



E-122-19

NIFS ID:CLAT19000010 Department: County Attorney

Capital:

SERVICE: Court ordered monitor - extension

Contract ID #:CQAT17000006

NIFS Entry Date: 16-APR-19

Term: from 04-DEC-17 to 03-DEC-19

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: Dr. Eugene Bourquin	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Mary Nori, Esq.
Address: 1 West St. Mineola, NY 1150
Phone: 516-571-4834

Routing Slip

Department	NIFS Entry: X	06-MAY-19 -- MREYNOLDSAT
Department	NIFS Approval: X	06-MAY-19 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-MAY-19 -- IQUIRESHI
OMB	NIFS Approval: X	06-MAY-19 -- EVALERIO
County Atty.	Insurance Verification: X	06-MAY-19 -- AAMATO
County Atty.	Approval to Form: X	06-MAY-19 -- DMCDERMOTT
CPO	Approval: X	07-MAY-19 -- KOHAGENCE
DCEC	Approval: X	13-MAY-19 -- JCHIARA

Dep. CE	Approval: X	23-MAY-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	23-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This a contract for the oversight of the implementation of a Consent Decree entered into by the County and Plaintiffs as part of the settlement of litigation known as Lori Scharff, Michael Godino, Edward Molloy and Long Island Council of the Blind v. County of Nassau, et. al. The contractor will act as a liaison between the County and Plaintiffs to facilitate compliance with the Consent Decree, and provide technical guidance to the County in the design of Accessible Pedestrian Signals.
Method of Procurement: Dr. Eugene Bourquin was selected and agreed upon by the Plaintiffs and the County pursuant to a court order.
Procurement History: N/A
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Adding an additional \$25,000 for the 2018-2019 year
Change in Contract from Prior Procurement: +25,000 for a maximum of \$50,000
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	at	Revenue		2	ATGEN1100/DE502	\$ 25,000.00
Control:	gen	Contract:				\$ 0.00
Resp:	1100	County	\$ 25,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 25,000.00		TOTAL	\$ 25,000.00

RENEWAL	
% Increase	
% Decrease	



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

1. Vendor: Dr. Eugene Bourquin

2. Dollar amount requiring NIFA approval: \$25000

Amount to be encumbered: \$25000

This is a Amendment

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

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

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

3. Contract Term: 12/04/2017-12/03/2019

Has work or services on this contract commenced? Y ____

If yes, please explain: ongoing monitoring situation

4. Funding Source:

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

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:

This is a contract for the oversight of the implementation of a Consent Decree entered into by the County and Plaintiffs as part of the settlement of litigation known as Lori Scharff, Michael Godino, Edward Molloy and Long Island Council of the Blind v. County of Nassau, et. al. The contractor will act as a liaison between the County and Plaintiffs to facilitate compliance with the Consent Decree, and provide technical guidance to the County in the design of Accessible Pedestrian Signals.

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

IQURESHI

06-MAY-19

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2019

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 DR. EUGENE BOURQUIN

WHEREAS, the County has negotiated a personal services agreement
with Dr. Eugene Bourquin to provide court-ordered monitoring 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 said agreement
with Dr. Eugene Bourquin.

Jack Schnirman
Comptroller



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

CLRT/19000110

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: Dr. Eugene Bourquin

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

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

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

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

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

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

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

The contract was originally executed by Nassau County on December 4, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after implementation of a Consent Decree entered into by the County and Plaintiffs as part of the settlement of litigation known as Lori Scharff, Michael Godino, Edward Molloy and Long Island Council of the Blind V. County of Nassau, et. al.

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

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

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

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

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

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

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

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

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

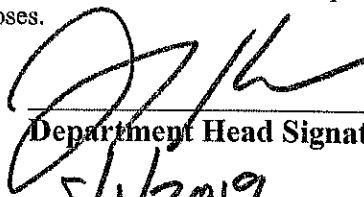
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature
5/1/2019

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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:
Eugene Bourquin [OANDMHK@MSN.COM]

Dated: 02/27/2019 10:21:33 AM

Vendor: Eugene Bourquin

Title: Proprietor

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: Eugene Bourquin
Date of birth: [REDACTED]
City: [REDACTED]
Address: [REDACTED]
Telephone: (646) 832-6003
Other present address(es): 10E
City: New York State: NY Zip Code: 10001
Telephone: (646) 832-6003
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	Proprietor	09/01/1989

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I am the 100% sole proprietor

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

I, Eugene Bourquin , 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, Eugene Bourquin , 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.

Eugene Bourquin

Name of submitting business

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

Eugene Bourquin [OANDMHK@MSN.COM]

Proprietor

Title

02/27/2019 10:31:59 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: 02/27/2019

1) Proposer's Legal Name: Eugene Bourquin

2) Address of Place of Business: [REDACTED]

City: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

3) Mailing Address (if different): [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Phone: (917) 613-5499

Does the business own or rent its facilities? Other

If other, please provide details:

The business is run from my co-operative apartment which is also my home. I own the apartment.

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Sole Proprietorship (Describe)

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, 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 ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

- b) Any misdemeanor charge pending?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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.

As a sole proprietor I have no formal procedures; I do not nor would I have a relationship with the County employee(s) which would create a conflict

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 ☐

Is the proposer an individual?

YES ☒ NO ☐ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

I have attached a resume

- 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	Helen Keller National Center		
Contact Person	Debbie Fiderer		
Address	141 Middle Neck Road		
City	Sands Point	State	NY
Telephone	(516) 944-8900		
Fax #			
E-Mail Address	debbie.fiderer@hknc.org		

Company	Helen Keller National Center		
Contact Person	Monica Godfrey		
Address	141 Middle Neck Road		
City	Sands Point	State	NY
Telephone	(516) 944-8900		
Fax #			
E-Mail Address	monica.godfrey@HKNC.org		

Company	Lexington School for the Deaf		
Contact Person	Amy Griffin-Otterberg		
Address	10E		
City	New York	State	NY
Telephone	(215) 715-3537		
Fax #			
E-Mail Address	griffberger@yahoo.com		

I, Eugene Bourquin , 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, Eugene Bourquin , 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: Eugene Bourquin

Electronically signed and certified at the date and time indicated by:
Eugene Bourquin [OANDMHK@MSN.COM]

Proprietor
Title

02/27/2019 11:10:05 AM
Date

Dr. Eugene A. Bourquin, DHA, COMS



University Education

Bachelor of Science, Psychology, Cum Laude

Baruch College, CUNY Baccalaureate for Unique and Interdisciplinary Studies, New York, 1989

