

COUNTY OF ALBANY
REQUEST FOR QUOTES #2026-086
ALBANY COUNTY AFFORDABLE HOUSING INITIATIVE CONSULTANT SERVICES
COUNTY EXECUTIVE'S OFFICE

SECTION 1: PURPOSE:

- 1.1 The County of Albany is seeking quotes from qualified persons/ firms/ organizations to provide Affordable Housing Initiative Consultant Services.

SECTION 2: RECEIPT OF QUOTES:

- 2.1 Quotes must be received original form or by fax or email, by close of business (4:30 p.m.) on Wednesday, July 8, 2026, at the following address, fax number, or email address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207

Fax (518) 447-5588
Email: pamela.oneill@albanyny.gov

- 2.2 Albany County reserves the right to reject any or all quotes in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional quotes.
- 2.3 Submission of any quote indicates acceptance of the conditions contained in the RFQ, unless clearly and specifically noted otherwise in the quote.
- 2.4 Albany County may, at any time, by written notification to each vendor having obtained a copy of the RFQ through the Albany County Purchasing Division office, change any portion of the RFQ described and detailed herein.
- 2.5 Quotes and supporting documentation will be examined and evaluated by the Office of the County Executive and the Albany County Legislature.

SECTION 3: VENDOR QUALIFICATIONS:

3.1 Any vendor submitting a quote to provide services under this RFQ shall possess the following minimum qualifications:

- Demonstrated experience with housing laws, rules, financing, and regulations.
- Experience working with local/municipal level governments.
- Experience reviewing loan funding applications and the loan awarding process.

3.2 In addition, Albany County may make such investigations it deems necessary to determine the ability of the vendor to perform the work. The vendor shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any quote if the information submitted by, or investigation of, such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

SECTION 4: SCOPE OF SERVICES:

4.1 The vendor will provide consultation services for Albany County and the Advance Albany County Alliance to help establish rules and regulations regarding the disbursement of funding for the Albany County Affordable Housing Initiative (Local Law L of 2025 Attachment A) through the Albany County Revolving Loan Fund.

- The vendor will engage in discussions with representatives from Albany County and the Advance Albany County Alliance and provide financial and regulatory guidance regarding best practices to follow when disbursing County funding that has been allocated for the Albany County Revolving Loan Fund. The Advance Albany County Alliance and the Albany County Legislature will review the said best practices to develop the rules and regulations for this initiative.
- The vendor will work specifically with Albany County and the Advance Albany County Alliance in the creation of the rules and regulations that will help guide the Affordable Housing Committee as the Revolving Loan Fund is operationalized. The committee consists of two members appointed by the Chairperson of the Albany County Legislature, two members appointed by the Albany County Executive, and one member appointed by the Majority Leader of the Albany County Legislature.
- The quote should include the cost of consultation services.
- Rules and Regulations must be established by February 2027.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be six months.
- 5.2 The selected vendor shall execute a contract with the County of Albany in substantial conformance with this RFQ.
- 5.3 The successful Proposer shall execute a Consultant Professional Services Agreement with the County of Albany. See attached agreement.

SECTION 6: QUOTE SUBMISSIONS:

- 6.1 In order for the County to conduct a uniform review process of all quotes, quotes must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a quote because adherence to this format is critical for the County's evaluation process:

I: Vendor Identification

Give the name of the firm, address, telephone and facsimile numbers, contact person and email address.

II: Vendor Qualifications

- a. Provide a brief history and description of your firm.
- b. Include your firm's most recent annual report.
- c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses, and the location of the office from which each work.
- d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.
- e. Detail your firm's experience with municipal participation in regulatory and financial consulting related to affordable housing funding streams and revolving loan funds in particular.
- f. Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- g. Provide any additional information that would distinguish your firm in its service to Albany County.

III: Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the vendor's plan to carry out the requested service.

IV: Cost Proposal Section -

- a. Submit a cost proposal for the services described in this RFQ (if applicable:) and on the Cost Proposal Form included herein.
- b. Detail the fee structure for the work. Provide hourly rates and reimbursable costs if not included in the lump sum.
- c. Provide any other relevant information that will assist the County in evaluating your quote submission.

