.2 billion.

- **Rockland County, New York** (*Construction Litigation*) in connection with a breach of contract action stemming from the construction and failure of a new cover to a secondary digester. WGL attorneys successfully argued that the case should be remanded to State Court from United States District Court for the Southern District of New York.

- **Nassau County, New York** (*Clean Water Act Defense*) in connection with an action in the United States District Court for the Eastern District of New York alleging violations of the Clean Water Act stemming from alleged illegal discharges.

- **Rockland County Solid Waste Management Authority, New York** (*Solid Waste Management*) with the development and management of its county-wide solid waste disposal system. In such capacity, we serve as special counsel to the Authority and provide legal representation in connection with the Authority's various contractual arrangements.

- **Rockland County Solid Waste Management Authority, New York** (*Procurement Litigation*) in connection with a challenge to an RFP issued for recyclables collection. The Authority received three proposals in response to the RFP and based upon evaluation of the factors listed in the RFP, the lowest proposer was not selected. The proposer subsequently commenced an Article 78 proceeding, claiming that the Authority was subject to General Municipal Law § 103, which would have required the Authority to choose the lowest responsible bidder. Both the Supreme Court and the Second Department agreed with WGL's compelling legal argument that General Municipal Law § 103 is only applicable to political subdivisions, and that public benefit corporations, such as the Authority, are not political subdivisions.

- **Broome County, New York** (*Solid Waste System*) in analyzing legal alternatives and options available to the County concerning flow control.

- **County of Sullivan, New York** (*Solid Waste System*) with respect to whether to form a County solid waste disposal district, a solid waste management authority or

a resource recovery agency pursuant to New York law. Our representation also included advising the County on whether to update and enforce the County's flow control law to aid the operation of the solid waste management system for a district, an authority, or an agency. WGL attorneys also assisted the County with determining the most effective financing options for the expansion of the solid waste management system and construction of a transfer station based on the closure of its landfill.

- **Orange County, New York** (*Wastewater System*) in connection with advising the County in collaboration with Delaware Engineering to develop a study to find ways to increase treatment capacity for the County's only sewer district by at least three million gallons a day without significantly raising costs. We analyzed numerous existing agreements between affected municipalities, and we summarized a comprehensive legal framework through which the County could proceed with the study's practical recommendations.

- **Rockland County Sewer District No. 1, New York** (*Clean Water Act Defense*) in an action in the United States District Court for the Southern District of New York against allegations of violations of the Clean Water Act stemming from alleged sewage discharges into the Saddle River resulting in the dismissal of several of the causes of action against the District.

- **Nassau County, New York** (*Co-Generation Project*) in connection with a P3 transaction involving the lease and private operation of the County's District Energy System (DES), that would provide thermal and electrical energy to a number of private and public entities, including the Nassau County Correctional System, the Long Island Marriot, the Nassau Coliseum, and Nassau University Medical Center. The County is planning to enter into a P3 transaction with a selected entity who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users.

- **Rockland County Sewer District No. 1, New York** (*Public- Private Partnership Wastewater Plant*) in its procurement of a contractor for the operation and maintenance of its Advanced Wastewater Treatment Plant. We represented the Sewer District in the development of the facility on a DBO basis, which was the first municipal wastewater DB or DBO project in New York. We were responsible for reviewing New York law to determine whether the wastewater treatment plant could be developed pursuant to a DBO approach under the existing statutory frame-work. WGL assisted the Sewer District with the drafting of the procurement documents (including the RFP), the evaluation of proposals, and served as lead

negotiator and principal drafter of the DBO agreement. We continue to serve as full-time outside counsel to the Sewer District, providing contract oversight and administration assistance.

Real Property/Land Use

Our lawyers have extensive experience representing public entities, with a particular emphasis on land use, zoning, environmental, and redevelopment matters from planning, regulatory, and financing perspectives. We also serve as special counsel for redevelopment activities for many cities, counties, and redevelopment agencies, and our team has developed and drafted portions of comprehensive plans in municipalities, negotiated and drafted community benefit agreements.

Our extensive experience includes advising on:

- Condemnation proceedings and challenges
- Redevelopment agency projects
- Urban renewal projects
- Affordable/below-market housing projects
- Parkland issues, including alienation issues
- Acquisition of municipal assets
- Zoning issues

A notable example of our real property experience involves advising **Nassau County** in connection with the redevelopment of the Nassau Veterans Memorial Coliseum and its surrounding area, commonly referred to as the "Hub." Our representation includes advising on real estate and land use issues in connection with the Coliseum redevelopment, the development of a $140 million research and treatment facility with Memorial Sloan Kettering, the lease and private operation of the County's District Energy System and an $85 million parking structure involving a grant from the Empire State Development Corporation.