American Sign Language Interpreting Program

College of Staten Island/CUNY, 1989

Master of Arts, Deafness Rehabilitation

New York University, New York, 1991

Graduate certification program

University of Arkansas at Little Rock, vision studies, 1995

Columbia University/Teachers College

Special education, Deaf and Hard-of-Hearing (2002-2004)

Doctor of Health Administration,

School of Advanced Studies, University of Phoenix, 2007

General Theological Seminary of the Episcopal Church

Graduate: certificate in ascetical theology, 2014

Professional and Clinical Certifications

Certified Orientation and Mobility Specialist

Certified Low Vision Therapist (retired)

Certified ASL/English Interpreter (retired)

Certified Sign Transliterater (retired)

CELTA certification, Cambridge University, TESOL, Teaching English

Certified Teacher of English to Speakers of a Foreign Language (Oxford)

Employment

1995 to 2017: Helen Keller National Center for Deaf-Blind Youths and Adults

National and international lecturer and consultant regarding people who are blind deaf, and deafblind, designing and administrating service programs, and research related to dual sensory loss. Developed the largest community-based service

delivery system for deafblind individuals in the U.S. The first individual in the United States to achieve dual certification as an orientation and mobility specialist and an English/Sign Language interpreting

Director of Community Services (1999-2007): managed a comprehensive interdisciplinary community-based team serving individuals who are deafblind throughout New York State; expanded programs in services, outreach, and consumer areas.

Supervisor of mobility and low vision (1996-1999): managed all aspects of service delivery; created the first national seminar for specialist working with travelers who are deafblind; initiated mobility programs working with travelers with cognitive delays and deafblindness; researched, published, and presented regularly regarding communication and travelers with dual sensory loss. Developed new O&M curriculum and curriculum media.

Senior instructor (1995-1996; 2007-present): mobility, low vision, and interpreter provider

2000 to 2013 **Lexington School for the Deaf**, travel evaluation and instruction

1989 to present **Bourquin Consulting**

consulting and vendor positions in human services: LaGuardia Community College, Region Support Services Center/CUNY, New York University, Baruch College, Hunter College, Lehman College, College of Staten Island, Columbia University, Barnard College, Teachers College, Columbia University, Touch Graphics Inc., New York City Department of Corrections

Legal consulting: Eubanks, Barrett, Fasig and Brooks; National Medical Consultants, PC; Sullivan Papain Block McGrath & Cannavo PC; DeSimone, Aviles, Shorter & Oxamendi LLP

1986-1993 Munich American Reinsurance Company, 560 Lexington Avenue, New York, New York 10022 attended to all aspects of IBM mainframe system computing software

1980 - 1986 Various senior positions in IT, including supervision of the largest IBM 360 computer operation on the east coast on the United States

Academic positions

2018 to present **St. Joseph College**, adjunct professor teaching introductory American Sign Language course

2010 to present **Salus University**, adjunct professor in the graduate rehabilitation program, teaching advanced O&M topic course; lectures in Foundation course; designed curriculum for deafblind O&M course

2017- **North Carolina Central University**, adjunct professor for the graduate program

in Orientation and Mobility

2005-2014 **Ratchasuda College, Mahidol University**, Bangkok, Thailand, annual visiting professor for orientation and Mobility and sign interpreting; lectures, workshops, and credit bearing courses

2000 to 2013 **Northern Illinois University**, lecturer, graduate certification program in deafblindness, Orientation and Mobility

2008 to 2010 **Axia College**, faculty, Health and Human Services department, teaching foundation and management courses in human services

Volunteer and board positions

2017-2018 **Northern Regional School for the Blind**, teacher and consultant, program for learners with deafblindness and multiple disabilities, Chiang Mai, Thailand

2011-2016 **Friends of FUNDAL**, member of the board of directors, charitable organization funding projects for deafblind children in Guatemala

2010-2015 New York Parents Association for Deaf-Blind, member of the board of directors, family advocacy organization

2009-present **PASS Coalition**, founder, steering committee member, consultant and advocacy for mobility for the blind and traffic engineering

1990-1993 **NY Deaf Hospice Program**, member of the board of directors

1989-1995 **HKNC**, Sands Point, NY; direct support for people who are deafblind in community-based activities

1987-1999 **GMHC**, NY, NY; crisis intervention worker for people living with HIV/AIDS, provided direct services to clients in homes and hospitals

1983-1987 **Community Health Project**, NY, NY; support service supervisor, patient information, hotline, member of the board of directors

Languages

Fluent in spoken and written English, published academic materials

Fluent in American Sign Language and variants

Rudimentary abilities in spoken and written Thai

Publications as author

- Bourquin, E., Wall Emerson, R., Sauerburger, D., & Barlow, J. (in press). Conditions that influence drivers' yielding behavior at roundabouts. *Journal of Visual Impairment & Blindness*. *
- Sauerburger, D., Bourquin, E., & Dodson-Burk, B. (Producer). (2017). Self-Study Guide: Crossing at Modern Traffic Signals. Retrieved from <http://www.sauerburger.org/dona/signal>
- Bourquin, E., Wall Emerson, R., Sauerburger, D., & Barlow, J. (2017). The Effect of the Color of a Long Cane Used by Individuals Who Are Visually Impaired on the Yielding Behavior of Drivers. *Journal of Visual Impairment & Blindness*, 111(5). *
- Bourquin, E., Wall Emerson, R., Sauerburger, D., & Barlow, J. (2016). Conditions that influence drivers' yielding behavior: Effects of pedestrian gaze and head movements. *International Journal of Orientation and Mobility*, 8(1), 13-26. *
- Bourquin, E., Emerson, R. W., Sauerburger, D., & Barlow, J. (2014). Conditions that influence drivers' yielding behavior in turning vehicles at intersections with traffic signal controls. *Journal of Visual Impairment & Blindness*, 108(3), 173-186. . *
- Sauerburger, D., Bourquin, E., & Sauerburger, J. (2013). The Effectiveness of Deaf-Blind Pedestrians Warning Signage on Drivers' Behavior. *International Journal of Orientation and Mobility*, 5. *
- Bourquin, E., Emerson, R. W., & Sauerburger, D. (2011). Conditions that influence drivers' yielding behavior while crossing at uncontrolled intersections. *
- Bourquin, E. (Producer). (2011). Orientation and mobility for children and youth who are deaf-blind. [video, PowerPoint, and learning activities] Retrieved from <http://www.instantpresenter.com/dbtip/E952D6868447>
- Bourquin, E. (2011, Summer). Are Area Warning Signs Effective? AER Orientation and Mobility Division Newsletter, 17, 12-13.
- Bourquin, E. (2011, Summer). Visiting the Kingdom: Thai O&M Instructors Learn about Teaching Deaf-Blind Travelers. AER Orientation and Mobility Division Newsletter, 17, 7-10.
- Bourquin, E., Hogan, S., & Sauerburger, D. (2010). Street Crossing Signs: Travelers Who are Deaf-Blind Obtaining Assistance when Pedestrians are not Present. AER Journal. *
- Lolli, D., Sauerburger, D., & Bourquin, E. (2010). Teaching O&M to Learners with Vision and Hearing Losses. In *Foundation of orientation and mobility* (Vol. II). N.Y.: American Foundation for the Blind. *
- Sauerburger, D., & Bourquin, E. (2010). Teaching the Use of the Cane Step by Step: Suggestions for Progressive, Methodical Instruction. *Journal of Visual Impairment and Blindness*, 104(4), 203-214. *
- Bourquin, E., & Moon, J. (2008). Studies on obtaining assistance by travelers who are deaf-blind. *Journal of Visual Impairment & Blindness*, 102(6), 352-361. *
- Steven Landau, J. A. M., Andrew Van Schoock, Eugene Bourquin (2008). Demonstration of a universally accessible audio-haptic transit map built on a digital pen-based