SECTION 7: QUOTE EVALUATION:

- 7.1 Quote submissions will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFQ.
- 7.2 Quote submissions received will be evaluated by the Albany County Legislature and the Albany County Executive’s Office based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Overall proposal quality	40%
Familiarity with Albany County or similar local governments	10%
Experience, qualifications, and resumes	25%
Cost Proposal	25%
Totaling	100%

SECTION 8: INDEMNIFICATION:

- 8.1 The successful vendor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful vendor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this Request for Quotes must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill
 Albany County Purchasing Agent
 112 State Street, Room 820
 Albany, NY 12207
 (518) 447-7140 (Telephone)

(518) 447-5588 (Fax)
E-mail: pamela.oneill@albanycountyny.gov

9.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the RFQ documents. Questions received less than four (4) days prior to the quote submission deadline will not be answered. Only questions answered by formal written Addenda will be binding.

SECTION 10: INSURANCE AND SECURITY REQUIREMENTS:

10.1 The successful vendor will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

(d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

10.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and

continued in force unless Albany County is given at least thirty (30) days' written notice to the contrary.

10.3 No work shall be commenced under the contract until the successful vendor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful vendor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful vendor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful vendor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful vendor to procure and maintain any required insurance, shall not relieve the successful vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful vendor concerning indemnification.

SECTION 11: REMEDY FOR BREACH:

11.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 12: SECTION NOT IN USE

SECTION 13: INTERPRETATION

13.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFQ, and/or, the Agreement (between the County and the successful vendor) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFQ; 3) the Contractor's proposal or bid.

REQUEST FOR QUOTE #2026-086
Albany County Affordable Housing Initiative Consultant Services

QUOTE FORM

THIS QUOTE IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Vendor proposes and agrees, if this Quote is accepted, to enter into a Contract with the owner to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Vendor accepts all of the terms and conditions of the Request for Quotes. This Quote may remain open for ninety (90) days after due date.
3. In submitting this Quote, Vendor represents, as more fully set forth in this Request for Quote, that:

- (a) Vendor has examined copies of all the Request for Quote Documents and of the following addenda: (If none, so state)

Date	Number
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(receipt of all of which is hereby acknowledges).

- (b) Vendor has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Vendor deems necessary.
- (c) This Quote is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham Quote; Vendor has not solicited or induced any person,

firm or a corporation to refrain from bidding; and Vendor has not sought by collusion to obtain for himself any advantage over any other Vendor or over the owner.

4. Vendor will complete the Work for the following prices(s): (Attach Quote)
5. Vendor agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Vendor agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. Communication concerning this Quote shall be addressed to:

Phone: _____

7. Terms used in this Request for Quote have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

**REQUEST FOR QUOTE #2026-086
Albany County Affordable Housing Initiative Consultant Services**

QUOTE FORM

**LUMP SUM PRICE, INCLUDING INSTALLATION AND ALL ASSOCIATED PARTS
AND SERVICES:**

\$ _____

VENDOR: _____

**FEDERAL EMPLOYER
IDENTIFICATION NUMBER:** _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

SIGNATURE _____

DATE: _____

ATTACHMENT A

LOCAL LAW L OF 2025

ESTABLISHING THE ALBANY COUNTY AFFORDABLE HOUSING INITIATIVES PLAN

Introduced: 11/10/25

By: Cunningham, Willingham, Domalewicz, R. Joyce, Reidy, Pedo

BE IT ENACTED by the County Legislature of the County of Albany as follows:

Section 1. Title

This Local Law shall be known as the “Affordable Housing Initiatives Act.”

Section 2. Declaration of Legislative Findings & Intent

Affordable Housing is one of the most significant challenges throughout New York State, and Albany County is no different. The long-standing guideline when it comes to budgeting for housing is that people should pay no more than thirty percent (30%) of the area's median income for housing. But nearly half (41%) of Albany County renters are spending over 30% of their income on housing. Annually, renters' purchasing power fails to keep up with increasing rents. From 2022 to 2023, renters' wages increased by an average of 3.3%, while apartment rents increased by an average of 8.8%. As rents and housing prices continue to rise, this crisis persists.