Transactions

We have extensive experience addressing all aspects of procurement and contracting matters, including negotiating and drafting contracts, public bidding processes, and prosecuting and defending contract claims. Our work includes development of model procurement and contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues. We routinely interpret New York statutes, rules and

regulations, and guidance unique to public entities, such as General Municipal Law §§ 103 and 120-w, and opinions of the State Comptroller and Attorney General.

As indicated above with respect to our municipal law practice, transactional work constitutes the vast majority of matters we handle, ranging from construction agreements to public-private partnership agreements to operations and maintenance agreements. Other than regulatory and litigation work, our firm is fundamentally focused on transactional matters.

In one notable project, as discussed above, we advised **Nassau County** in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site. Our representation included assisting the County with obtaining private financing; drafting an RFQ and an RFP seeking private developers for the redevelopment of the Nassau Hub; negotiating the contract documents, including simultaneous lease negotiations with the selected RFP finalists; and shepherding the selected lease through the County's approval process. The project will result in zero tax liability to the residents of Nassau County and will generate more than $300 million in direct revenue to the County.

Our attorneys, both while in public and private practice, have advised on the following types of contracts, among others:

- Concessions
- Construction
- Design-Build
- Design-Build-Operate
- Employment separation agreements
- Energy savings performance contracts
- Federal and state grant assistance
- Inter- and intra-municipal agreements for shared services
- Operation and maintenance
- Water/sewer/solid waste

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

Please see attached form.

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.

Electronically signed and certified at the date and time indicated by:
Teno A. West [WGL@WESTGROUPLAW.COM]

Dated: 10/15/2020 08:39:45 PM

Vendor: West Group Law PLLC

Title: Principal

NASSAU COUNTY CONTRIBUTIONS

10/16/2018	Revel Restaurant for Jack Schnirman	$2,473.00	NC
5/2/2019	Laura Curran for CE	$500.00	NC
8/15/2019	Citizens for Nicolella	$250.00	NC
7/8/2019	Jack Schnirman for Nassau	$2,500.00	NC
8/19/2019	Friends of Laura Curran	$250.00	NC
9/17/2019	Revel Restaurant for Jack Schnirman	$300.00	NC
10/10/2019	Friends of Laura Schaefer	$125 .00	NC
10/17/2019	Revel Restaurant for Jack Schnirman	$2,260.00	NC
1/3/2020	Jack Schnirman for Nassau	$500 .00	NC
5/28/2020	Jack Schnirman for Nassau	$2,000.00	NC
7/7/2020	Curran for Nassau	$1,000.00	NC
10/6/2020	Jack Schnirman for Nassau	$2 ,500.00	NC
10/9/2020	Curran for Nassau	$1,000.00	NC

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: Teno A. West
Date of birth: 03/23/1962
Home address: 47 North Street, PO Box 381
City: Litchfield State/Province/Territory: CT Zip/Postal Code: 06759
Country: US

Business Address: 81 Main St., Suite 510
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601
Country US
Telephone: (914) 898-2400

Other present address(es): 4 Richmond Square, Suite 350,
City: Providence State/Province/Territory: RI Zip/Postal Code: 02906
Country: US
Telephone: 401-371-3636

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Other	Principal	03/01/2017

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

100%

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

a. $140,000.00 Loan
b. Guaranty of White Plains office lease
c. Guaranty of Line of Credit
e. Guaranty of Providence office lease

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

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

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

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

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

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

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Teno A. West , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

West Group Law PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Teno A. West [WGL@WESTGROUPLAW.COM]

Principal

Title

10/15/2020 08:40:25 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: West Group Law PLLC

Address: 81 Main Street, Suite 510

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

2. Entity's Vendor Identification Number: 81-5255601

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

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

1 File(s) uploaded 4 and 5. List names and addresses of all principals shareholders (1).pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Please see attached document.

1 File(s) uploaded 4 and 5. List names and addresses of all principals shareholders (1).pdf

No shareholders, members, or partners have been attached to this form.

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

None.

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Teno A. West [WGL@WESTGROUPLAW.COM]

Dated: 10/15/2020 08:41:03 PM

Title: Principal

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

County of Nassau
Consultant's Contractor's and Vendor's Disclosure Form

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):

Teno A. West, 47 North Street, PO Box 381, Litchfield, CT 06759 - Principal

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.