- platform. Paper presented at the third International Workshop on Haptic and Audio Interaction Design Jyväskylä, Finland.
- Sukontharungsee, S., Bourquin, E., & Poonpit, D. M. (2006). A first look at children and youth who are deafblind in the kingdom of Thailand. *Journal of Visual Impairment & Blindness*. *
- Bourquin, E., Galloway, M., Jordan, B., Pope, R., & Rosensweig, N. (2006). *Support service providers for people who are deaf-blind*. American Association of the Deaf-Blind.
- Bourquin, E., Ingraham, C., & Miller, K. (2006). Framework for positive outcomes: Designing school-to-work programs for deafblind teens. In *Monogram on deafblindness and transition*. Postsecondary Education Programs Network.
- Bourquin, E. (2005, December). Guiding tasks for interpreters working with deaf-blind travelers. *Registry of Interpreters for the Deaf Views*, 22, 17-19.
- Bourquin, E., & Sauerburger, D. (2005). Teaching deaf-blind people to communicate and interact with the public: Critical issues for travelers who are deaf-blind. *RE:View*, 37(3), 109-116. *
- Bourquin, E. (2003). DB-Zooooom: Deaf-blind traveler on public transportation [video]. Sands Point, NY: HKNC.
- Bourquin, E. (2002). *Services for deaf-blind individuals in the United States*. New York: Division of Rehabilitation Management and Sociology Research Institute, National Rehabilitation Center for Disabled, Government of Japan
- Wiener, W., Ambrose, E., Bourquin, G., Copass, R., DeJonge, J., Joffee, J., Newman, K., & Mancil, R., Bozeman, L., & Sauerburger, D. (2003). *The orientation and mobility assistant survey*. Association for the Education and Rehabilitation of the Blind and Visually Impaired, Professional Standards OMA subcommittee.
- Bourquin, E. (2002). Sighted guide technique for deaf-blind travelers. On *National interpreter curriculum for deaf-blind interpreting* [video]. San Diego: Dawn Sign Media.
- Bourquin, E., Mascia, J., & Rusenski, S. (2002). Community-based services for deaf-blind consumers: A successful rehabilitation and vocational model. *Journal of Visual Impairment & Blindness*, 96(9), 668-671. *
- Franklin, P., & Bourquin, E. (2000). Picture this: A pilot study for improving street crossings for deaf-blind travelers. *RE:view*, 31(4). *
- Bourquin, E. (1996). Using interpreters with deaf-blind clients: What professional service providers should know. *RE:view*, 27(4), p. 149-154. *
- Bourquin, E. (1994). Providing support services for a deaf-blind student in a mainstream university environment. *Journal of American Deafness and Rehabilitation*, 28(1), 31-38. *
- * indicates peer reviewed publication

Awards

Elizabeth O'Toole award from American Council of the Blind of New York, for support of people who are blind, deafblind, and the ACB NY, November 2014

Peer Reviewers of the Year for the Journal of Visual Impairment and Blindness, American Foundation for the Blind Leadership Conference in Chicago, April 2013

Sandy Kronick Distinguish Service Award, Association for Education and Rehabilitation of Blind and Visually Impaired, 2012, at the International Conference

Helen Keller National Center, Center Award for contributions to research, 2012

Helen Keller National Center, Center Award for contributions to the professional literature, 2011

Helen Keller National Center, Center Award for contributions to the field, 2010

Helen Keller National Center, Center Award for contributions to the field, 2009

Helen Keller National Center, Center Award for contributions to the field, 2008

The Alfred Allen Award for Direct Services to Blind Consumers, awarded by the Association for Education and Rehabilitation of the Blind and Visually Impaired at the 2004 international conference

Scholarship award, New York State Association of Education and Rehabilitation of the Blind and Visually Impaired, 1995

Community Health Project, deafness consultant, Outstanding Service Award, 1992

Metro NYC Registry of Interpreters for the Deaf, annual Award for Outstanding Service, 1991

Recent projects and research

Principal investigator. Driver yielding, turning vehicles, and blind pedestrian behaviors, in collaboration with Western Michigan University and Access for the Blind 2013, 2016

Co-founder, PASS, Pedestrians for Accessible and Safe Streets, advocacy coalition for accessible features at New York City streets, plazas, and intersections 2010

Co-principal investigator. US Department of Education (Office of Special Education and Rehabilitative Services) Steppingstones of Technology grant, Touch Graphics, Inc. Project title: "WiiCane: An accelerometer-based diagnostic and real-time feedback tool for therapeutic play in mobility training for blind and deaf-blind children." 2011

Script designer. Miele Pen Project, audio-haptic transit map built on a digital pen-based platform. Touch Graphics. Multi-sensory transit and way-finding information about New York City subways to riders who are blind, visually impaired, or otherwise print disabled. 2011