Throughout Albany County, Affordable Housing development faces substantial challenges. Interested developers struggle to secure the necessary investment to rehabilitate or construct Affordable Housing in the urban and rural areas where housing is most needed. Decades of residential flight, neglect, and blight have created a financing environment where predevelopment funding for architectural or engineering needs and support for contractors or developers is nearly nonexistent, exacerbating this crisis.

To address this issue directly, the Albany County Legislature has introduced Local Law G of 2025, which declares the development of Affordable Housing a public purpose for the County of Albany. Local Law L of 2025 tasks the County with: 1) the creation of an Affordable Housing Committee empowered to address Affordable Housing matters; 2) the development of a Revolving Loan Fund for financial support for developers to create additional Affordable Housing; 3) the undertaking and creation of Support Services for developers to expand Affordable Housing in Albany County; and 4) funding provisions for all of these activities.

The Albany County Legislature intends for this Local Law to establish the parameters of the Affordable Housing Committee (the Committee), including the

Affordable Housing Initiatives that can be created and the measures provided for financing these initiatives.

Section 3. Definitions

- a. Advance Albany County Alliance Local Development Corporation (Alliance): The County of Albany's local development corporation dedicated to business development and growth, retaining and attracting jobs, and promoting Albany County.
- b. Affordable Housing: Shall be generally defined as housing in which the occupant is paying no more than thirty percent (30%) of their gross income for housing costs, including utilities, for persons or families deemed to be eligible or eligible to be deemed to be of extremely low, very low, low, or moderate income by any federal or state housing program. Nothing in the definition shall prevent the County from funding housing services either above or below this affordability level when such funding is in keeping with federal or state programs providing housing assistance or where any income-restricted housing, whether intended for rental or homeownership, is subject to a regulatory agreement with a local, state, or governmental entity.
- c. Affordable Housing Committee: A special committee of the County of Albany's local development corporation, the Advance Albany County Alliance. This committee will be tasked with creating, developing, and administering the County's Affordable Housing Initiatives.
- d. Affordable Housing Initiatives: Loans and/ or support programs developed or run by the Affordable Housing Committee that are designed for the purpose of expanding the supply and/or occupancy of Affordable Housing in Albany County.
- e. Housing Accommodation: Shall be defined as any building, structure, or portion thereof that is occupied as or intended for occupancy as a residency by one or more families and any vacant land that is offered for sale or lease for construction thereon of any building, structure, or portion thereof intended to be so occupied.
- f. Housing: Shall be defined as and include all Housing Accommodations as herein described.
- g. Revolving Loan Fund: A pool of capital designed to fill market gaps and catalyze projects. As loans from this pool of capital are repaid, the funds will be reinvested, creating a continual source of capital for Affordable Housing development.

- h. Support Services: The provision of advisory, supplemental, or educational services to developers and partners to aid in the development, expansion, occupancy, and supply of Affordable Housing.

Section 4. Affordable Housing Development Plan

- a. The Albany County Legislature hereby establishes the Affordable Housing Committee, to be tasked with the creation, development, and administration of the Affordable Housing Initiatives throughout Albany County (the “AHI Plan”). The AHI Plan aims to address the Affordable Housing crisis in Albany County by supporting and developing Affordable Housing and support services, enabling developers to expand the supply of Affordable Housing throughout Albany County. The AHI Plan shall achieve the goal of increasing Affordable Housing through any and all available means, including the construction of new Affordable Housing units, the conversion of existing housing stock into Affordable Housing units, and the repurposing or rehabilitation of existing buildings to provide for the Affordable Housing units.
- b. The primary goals of the AHI Plan include, but are not limited to:
 - i. The creation and administration of an Albany County Revolving Loan Fund;
 - ii. The development and promulgation of an application, evaluation process, loan parameters, and award procedures for the Albany County Revolving Loan Fund;
 - iii. The development and promulgation of rules and regulations for all other Affordable Housing Initiatives;
 - iv. The development of efficacy metrics to determine [to] the effectiveness of all Affordable Housing Initiatives; and
 - v. The annual reporting of these activities to the Albany County Legislature.

Section 5. Affordable Housing Committee Creation, Members, Duties

- a. Within one hundred and eighty (180) calendar days of January 1st, 2026, and every year thereafter, the Chief Executive Officer of the Advance Albany

County Alliance shall convene the Affordable Housing Committee to carry out the establishment and administration of the AHI Plan.