Teno A. West, 47 North Street, PO Box 381, Litchfield, CT 06759 - Principal

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **West Group Law PLLC,** with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on October 1, 2020 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel to the County under this Agreement shall consist of the following: to affirmatively represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Forty-Five Thousand Dollars ($245,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee

schedule:

(i) Partner:	$250.00
(ii) Of Counsel:	$250.00
(iii) Senior Associate:	$250.00
(iii) Paralegal:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Seventy Thousand Dollars ($70,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

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

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

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request,

completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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

Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

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

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. 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 requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. 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.

[Remainder of Page Intentionally Left Blank.]

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

WEST GROUP LAW PLLC

By: Teno A. West

Name: Teno A. West

Title: Managing Partner

Date: October 23, 2020

NASSAU COUNTY

By: _____

Name: James Kaiser

Title: County Attorney

Date: 1/8/2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 23rd day of October in the year 2020 before me personally came Jena A. West to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Litchfield; that he or she is the Managing Partner of West Group Law PLLC, 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

JOSH J. MEYER
Notary Public, State of New York
No. 02ME5085491
Qualified in Putnam County
Commission Expires ~~September 22,~~ December 18, 2022

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

On the 8th day of January in the year 2021 before me personally came **Jared A. Kasschau** 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 **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, ~~2016~~ 2024

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

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

NOTARY PUBLIC

Appendix 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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Teno A. West	(Name)
81 Main Street, Suite 510, White Plains, NY 10601	(Address)
914-898-2400	(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 __X___ 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 __X___ 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.

October 23, 2020
Dated

Signature of Chief Executive Officer

Teno A. West
Name of Chief Executive Officer

Sworn to before me this
23rd day of October, 2020

Notary Public

JOSH J. MEYER
Notary Public, State of New York
No. 02ME5085491
Qualified in Putnam County
Commission Expires ~~September 22,~~ December 15, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2021

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	CONTACT NAME: Andrea Hills
Koverage Insurance Group 657 Enfield Street Enfield CT 06082	PHONE (A/C, No, Ext): 8607454222 FAX (A/C, No): E-MAIL ADDRESS: clteam@koveragegroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
West Group Law LLC 81 MAIN ST Ste 510 WHITE PLAINS NY 10601	INSURER A: TRAVELERS CAS INS CO OF AMER	19046
	INSURER B: TRAVELERS IND CO	25658
	INSURER C: CHARTER OAK FIRE INS CO	25615
	INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6805P66691A	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA9P857009	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP6P189648	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE PRDCO	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB7P06228A	03/01/2021	03/01/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			37LB-01072324	03/01/2021	03/01/2022	Each Occurrence General Aggregate	5,000,000 5,000,000

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

Holder as noted is additional insured with written agreement, not to exceed the limits, terms or conditions of any policy noted herein.

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Andrea Hills

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LAURA CURRAN
County Executive

JARED A. KASSCHAU
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Kate O'Hagen, Procurement Compliance Analyst**
Robert Cleary, Director of Procurement Compliance

FROM: **Jared A. Kasschau**
County Attorney

DATE: **January 5, 2021**

SUBJECT: **Delay Memo – West Group Law PLLC**

The purpose of this memo is to explain any delay with the new contracts between the County and **West Group Law PLLC** ("Counsel" or "West Group"), special counsel firm chosen to affirmatively represent Nassau County and the Department of Public Works ("County" or "DPW") in the construction of the Nassau County Family Court building; as well as for West Group to represent the County in litigation known as: Sunil Joseph v. County of Nassau – USDC EDNY Case Number 2:20-cv-01907-SJF-ARL ("Sunil Joseph").

Initially it was the Department's intention to proceed with one Agreement between West Group and the County to cover their representation of the County in both the affirmative litigation involving the new Family Court building, and their representation of the County in the Sunil Joseph litigation. One contract was prepared and sent to Counsel for review and signature. Subsequently it was determined that it would be beneficial to split the two matters into two (2) different Agreements with Counsel. West Group was contacted and notified of this change. New agreements were prepared by my office and sent to Counsel. This change, and Counsel's delay in executing their disclosure forms via the vendor portal, unfortunately caused delay in routing both agreements.

I trust this sufficiently explains the reason for the delay. Please do not hesitate to contact me if you have any questions.

JARED A. KASSCHAU
County Attorney

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604