Consultation and educational work

- 2017- Court-appointed monitor, Nassau Country, Lori Scharff, Michael Godino, Edward Molloy And Long Island Council of the Blind, v. Nassau County DPW
- 2010- Network of Teachers for the Deaf-Blind (NTDB), NY, member
- 2012 Expert witness, blind client, DeSimone, Aviles, Shorter & Oxamendi, LLP, Attorneys for the plaintiff
- 2009 Legal consultant, deafblind client, Sullivan Papain Block McGrath & Cannavo P.C, , Attorneys for the plaintiff
- 2008-2014 New York Deaf-Blind Collaborative, consultation, presentations, and presenter for sponsored events and productions for deaf-blind children and youth
- 2001-present **Lexington School for the Deaf**, travel evaluation and instruction
- 2005-2010 **Touch Graphic Incorporated**, consultant, writer
- 2005-2007 **Baruch College/CUNY**, Consultation/script writer, Computer Center for Visually Impaired People (CCVIP)
- 2005-present **Peer review** panel, **Journal of Visual Impairment and Blindness**, Publisher: American Foundation for the Blind.
- 2002 Guiding Eyes for the Blind, dog guide school, consultant to the Director of Training for a deaf-blind consumer attending 3 week training.
- 2002 Western Michigan University, CD presentation for the undergraduate program in travel training.
- 2002 Lincoln Center for the Performing Arts, consultant on talking kiosk mobility script.
- 2002 Long Island Bus, mobility ist on tactile map project
- 2001-2007 Japanese Deafblind Association, consultant and support service provider for international conferences
- 2001 Lexington School for the Deaf, staff mobility and low vision therapist.
- 1993 LaGuardia Community College/CUNY - Program for Deaf Adults; teacher, winter session, Social Studies.
- 1992 LaGuardia Community College/CUNY - Program for Deaf Adults; tutor, Computer Science, Data Processing.
- 1991-92 New York University - Consultant, Service Support Person, working with a Deaf-blind student pursuing an advanced degree, in cooperation with the Center for Students with Disabilities: tactile interpreting, evaluation and setup of the latest technology in TeleBraille and computer equipment, and testing and installing assistive equipment such as the Sonic Alert systems.
-

Selected conferences and workshops as presenter

- 1/18 Co-presenter, The Inaugural International O&M Online Symposium, Analyzing Street Crossings, for the Texas School for the Blind and Visually Impaired, from Chiang Mai, Thailand
- 7/17 Co-presenter, The 4th Ratchasuda International Conference on Disability, Deafblind People and Technology: Accessing Information and Connecting to Society, with Shinichiro Kadokawa, Deaf-Blind Smile, Osaka
- 3/17 Coordinator / instructor, National hybrid online-campus seminar for mobility specialists working with Deaf-blind consumers, Helen Keller National Center, Sands Point, New York and Northern Illinois University
- 10/16 CEATI conference. Travel Instruction. Presentations: Travel Instruction and Deaf Travelers; Reducing Risks from Turning Drivers
- 9/16 Minnesota State Services for the Blind, The Essentials of O&M for Deafblind Travelers, St. Paul, MN. Two week online course with a two day on-site workshop.
- 5/16 New Jersey AER, presenter on Deafblind communication.
- 3/16 South Eastern O&M Conference (SOMA), presenter, Autonomous and connect vehicles: What the future may hold for blind pedestrians, Communication with the uninitiated public, driver's yielding and long cane color,
- 1/15 The First International Online Deaf-Blind Conference, presenter, attended by more than 350 participants from 12 countries. Vision and Communication.
- 11/14 New York State American Council of the Blind conventions, Modern Intersections, Ronkonkoma, NY
- 10/14 New York State AER Conference, Driver Yielding to Blind Pedestrians, Albany, NY
- 10/14 Visiting professor, Deaf-Blind Interpreting, 30 hour 3 credit undergraduate course, Ratchasuda College, Salaya, Thailand
- 12/13 AER International O&M Conference, Deaf-Bind O&M: the essentials (co-presenter), New Orleans
- 12/13 AER International O&M Conference, Discovering Driver Yielding (co-presenter), New Orleans
- 10/13 Alabama AER State Conference, plenary presenter, Direct instruction of O&M for Deaf-blind students: improving outcomes by modifying the curriculum
- 8/13 Presenter, Fundamentals of Deaf-Blind Interpreting, Ratchasuda College, Salaya, Thailand
- 7/13 American Council of the Blind, national convention, The View from the Driver's seat: understanding drivers' yielding behavior, presenter
- 6/13 Instructor, National online and campus seminar for mobility specialists working with Deaf-blind consumers", Helen Keller National Center, Sands Point, New York and Northern Illinois University
- 1/13 Guide Dog Foundation, national teleconference, Driver yielding and mitigating risk at street crossings, present
- 11/12 CAOMS conference, San Diego, CA
Keynote presenter, Discovering Influences on Drivers' Yielding

- 10/12 SOMA-COMA O&M conference, Richmond, Virginia
Presenter, The basics of O&M for Deaf-Blind people, all-day workshop
- 7/12 AER International conference, Bellevue, Washington
Co-presenter, Influences on driver yielding and turning vehicles
- 3/12 Presenter, Fundamentals of Deaf-Blind O&M, week long seminar, Ratchasuda College, Salaya, Thailand
- 7/11 Presenter, Fundamentals of Deaf-Blind O&M, week long seminar, Ratchasuda College, Salaya, Thailand
- 05/11 Keynote speaker, Pedestrian Safety in the Changing NYC Streetscape Forum, Borough President, The Manhattan Borough President's Disability Task Force.
- 07/10 AER International conference, Little Rock, Arkansas
Presenter, Deafblind travelers: Soliciting assistance when no pedestrians are present
Co-presenter, Influences on driver yielding
Co-Presenter, Stages of acquiring cane skills
- 06/09 New Jersey Commission for the Blind, SSP training workshop, New Brunswick, NJ.
- 10/08 Alabama AER state conference, Huntsville, Successful Curriculums for Orientation and Mobility for Deaf-Blind Travelers: History, Heuristics, and Habilitation, plenary speaker.
- 07/08 AER International conference, Communication and the Deaf-Blind Traveler, co-presenter
- 07/07 American Council of the Blind, national conference, Minneapolis, MN.
- 06/07 COMA mobility conference, Deafblind travelers: The history and principles of communication with the public
- 05/97-07 Presenter, Northern Illinois University, Institute on Deaf-Blindness. O&M with Deaf-Blind Travelers, DeKalb, Illinois.
- 5/07 Support Service Provider training, Helen Keller National Center, Sands Point, New York
- 6/06 Co-Presenter, Communication with the Public for Deafblind travelers, American Association of the Deaf-Blind, conference, Towson, Maryland
- 4/06 Presenter, Rehabilitation Services with People Who are Deafblind, Arkansas Association for the Education and Rehabilitation of the Blind and Visually Impaired, Little Rock, Arkansas.
- 4/05 Presenter, Fundamentals of Deaf-Blind Rehabilitation, Ratchasuda College, Salaya, Thailand
- 9/04 Co-Presenter, "Community Service and Consumers with CRS," New Jersey ADARA
- 12/03 Co-Presenter, "DB Zoooom: Deaf-Blind traveler on Public Transportation," first National AER Mobility Conference, New Orleans, Louisiana
- 8/03 Co-presenter, "Deaf-Blind Community-based Placement"; Deafblind International conference, Toronto, Canada
- 4/03 Presenter, "Deaf-Blind O&M; course 101," State vision conference, Harrisburg,

Pa.