- b. The Affordable Housing Committee shall consist of individuals chosen for their experience, success, and expertise in the banking, finance, construction, legal, and/or housing development fields. The Committee shall consist of five (5) members, none of whom shall be members of the Albany County Legislature, and shall be appointed as follows:
 - i. Two (2) Committee members shall be appointed by the Chairperson of the Albany County Legislature;
 - ii. Two (2) Committee members shall be appointed by the Albany County Executive; and
 - iii. One (1) Committee member shall be appointed by the Majority Leader of the Albany County Legislature.
- c. The Chairperson of the Albany County Legislature or their designee shall serve in an ex officio, nonvoting capacity on all decisions related to the Affordable Housing Initiatives.
- d. The Albany County Executive or their designee shall serve in an ex officio, nonvoting capacity on all decisions related to the Affordable Housing Initiatives.
- e. The members of the Affordable Housing Committee shall be appointed for a term of three (3) years, except as indicated below, with each three-year term beginning on January 1st. Terms for the inaugural Board of Directors shall be as follows:
 - i. Two (2) members of the inaugural Affordable Housing Committee, one (1) chosen by the County Executive, and one (1) selected by the Chairperson of the Albany County Legislature, shall serve an inaugural term of three (3) years, from January 1, 2026, to December 31, 2029;
 - ii. Two (2) members of the inaugural Affordable Housing Committee, one chosen (1) by the County Executive, and one (1) selected by the Majority Leader of the Albany County Legislature, shall serve an inaugural term of two (2) years, from January 1, 2026, to December 31, 2028; and

- iii. One (1) member of the inaugural Affordable Housing Committee, chosen by the Chairperson of the Albany County Legislature, shall serve an inaugural term of one (1) year, from January 1, 2026, to December 31, 2027.
- f. At all meetings of the Affordable Housing Committee, a majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided by law or this document, at any meeting of the Committee at which a quorum is present, the vote of a majority of the Committee members present at the time of the vote shall be an act of the Committee.
- g. The Affordable Housing Committee shall appoint a Chairperson from its membership to serve for a term not to exceed two (2) years. The duties of the Chairperson shall include calling and conducting meetings of the Affordable Housing Committee on at least a bimonthly basis.
- h. Any Committee member may be removed, for cause, by a vote of a majority of the entire committee at any special meeting of the Committee for that purpose.
- i. Committee members who miss three (3) consecutive scheduled meetings may be removed by the appointing authority. Such a member may be reinstated by a unanimous vote of the entire Committee for good cause shown.
- j. When a vacancy occurs in the membership of the Committee, the vacancy shall, within sixty (60) days, be filled for the unexpired term in the same manner as the original appointment. Any person appointed to fill a vacancy on the Affordable Housing Committee shall meet all qualifications provided in subsection (b).
- k. The Committee shall, on an annual basis:
 - i. Develop and promulgate an application process that Affordable Housing developers can readily access and utilize. The application shall be publicly distributed and made available on the Albany County website and the Advance Albany County Alliance website. Each yearly application shall also be provided to the Clerk of the Albany County Legislature, the County Executive, the Chairperson of the Albany County Legislature, and all relevant government officials so that it may be widely distributed;

