

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND BOND, SCHOENECK & KING, PLLC  
FOR LEGAL CONSULTATION AND REPRESENTATION

Contract No. 2024-1704

This is an Agreement made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Bond, Schoeneck & King, PLLC, whose principal place of business is located at 22 Corporate Woods Boulevard, Suite 501, Albany, New York 12211 (hereinafter called the "Contractor," and, together with the County, may be referred to individually as a "[p]arty" or collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the County is in need of legal counsel to assist the County Attorney with respect to the rendering of an opinion where the County Attorney is recused; (hereinafter "the Matter"); and,

WHEREAS, the Contractor has agreed to assist the County Attorney with regard to the rendering of an opinion; and,

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1: SERVICES TO BE PERFORMED/ SCOPE OF SERVICES

The Contractor will provide legal services on behalf of the County Attorney in connection with the rendering of a legal opinion requested by the Commissioner of Human Resources regarding certain grant payments issued to the Albany County District Attorney and staff, and any ancillary matters pertaining thereto. The Contractor is providing this service on behalf of the County Attorney due to conflict.

ARTICLE 2: AVAILABLE DATA

All technical or other data relative to the work shall be shared by the Parties as necessary without expense.

### ARTICLE 3: EXTRA WORK

If the Contractor is of the opinion that any service it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide additional compensation to Contractor on a negotiated basis for work authorized by the County and performed.

### ARTICLE 4: COOPERATION

The Parties shall cooperate with each other, their respective employees, agents, and officers to the end that the services described here may proceed expeditiously and economically.

### ARTICLE 5: FEES

5.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETEEN THOUSAND, NINE HUNDRED AND NINETY-NINE AND 00/100 DOLLARS (\$19,999.00) as compensation for all services rendered under this Agreement.

5.2 This Agreement may be amended upon consent of the parties hereto and with the authorization of the County. In the event that an amendment to this Agreement is not authorized, the parties hereto agree that this Agreement will immediately terminate. Upon termination of this Agreement, the Contractor will be compensated for all services performed up to the date of termination and will have no further responsibility under this Agreement.

5.3 The prices set forth regarding hourly rates of personnel are as follows:

|             |              |
|-------------|--------------|
| Sr. Partner | \$400.00/hr. |
| Member      | \$400.00/hr. |
| Associate   | \$275.00/hr. |
| Paralegal   | \$190.00/hr. |

### ARTICLE 6: PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

### ARTICLE 7: ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final

audit by the County upon reasonable request and shall be accessible to the County for a period of six (6) years following the date of final payment.

#### ARTICLE 8: ASSIGNMENT

Pursuant to Sec. 109 of the NYS General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of Contractor's right, title, or interest herein, without prior written consent of the County.

#### ARTICLE 9: OWNERSHIP OF MATERIALS

All records, forms, reports, statistics, and materials created, purchased, or maintained by Contractor shall be and remain property of the County, subject to all pertinent confidentiality provisions of law and regulation.

#### ARTICLE 10: RELATIONSHIP

The Contractor is, and shall function as, an independent Contractor under the terms of this Agreement. The Contractor shall not be considered an agent or employee of the County of Albany for any purpose. The Contractor's employees and agents, if any, shall not in any manner be, or be held out to be, agents or employees of the County.

#### ARTICLE 11: INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

#### ARTICLE 12: INSURANCE

The Contractor shall procure and maintain, without expense to the County, until final acceptance by the County of the services covered under this Agreement, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof in its entirety. Before commencing any work covered under this Agreement, Contractor shall furnish the County a certificate(s) showing that the requirements of this article are met. The certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice is received by the County in that regard. The "County of Albany" shall be named as an additional insured on all certificates.

#### ARTICLE 13: NON-APPROPRIATION

This Agreement is executory only to the extent of the money received by the County of Albany for purposes of this Agreement, if any and no liability on account of this Agreement shall

be incurred by the County of Albany beyond the funds available to the County of Albany for such purposes.

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 of Albany for payment of this Agreement. The County shall immediately notify the Contractor 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 Albany of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### ARTICLE 14: NON-DISCRIMINATION

In accordance with NYS Executive Law, Art. 15 (Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, national origin, age, gender, sexual orientation or disability, discriminate in hiring against any person who is qualified and available to perform work under this Agreement or discriminate against or intimidate any employee hired for the performance of the work contemplated under this Agreement.

#### ARTICLE 15: TERM AND TERMINATION

The term of the Agreement shall commence upon execution and shall continue in effect until the conclusion of the Matter.

#### ARTICLE 16: INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

#### ARTICLE 17: LICENSES

The Contractor, its employees, representatives, and agents, if any, shall at all times obtain and maintain licenses to practice law in the State of New York or other relevant regulating authority to perform the services required under this Agreement.

#### ARTICLE 18: MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the Parties.

#### ARTICLE 19: GOVERNING LAW

This Agreement shall be construed for all purposes under the laws of New York State.



## ARTICLE 20: NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt requested to:

The Contractor:  
Bond, Schoeneck & King, PLLC  
Attn: Matthew Young, Esq.  
22 Corporate Woods Boulevard, Suite 501  
Albany, New York, 12211

The County:  
Albany County Attorney  
112 State Street  
Albany, New York 12207

## ARTICLE 21: AUDITS

The County shall have the right to perform both “pre” and “post” audits of the Contractor’s records relating to the Contractor’s billings under this Agreement. The Contractor’s records shall be available for inspection at such places and times as may be agreed between the Parties. The Contractor shall retain all financial records pertaining to this Agreement for a period of six (6) years after the Contractor’s complete performance.

## ARTICLE 22: MACBRIDE PRINCIPLES

The Contractor represents that the Contractor is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 of 1993, in that the Contractor 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 compliance with such principles. In the event of a violation of this stipulation, the County of Albany reserves all rights to take remedial measures authorized under Sec. 4 of Local Law No. 3 of 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

## ARTICLE 23: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the County of Albany all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County of Albany to procure a substitute Contractor to satisfactorily complete the contract work, together with the County of Albany’s costs incurred in procuring a substitute Contractor.

#### ARTICLE 24: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

- (a) 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
- (b) 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 25: CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.


#### ARTICLE 26: ENTIRE AGREEMENT

This Agreement represents the sole and entire contract between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations, as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Agreement, and that neither Party has relied on such prior statements or representations in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 2/29/24

BY:   
Daniel P. McCoy  
Albany County Executive  
or  
Michael P. McLaughlin  
Deputy County Executive

BOND, SCHOENECK & KING, PLLC

DATED: 2/27/24

BY:   


STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the 29th day of February, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public  
EUGENIA K. CONDON  
Notary Public, State of New York  
Registration No: 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2026

STATE OF NEW YORK )  
COUNTY OF albaney ) SS.:

On the 27<sup>th</sup> day of February, 2024, before me, the undersigned, personally appeared Matthew Young, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

TINA M. KOONZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 4888345  
Qualified in Rensselaer County  
My Commission Expires March 30, 2027



## SCHEDULE A

### INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies 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.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

| Liability For:  | Combined Single Limit |
|-----------------|-----------------------|
| Property Damage | \$1,000,000.00        |
| Bodily Injury   | \$1,000,000.00        |
| Personal Injury | \$1,000,000.00        |

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.