- 11/02 Lecturer and host, "Same but Different: the first national seminar for Mobility Specialists working with Deaf-Blind consumer ", Helen Keller National Center, Sands Point, New York.
- 8/02 Presenter, "Model program for deaf-blind community services", RSA National Employment Conference, Washington, DC.
- 5/02 Presenter, Northern Illinois University, Deaf-Blind certificate program, "One Day Workshop - O&M for Deaf-Blind Consumers", DeKalb, Illinois.
- 5/02 Presenter, "Service delivery for deaf-blind consumers in their homes, communities and work sites", National Conference of State Coordinators of Deaf Services, Gallaudet University, Washington, DC.
- 2/02 Presenter, "Orientation, Mobility and Community Services for Individuals who are Deaf-Blind", four day seminar, Addy McBride Rehabilitation Center, Jackson, Mississippi.
- 1/02 Presenter, "Providing services to deaf-blind individuals", Pennsylvania School Nurses Association, Penn State University, PA.
- 5/01 Presenter, Northern Illinois University, Deaf-Blind certificate program, "One Day Workshop - O&M for Deaf-Blind Consumers", DeKalb, Illinois.
- 5/01 Presenter, New England AER Annual Conference, "O&M with Individuals who are Deaf-Blind", Vermont.
- 12/01 Workshop presenter, New York State Transition Partnership Conference, Syracuse, NY, "From Assessment to Placement; Vocation Services for Deaf-Blind Youths and Adults."
- 8/00 Workshop presenter, Conference of the American Association of the Deaf-Blind, Columbus, Ohio, "Current Trends in Mobility for Deaf-Blind Travelers."
- 7/00 Host, AER International Conference, Roundtable discussion with university O&M Personnel Preparation Programs, practitioners, and Helen Keller National Center, regarding the improvement of educational opportunities for O&M graduate students.
- 6/00 Presenter, St. Croix Deaf Coalition and Black Deaf Advocates of the Virgin Islands, "Deaf-Blind Services at Helen Keller National Center," as part of an 8 day cultural and linguist exchange program with the United States Virgin Islands, sponsored by the City University of New York.

References and other data available upon request. A comprehensive vitae is also available.

COUNTY OF NASSAU

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

1. Name of the Entity: Eugene Bourquin

Address: [REDACTED]

City: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Sole proprietorship

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

See attached file(s):

YES ☐ NO ☒

First Name Eugene
 Last Name Bourquin
 MI A Suffix _____
 Address [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
 Position proprietor

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.

None. This is sole proprietorship.

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 ☒

(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:
Dr. Eugene Bourquin [OANDMHK@MSN.COM]

Dated: 02/27/2019 11:14:48 AM

Title: Proprietor

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.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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 **County Department of Public Works and the County Attorney's Office**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Dr. Eugene Bourquin**, having an office at [REDACTED]

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT17000006 between the County and Contractor, executed on behalf of the County on December 4, 2017 (the "Original Agreement"), Contractor acts as liaison between the County and Plaintiffs to facilitate compliance with and to oversee the implementation of a Consent Decree, entered into by the County and Plaintiffs, as part of the settlement of litigation known as LORI SCHARFE, MICHAEL GODINO, EDWARD MOLLOY AND LONG ISLAND COUNCIL OF THE BLIND v. COUNTY OF NASSAU AND SHILA SHAH-GAVNOUDIAS, COMMISSIONER OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, IN HER OFFICIAL CAPACITY, Index No. 10-CV-4208 (DRH) (GRB), attached to the Original Agreement as Appendix A (the "Consent Decree"). The Contractor further provides technical guidance to the County in the design of Accessible Pedestrian Signals. (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 4, 2017 until December 3, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Five Thousand Dollars (\$25,000.00) paid at the rate of Three Hundred Dollars (\$300.00) per hour (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, and amend the Compliance with Law section of the Original Agreement.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 3, 2019.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-Five Thousand Dollars (\$25,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Fifty

Thousand Dollars (\$50,000.00) (the Amended Maximum Amount"). Compensation for Services shall continue to be paid at the rate of Three Hundred Dollars (\$300.00) per hour.

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to 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. The Contractor 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, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DR. EUGENE BOURQUIN

By: 

Name: Eugene BOURQUIN

Title: Consultant

Date: April 19, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

New York

On the 9 day of April in the year 2019 before me personally came Eugene Bourquin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the owner of Sole Proprietorship, 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

Nancy Pabon

NANCY PABON

NOTARY PUBLIC-STATE OF NEW YORK

NO. 01PA6253848

QUALIFIED IN KINGS COUNTY

MY COMMISSION EXPIRES 01-09-2020



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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Received 12/13/17



E-220-17

NIFS ID:CQAT17000006 **Department:** County Attorney

Capital:

SERVICE: Court-ordered monitor

Contract ID #:CQAT17000006 **NIFS Entry Date:** 06-SEP-17 **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) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: Dr. Eugene Bourquin	Vendor ID#: [REDACTED]
[REDACTED]	Contact Person: Eugene Bourquin
	Phone:

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mincola, NY 11501
Phone: 516-571-3034

Routing Slip

Department	NIFS Entry: X	21-SEP-17 -- JDELLE
Department	NIFS Approval: X	21-SEP-17 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	27-SEP-17 -- RDALLEVA
OMB	NIFS Approval: X	25-SEP-17 -- MVOCATURA
County Atty.	Insurance Verification: X	21-SEP-17 -- AAMATO
County Atty.	Approval to Form: X	29-SEP-17 -- JDELLE
Dep. CE	Approval: X	18-OCT-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	16-OCT-17 -- MREYNOLDS

Legislature	Approval: X	15-NOV-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	04-DEC-17 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: This a contract for the oversight of the implementation of a Consent Decree entered into by the County and Plaintiffs as part of the settlement of litigation known as Lori Scharff, Michael Godino, Edward Molloy and Long Island Council of the Blind v. County of Nassau, et. al. The contractor will act as a liaison between the County and Plaintiffs to facilitate compliance with the Consent Decree, and provide technical guidance to the County in the design of Accessible Pedestrian Signals.

Method of Procurement: Dr. Eugene Bourquin was selected and agreed upon by the Plaintiffs and the County pursuant to a court order.