- ii. Perform all functions and duties granted to it under Section 1 of the New York State Not for Profit Corporation Law, Local Law L of 2025, the AHI Plan, and all operating procedures;
 - iii. Develop and promulgate the process for the submission of applications, including determining the type of loan programs supplied by the Revolving Loan Fund and/or Support Services offered, deadlines, and other applicable procedures related to all applications, in accordance with Local Law L of 2025 and the AHI Plan;
 - iv. Accept and review applications from eligible housing developers and/or contractors. This review process shall be consistent with the goals set out in Local Law L of 2025;
 - v. Determine what Support Services are needed to improve the viability of Affordable Housing development and promulgate and administrate parameters for such Support Services as to address those needs; and
 - vi. Make final decisions as to which loan applications shall be approved and provide the loans, financial assistance, and/or Support Services as indicated by Local Law L for 2025 and distribute them as such.
- l. In furtherance of establishing and expanding Affordable Housing availability in the County, the Chief Executive Officer of the Alliance is further authorized to take any and all steps necessary and required to collaborate with local development agencies that are already establishing and operating in the county to expand Affordable Housing services to support the goals noted above. This support is limited to the provision of the Affordable Housing Initiatives as established in the AHI Plan and defined in this Local Law.
- m. No later than February 28, 2027 the Committee shall promulgate and implement rules and regulations as appropriate and authorized by this section that are necessary and required to establish the AHI Plan. The Chief Executive Officer of the Alliance is authorized to work in collaboration and consultation with the leadership of the Albany County Legislature, County Executive, County Comptroller, Commissioner of the Department of Management and Budget, the Albany County Attorney, and/or their representatives as deemed necessary and appropriate to implement the purposes of this Local Law. The Albany County Legislature shall approve the final AHI Plan upon its submission by the Chief Executive Officer of the Alliance.
- n. The Albany County Legislature and/or the Albany County Executive may inspect the records and documents related to the AHI Plan upon the

submission of a written request to the Chief Executive Officer of the Alliance. Once a correctly submitted written request is filed, the Chief Executive Officer of the Alliance and/or the County Executive must respond within thirty (30) days to such a request.

- o. The Committee is hereby authorized to exercise all powers granted to it pursuant to Article 11, §§1101 and 1102 of the Albany County Charter to establish, develop, and administrate the AHI Plan and encourage related Affordable Housing development as established by this Local Law. The Committee shall be encouraged to work collaboratively with the Albany County Legislature, the County Executive, and the Chief Executive Officer of the Alliance in developing the AHI Plan.
- p. The Alliance shall be responsible for providing all administrative services necessary to assist the Committee in establishing, developing, and administering the AHI Plan.

Section 6. Initial Funding and Annual Budgetary Appropriation(s)

- a. The Affordable Housing Committee shall be funded by an initial investment of one million, six hundred thousand dollars (\$1,600,000.00) already appropriated for this purpose.
- b. On an annual basis, the Commissioner of the Department of Management and Budget shall incorporate into the County's yearly budget proposal an appropriation to support the Affordable Housing Initiatives. This funding shall be based upon a percentage of the County's undesignated, unappropriated fund balance for the fiscal year under the following parameters:
 - i. When undesignated, unappropriated fund balance reaches between 10% and 14.0% of the operating budget appropriations, excluding interfund transfers, 0.75% of the undesignated, unappropriated fund balance shall be appropriated for the Affordable Housing Committee;
 - ii. When undesignated, unappropriated fund balance reaches between 14.1% and 15% of the operating budget appropriations, excluding interfund transfers, 1.025% of the undesignated, unappropriated fund balance shall be appropriated for the Affordable Housing Committee;
 - iii. When undesignated, unappropriated fund balance reaches between 15.1% and 17.5% of the operating budget appropriations, excluding interfund transfers, 1.25% of the undesignated, unappropriated fund balance shall be appropriated for the Affordable Housing Committee;

- iv. When undesignated, unappropriated fund balance reaches 17.5% or more of the operating budget appropriations, excluding interfund transfers, 1.475% of the undesignated, unappropriated fund balance shall be appropriated for the Affordable Housing Committee; and
- v. There shall be no contribution for the Affordable Housing Committee for any fiscal year in which the undesignated, unappropriated fund balance falls below 10% of the operating budget appropriations, excluding interfund transfers.
- c. If the amount of County-designated funds provided through subsection (b) held by the Affordable Housing Committee reaches seven million dollars (\$7,000,000) or more, the appropriation provisions provided in subsection (b) shall be suspended. In the place of the original appropriation percentages, the Commissioner of Management and Budget shall incorporate into the County's yearly budget proposal an appropriation to support the Affordable Housing Initiatives, which shall be 0.75% of the County's undesignated, unappropriated fund balance for the fiscal year. The appropriation outlined in this subsection shall continue until either:
 - i. The amount of County-designated funds held by the Affordable Housing Committee through this Section decreases to five million dollars (\$5,000,000) or less, upon which the appropriations provisions provided under subsection (b) shall be reinstated; or
 - ii. The Affordable Housing Committee has been established and appropriated for ten (10) years by the Commissioner of Management and Budget, upon which time, the appropriation provisions of subsection (c) shall expire and the provisions of subsection (b) become permanent.
- d. To enable the Legislature to re-evaluate the performance of the Affordable Housing Initiatives and to assess continued housing needs in Albany County, all appropriation provisions expressed in this Section shall expire on December 31, 2036.