Procurement History: N/A

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$25,000

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	ATGEN1100/DE502	\$ 25,000.00
Control:	AT	Contract:				\$ 0.00
Resp:	1100	County	\$ 25,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 25,000.00		TOTAL	\$ 25,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. ²⁹⁷ - 2017

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 DR. EUGENE BOURQUIN

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11/13/17
VOTING:
ayes 7 nays 0 abstained 0 excused 0
7 Legislators present

WHEREAS, the County has negotiated a personal services agreement
with Dr. Eugene Bourquin to provide court-ordered monitoring 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 said agreement
with Dr. Eugene Bourquin

CONTRACT FOR SERVICES

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 on behalf of the County Department of Public Works and the County Attorney's Office, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Dr. Eugene Bourquin, having an office at [REDACTED]

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and terminate one year thereafter, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services ("Services") to be provided by the Contractor under this Agreement shall consist of overseeing the implementation of a Consent Decree entered into by the County and Plaintiffs as part of the settlement of litigation known as LORI SCHARFF, MICHAEL GODINO, EDWARD MOLLOY AND LONG ISLAND COUNCIL OF THE BLIND v. COUNTY OF NASSAU AND SHILA SHAH-GAVNOUDIAS, COMMISSIONER OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, IN HER OFFICIAL CAPACITY, Index No. 10-CV-4208 (DRH) (GRB), attached hereto as Appendix A (the "Consent Decree"). The Contractor shall act as the liaison between the County and Plaintiffs to facilitate compliance with the Consent Decree, and provide technical guidance to the County in the design of Accessible Pedestrian Signals.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty-five Thousand Dollars (\$25,000.00). Compensation for Services shall be paid at the rate of Three Hundred Dollars (\$300.00) per hour.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Contractor shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred in carrying out the Services of this Agreement, provided that such expenses have been pre-approved by the Department.

(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 the Contractor 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 the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

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

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

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

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

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

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the information so that the Contractor may take such action as it deems appropriate.

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

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

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

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

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

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

9. 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.

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

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

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

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

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

hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.


20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all 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).

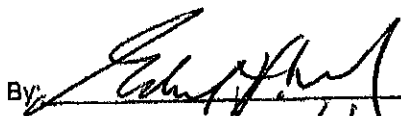
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

DR. EUGENE BOURQUIN

By: 
Name: EUGENE BOURQUIN
Title: APS CONSULTANT
Date: 6/26/17

NASSAU COUNTY


By: 
Name: EDUARDO H. LOPEZ
Title: Deputy County Executive
Date: 12/4/17

PLEASE EXECUTE IN BLUE INK

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

On the 26 day of June In the year 2017 before me personally came Eugene Bourquin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the Sole proprietor of individual 2, 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.

authority of the board of directors of said corporation.



NOTARY PUBLIC
DONALD DUVA
Notary Public, State of New York
No. 01DU4650843
Qualified In Nassau County
Commission Expires June 30, 20 19

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

On the 4 day of December in the year 2017 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 206 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE6073153
Qualified in Nassau County
Commission Expires February 18, 1999

2019

Appendix A

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

-----X
LORI SCHARFF, MICHAEL GODINO, EDWARD
MOLLOY and LONG ISLAND COUNCIL OF
THE BLIND

CONSENT DECREE

Plaintiffs,

-against-

10-CV-4208 (DRH)(GRB)

COUNTY OF NASSAU and SHILA SHAH-GAVNOUDIAS,
Commissioner of Nassau County Department of
Public Works in her official capacity

Defendants
-----X

A. Background

1. This action was brought by Lori Scharff, Michael Godino, Edward Molloy, who are all individuals who are blind, visually impaired or deaf-blind, and the Long Island Council of the Blind (hereinafter, "LICB"), a tax-exempt nonprofit organization pursuant to Section 501(c)(3) of the United States Internal Revenue Code, a membership group which advocates for individuals who are blind, visually impaired or deaf-blind in Long Island (hereinafter, "Plaintiffs"), to enforce provisions of Title II of the Americans with Disabilities Act of 1990 (the "ADA" or the "Act"), 42 U.S.C. §§ 12131 et seq, and its enabling regulations contained in 28 C.F.R. Part 35, and the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its enabling regulations (the "Action"). The Action arises out of allegations of discrimination against the Plaintiffs by the County of Nassau and Shila Shah-Gavnaudias, sued herein in her official capacity as the Commissioner of the Nassau County Department of Public Works ("Defendants") on the basis of Plaintiffs' disabilities, Defendant's alleged failure to provide for Plaintiff's use and enjoyment of

streets throughout Nassau County through installation of accessible pedestrian signals (hereinafter, "APS"). Plaintiff also sought damages, attorney's fees and costs.

2. Defendants have interposed an Answer to Plaintiffs' Complaint denying all material allegations in the Complaint.

3. Plaintiffs alleged that they have been denied an equal opportunity to use and enjoy public streets in Nassau County because of the refusal of Defendants to install APS in accordance with Title II of the ADA and the Rehabilitation Act.

4. Defendants generally denied the factual basis of Plaintiffs claims, and specifically argued that APS was not a public program, activity, service or facility covered by Title II of the ADA and the Rehabilitation Act. Defendants also argued that the lack of specific United States Department of Justice regulations governing the design and construction of newly constructed or altered pedestrian facilities in public rights of way violated any obligation under Title II of the ADA and the Rehabilitation Act to install APS.

5. At a settlement conference before Magistrate Judge Gary R. Brown on November 4, 2015, following the Memorandum & Order dated June 2, 2014 of the Hon. Denis R. Hurley, which denied Summary Judgment Motions filed by all parties, the parties agreed to resolve all issues before the Court through a negotiated agreement which is expressed through this Consent Decree.

B. Agreement of the Parties and Order of the Court

It is hereby agreed by the parties and ordered by the Court as follows:

6. This Court has jurisdiction of this action under 42 U.S.C. § 12188(a) and 28 U.S.C. §§ 1331 and 1345.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that all claims alleged herein arose within the Eastern District of New York.

8. Plaintiffs Lori Scharff, Michael Godino and Edward Molloy are qualified individuals with disabilities as defined in 42 U.S.C. § 12131(2). Plaintiff LICB is a membership advocacy group representing qualified individuals with disabilities.

9. The individual Plaintiffs have standing under Article III of the United States Constitution to bring this Action. LICB has associational and organizational standing under Article III of the Constitution.

10. Defendant County of Nassau is a public entity within the meaning of that term provided in 28 CFR § 35.104. Defendant Shila Shah-Gavnoudias is sued herein only in her capacity as the current Commissioner of the Nassau County Department of Public Works ("DPW"). DPW is responsible for the installation and maintenance of pedestrian traffic signals along roadways owned or controlled by Nassau County. In the event that there is a change in the identity of the Commissioner of the Department of Public Works during the course of the implementation of this Decree, the new Commissioner shall be substituted for Shila Shah-Gavnoudias for any purposes related to the enforcement of the terms of this Decree.

11. Defendants collectively provide, own and/or operate pedestrian traffic signals on County owned or controlled roads in Nassau County related to access to the use and enjoyment of intersections by pedestrians. In order to settle this action without further legal proceedings, Defendants agree to install APS as provided for herein.

12. As specified below, the following terms are hereby ordered by this Court within the specified time frames:

Definitions

a. "Effective Date" shall mean the date that the Decree is entered by the Court in the Docket of this Action.

b. "Intersection" shall mean a location with one or more pedestrian crosswalks, including mid-block crossings, with one or more visual pedestrian signals associated with the crosswalks.

c. "Visual Pedestrian Signals" (hereinafter, "VPS") shall mean pedestrian signals that do not presently include APS.

d. APS shall mean installation of technology and related facilities where VPS is provided by Nassau County as of the Effective Date in a manner that enables persons who are blind, visually impaired or deaf-blind to receive aural and vibro-tactile information equivalent to VPS information. APS technology such as the Polara Navigator technology or equivalent technologies that provide VPS equivalent information via aural and vibro-tactile communication in English shall be acceptable as APS for purposes of the installation of APS required by this Decree.

e. "APS Accessibility Plan" shall mean the development of a plan to install APS in Nassau County.

f. "Alteration" shall mean the definition of that term set forth in 28 CFR 35.151(b).

"Reconstruction" shall mean the definition of that term set forth in 28 CFR 35.151(a).

Provisions, Terms & Conditions

1. Nassau County shall install APS at all intersections along Hempstead Avenue designated in Exhibit "A" to this Decree, which will be incorporated herein as if fully set forth. This obligation is subject to the structural impracticability exception set forth in 28 CFR §

35.151(a)(2), and as interpreted by federal court jurisprudential precedent(s) in the Second Circuit Court of Appeals.

2. Nassau County shall install APS in the ordinary course of alteration of traffic signals, as the term, "alteration," is defined in 28 CFR § 151(b)(1) and 28 CFR Part 36, Appendix "A", commencing as of the Effective Date of the Decree, and shall continue to install APS when reconstructing or newly constructing traffic signals for so long as Title II of the Americans With Disabilities Act (ADA) remains in effect. For purposes of this Consent Decree, "alterations" shall not include replacement of equipment within the existing control cabinets, signal heads, and replacement of loops in the roadway, and replacement of signal equipment damaged as part of a vehicular accident or storm when replaced in-kind.

3. This obligation is subject to the structural impracticability exception set forth in 28 CFR § 35.151(a)(2), and by federal court jurisprudential precedent(s) in the Second Circuit Court of Appeals.

4. Nassau County shall develop an APS Accessibility Plan for VPS owned by Nassau County as of the Effective Date of this Decree. The Plan will be prepared pursuant to the requirements of 28 CFR § 35.150 and any other applicable laws that meet or exceed the requirements of 28 CFR § 35.150. To the extent that applicable laws or regulations are enacted or adopted subsequent to the Effective Date of this Decree, all completed installations of APS as of the effective date(s) of any new laws or regulations shall have safe harbor from any heightened or additional requirements set forth in new laws or regulations. Nassau County shall follow technical guidance related to the installation of APS issued by the Federal Highway Administration and United States Access Board, and shall utilize the APS prioritization tool found at http://www.apsguide.org/appendix_d.cfm, or any other prioritization tool widely used by

public entities for the purpose of complying with the requirements of 28 CFR § 35.150 related to the installation of APS. The purpose of the APS Accessibility Plan is to develop a schedule for installation of APS that complies with 28 CFR § 35.150, and implement the plan by installing APS within the time frame set forth in paragraph six (6) below.

5. A qualified independent monitor will be hired to oversee implementation of this Decree ("Monitor"). The Monitor must be acceptable to Plaintiffs and Defendants, Plaintiffs and Defendants should begin immediately with the process of selecting the Monitor and should complete the selection process within three (3) months of the Effective Date of this Decree. The Monitor will communicate effectively with Plaintiffs and Defendants in performing all duties related to monitoring the implementation of this Consent Decree. The Monitor may consult with all persons or entities deemed necessary to determine issues related to compliance with the terms of this Decree. Nassau County shall pay all costs reasonably related to the performance of the Monitor's duties, including compensation of the Monitor.

6. All APS installations required by paragraphs one (1) and four (4) of this Decree shall be completed as soon as reasonably possible. In no event shall completion of the obligations set forth in this Decree exceed seven (7) years from the Effective Date of this Decree.

7. Nassau County shall continue the policy it currently has in effect to consider requests by individuals to install APS at particular intersections consistent with the reasonable modification regulation set forth in 28 C.F.R. §35.130 (b)(7).

8. Plaintiffs and their counsel shall be notified by Defendants of all APS installations performed in the previous year. The notice addressed to the individual Plaintiffs must be delivered via e-mail in Microsoft Word or accessible PDF format and in writing. The list shall provide Plaintiffs with sufficient identifying information to visit each intersection.

9. APS units should be programmed so that the decibels expressed by the APS unit correspond to a default parameter for ambient sound in the environment of each installation. Nassau County will promptly repair APS malfunctions.

10. Nassau County shall pay the sum of Ten Thousand (\$10,000.00) Dollars to individual Plaintiffs Lori Scharff, Michael Godino and Edward Molloy, by checks made payable to "Lori Scharff," Michael Godino" and "Edward Molloy," respectively. Nassau County shall pay the sum of Twenty-five Thousand (\$25,000.00) Dollars to Plaintiff Long Island Council of the Blind, by check made payable to "Long Island Council of the Blind." All checks to Plaintiffs will be delivered to Robert Briglio, Esq. at his office address: 115 Jackson Avenue, Huntington, New York 11743.

11. The question of payment of attorney's fees and costs to Martin J. Coleman, Esq. and Robert Briglio, Esq., as counsel for Plaintiffs in the action which resulted in this Consent Decree, will be submitted to this Court by Motion.

12. The parties have a right to seek judicial enforcement of the Decree. This Court retains jurisdiction over this Decree for purposes of determining any actions to enforce this Decree for a period of seven (7) years and ninety (90) days from the Effective Date. Prior to initiation of any enforcement action the parties, with the assistance of the Monitor, must attempt informal resolution of all allegations of non-compliance. The procedures for pursuing informal resolution of disputes are to be as follows: A complaining Plaintiff must serve written notice upon Nassau County, the Monitor and all other Plaintiffs setting forth with specificity the acts or failures to act which allegedly constitute non-compliance with the Decree, together with reference to the specific provisions of the Decree alleged to be violated. The County shall respond to the notice by serving all Plaintiffs and the Monitor by e-mail in Word-accessible , PDF format and in writing within

thirty (30) calendar days. Within ten (10) calendar days of receipt of the County's response the parties shall schedule a meeting with the Monitor which should occur within twenty (20) days for the purpose of confer and attempting resolution of the dispute. If the parties are unable to resolve the dispute in this manner, the Plaintiff(s) alleging non-compliance with the Decree may initiate a formal enforcement action with the Court. If Plaintiffs prevail in the enforcement action, Plaintiffs' counsel used in any enforcement action shall be entitled to reasonable attorney's fees and costs to the same extent as the provision for reasonable attorney's fees set forth in 42 U.S.C. § 12203.