Section 7. Loan Administration

- a) Applications to the Revolving Loan Fund shall be accepted on a rolling basis throughout each calendar year. These applications will be reviewed by Alliance staff, consistent with the AHI Plan, and shall then be submitted to the Affordable Housing Committee for approval.

- b) The Affordable Housing Committee shall promulgate an application review process that shall evaluate proposals based upon the equal consideration of the following criteria: 1) the resulting increase in Affordable Housing in Albany County; 2) project viability; 3) the development of Affordable Housing throughout all areas of the County; and/or 4) the level of investment by the applicant.
- c) All loan applications must demonstrate a minimum 5:1 private sector investment match (i.e., a project awarded \$100,000 must include at least \$500,000 in private sector investment). Successful applicants must be able to clearly state how the proposed project is aligned with Albany County's public purpose to provide Affordable Housing via the AHI Plan and Local Law L of 2025. The Affordable Housing Committee established above shall enter into a loan agreement with the appropriated funds to a successful applicant.
- d) The Affordable Housing Committee is empowered to promulgate additional regulations related to the evaluation and administration of these loans that they deem necessary or appropriate, including provisions related to the recapture of loan funds spent contrary to the AHI Plan's purposes.

Section 8. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 9. SEQRA Determination

This County Legislature determines that this Local Law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA) and that no further action under SEQRA is required.

Section 10. Effective Date

This Local Law shall take effect immediately upon its filing with the Secretary of State.

Sample Contract

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Contract No. \${contract.contract_no}.contract.contract_no}

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (the "Consultant"). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with \${contract.synopsis_of_program}.contract.synopsis_of_program; and

WHEREAS, the Consultant agrees to provide such professional services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant agrees to perform the Work beginning \${Start Date Long}.contract.start_date.strftime("%B %e, %Y")} and ending \${End Date Long}.contract.end_date.strftime("%B %e, %Y").

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Consultant, and Consultant agrees to accept, an amount not to exceed \${contract.contract_ceiling}.contract.contract_ceiling. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Consultant shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Consultant. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Consultant further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Consultant makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Consultant represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Consultant further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Consultant and each person signing on behalf of Consultant represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Consultant without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Consultant have not been knowingly disclosed by Consultant prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Consultant to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Consultant (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Consultant shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Consultant and the Consultant shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Consultant to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Consultant, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept

such assignment.

ARTICLE 10. BOOKS AND RECORDS

Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Consultant shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Consultant shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Consultant shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Consultant covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Consultant, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Consultant shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Consultant shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer or equivalent.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
 - The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using

endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

- III. Consultant agrees to indemnify the County for any applicable deductibles.
IV. Required Insurance (unless otherwise provided in RFB/RFP):

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

Automobile Liability

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

Excess/Umbrella Insurance

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

Owners/Contractors Protective Insurance (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

*** Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

- V. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Consultant.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Consultant, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether

occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Consultant assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Consultant, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Consultant as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Consultant agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Consultant effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon Consultant becoming insolvent.

Upon termination of this Agreement, Consultant shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Consultant pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Consultant shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Consultant or its assignees of the final payment under this Agreement, whether by Consultant's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Consultant arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Consultant (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Consultant shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Consultant hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax- Exempt Certificate will be executed upon Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Consultant has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Consultant shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. Consultant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- C. **Drug-Free Workplace (Consultants other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. Consultant will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Consultant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
 - b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).
3. **Drug-Free Workplace (Consultants who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the Agreement, Consultant certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Consultant will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR PROVISIONS [For Public Work Contracts Only]

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Consultant shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Consultant, for itself, its assignees, and successors in interest agree as follows:

1. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Consultant, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Consultant shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C.

§§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 33. COOPERATION

Consultant shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Consultant to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [For Public Work Contracts Only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES

If the Consultant is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.
2. The Consultant shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.