13. This Decree contains the entire agreement between the Parties.

14. If any provision or provisions of the Decree shall later be held invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not be affected or impaired thereby.

15. The Decree can be modified only by Motion to this Court setting forth the written consent of the parties to proposed modification. The party requesting modification shall notify all other parties of the requested modification(s). Within 30 business days of receiving notice of the proposed modification(s), the other party shall provide a written statement setting forth its response to the proposed modification(s). If the responding party agrees to proposed modifications, the party proposing the modification(s) may file a Letter Motion pursuant to this Court's Individuals Rules, together with a revised copy of the Decree. The Decree will be deemed modified as of the date of the Court's Order on Modification of the Decree.

16. This Decree is final and binding on the parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs and legal representatives thereof. Each party has a duty to so inform any such successor in interest of this Decree and the obligations created hereunder.

17. Plaintiffs agree to dismiss their Complaint with prejudice upon entry of the Decree.
The Order of Dismissal signed by ^{counsel for} all parties is attached as Exhibit "B."

18. All notifications, reports and communications of the parties required under this Decree shall be made in writing and by electronic mail in Microsoft Word, or accessible PDF to the following persons, or their successors in interest:

To Defendants:

Nassau County Attorney
One West Street
Mineola New York 11501

Commissioner, Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

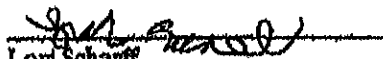
To Plaintiffs:

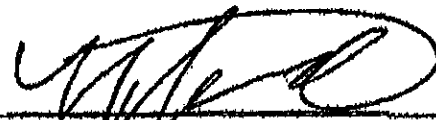
Robert Briglio, Esq.
115 Jackson Avenue
Huntington, New York 11743

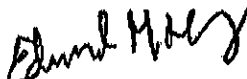
ORDERED this _____ day of _____, 2015.

AGREED AND CONSENTED TO:


Plaintiffs:


Lori Scharff


Michael Rodino


Edward Molloy
Individually and as President of LICB

Defendants:


Shila Shah-Gavmoudias
Commissioner of Nassau County DPW

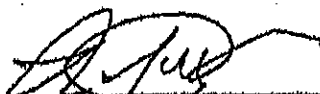

Ralph J. Reisman
Deputy Nassau County Attorney

EXHIBIT "A" TO CONSENT DECREE

**NINETEEN (19) INTERSECTIONS ALONG HEMPSTEAD AVENUE
AT WHICH PLAINTIFFS REQUEST "APS" (SUBJECT TO FEASIBILITY)**

- (1) Hempstead Avenue, Woodview Road;
- (2) Hempstead Avenue, Hempstead Gardens Drive;
- (3) Hempstead Avenue, Westminster Road/Woodfield Road;
- (4) Hempstead Avenue, Maplewood Street;
- (5) Hempstead Avenue, Lindberg Street/Poplar Street;
- (6) Hempstead Avenue, Chestnut Street/Coolidge Street;
- (7) Hempstead Avenue, McKinley Street;
- (8) Hempstead Avenue, S. Elm Street/Hebrew Academy of N.C.;
- (9) Hempstead Avenue, Maple Street/Johnsons Lane;
- (10) Hempstead Avenue, Eagle Avenue/Roller Rink;
- (11) Hempstead Avenue/Nassau Blvd.;
- (12) Hempstead Avenue, Cornwell Avenue;
- (13) Hempstead Avenue, Emerson Drive/Southern State Parkway;
- (14) Hempstead Avenue, Ocean Avenue/Morris Avenue;

(15) Hempstead Avenue, Francis Street/Nassau Avenue;

(16) Hempstead Avenue, Nottingham Road & Broadway/Utterby Road (2 pages);

(17) Hempstead Avenue, Park Blvd./Shopping Center; and

(18) Hempstead Avenue, Rider Avenue;

(19) Hempstead Avenue/Franklin Avenue/Hendrickson.

EXHIBIT "B"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
LORI SCHARFF, MICHAEL GODINO, EDWARD
MOLLOY AND LONG ISLAND COUNCIL OF THE
BLIND,

Plaintiffs,

10-CV-4208 (DRH)(AKT)

-against-

COUNTY OF NASSAU AND SHILA
SHAH-GAVNOUDIAS, COMMISSIONER
OF NASSAU COUNTY PUBLIC WORKS,
IN HER OFFICIAL CAPACITY,

**STIPULATION AND
ORDER OF DISMISSAL**

Defendants.

-----X
IT IS HEREBY STIPULATED, CONSENTED AND AGREED, by and between the undersigned, counsel for the parties in the within action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, that the above-entitled action is dismissed with prejudice, and without costs or attorneys fees to either party as against the other.

ROBERT BRIGLIO, ESQ.

CARNELL T. FOSKEY
Nassau County Attorney

Robert Briglio, Esq.
Attorney for Plaintiffs
115 Jackson Avenue
Huntington, NY 11743
Dated: _____ 2016

By: Ralph J. Reissman, Esq.
Attorneys for Defendants
One West Street
Mineola, New York 11501
Dated: _____, 2016

SO ORDERED:

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.

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.

Dated

6/26/17

Signature of Chief Executive Officer

Eugene Bourquin
Name of Chief Executive Officer

Sworn to before me this

26 day of June, 2017

Donald Duva
Notary Public
DONALD DUVA
Notary Public, State of New York
No. 01DU4860848
Qualified in Nassau County
Commission Expires June 30, 2019

IT IS HEREBY FURTHER ORDERED, that pursuant to the terms and conditions of the Consent Decree, the County shall pay all costs reasonably related to the performance of the Monitor's duties, including compensation of the Monitor, and

IT IS HEREBY FURTHER ORDERED, that the County shall enter into a contract to retain the services of DR. EUGENE A. BOURQUIN, as Monitor, for purposes of his overseeing implementation of the Consent Decree, and shall pay all costs reasonably related to the performance of the Monitor's duties, including compensation of the Monitor.

Dated: Central Islip, New York
July 15, 2016

SO ORDERED:

s/ Denis R. Hurley

HON. DENIS R. HURLEY
United States District Judge

2017 FEB 13 PM 2 05
NASSAU CO. ATTORNEY