

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: NOVEMBER 13, 2022

THE COUNTY OF ALBANY

AND

THE COUNTY OF RENSSELAER

AND

THE COUNTY OF SARATOGA

AND

THE COUNTY OF SCHENECTADY

MUNICIPAL COOPERATION AGREEMENT

DATED AS OF _____ 1, 2022

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MUNICIPAL COOPERATION AGREEMENT

THIS MUNICIPAL COOPERATION AGREEMENT (this "Agreement") dated as of _____ 1, 2022 by and among the COUNTY OF ALBANY ("Albany"), having an office at the Albany County Office Building, 112 State Street, Albany, New York 12207, the COUNTY OF RENSSELAER ("Rensselaer"), having an office at the County Office Building, 1600 Seventh Avenue, Troy, New York 12180, the COUNTY OF SARATOGA ("Saratoga"), having an office at the Saratoga County Municipal Center, 40 McMaster Street, Ballston Spa, New York 12020, and the COUNTY OF SCHENECTADY ("Schenectady"), having an office at the County Office Building, 620 State Street, Schenectady, New York 12307.

WITNESSETH:

WHEREAS, each of Albany, Rensselaer, Saratoga and Schenectady (collectively, the "Counties") has recognized the need for access in the Capital District to a secure juvenile detention facility for juveniles; and

WHEREAS, the Counties previously determined that acquisition, construction and equipping of such a facility in the Capital District would be efficient if financed, constructed and operated on a joint and regional basis (the "Original Project"); and

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations to perform their functions, duties and powers on a cooperative basis with other municipal corporations pursuant to municipal cooperation agreements; and

WHEREAS, pursuant to the terms of a municipal cooperation agreement dated as of February 1, 1997 by and among the Counties (the "Original Municipal Cooperation Agreement") the Counties agreed, among other things, (A) to form the CAPITAL DISTRICT YOUTH CENTER, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York (the "CDYCI"); (B) to cause the CDYCI to issue its Lease Revenue Bonds (Regional Juvenile Secure Detention Center Project - Letter of Credit Secured), Series 1997A in the aggregate principal amount of \$3,070,000 and Variable Rate Demand Notes (Regional Juvenile Secure Detention Center Project - Letter of Credit Secured), Series 1997B in the aggregate principal amount of \$2,000,000 (hereinafter collectively referred to as the "Initial Bonds") and any Additional Bonds (as hereinafter defined, and collectively with the Initial Bonds, the "Bonds") for the purpose of financing the costs of a project (the "Project") to be undertaken by the CDYCI consisting of (1) (a) the acquisition from Albany of a leasehold interest in an approximately 4.5 acre parcel of land (the "Land") located adjacent to the Albany County Correctional Facility in the Town of Colonie, Albany County, New York, (b) the construction thereon by the CDYCI of certain improvements (the "Facility") and (c) the acquisition and installation therein and thereon by the CDYCI of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to constitute a regional juvenile secure detention facility, (2) the lease of the Project Facility by the CDYCI to the Counties, and (3) the financing of the cost of the foregoing through the issuance by the CDYCI of the Initial Bonds; and (C) to each enter into a lease agreement with the CDYCI; and

WHEREAS, pursuant to the terms of a ground lease dated as of February 1, 1997 (the "Ground Lease") by and between Albany, as landlord, and the CDYCI, as tenant, the CDYCI leased the Land from Albany County for a term equal to five (5) years in excess of the term of the Initial Bonds; and

WHEREAS, to provide a source of repayment for the Initial Bonds, the Project Facility was leased by the CDYCI to (A) Albany pursuant to a lease agreement dated as of February 1, 1997 (the “Albany Lease”), (B) Rensselaer pursuant to a lease agreement dated as of February 1, 1997 (the “Rensselaer Lease”), (C) Saratoga pursuant to a lease agreement dated as of February 1, 1997 (the “Saratoga Lease”) and (D) Schenectady pursuant to a lease agreement dated as of February 1, 1997 (the “Schenectady Lease”) (the Albany Lease, the Rensselaer Lease, the Saratoga Lease and the Schenectady Lease are hereinafter collectively referred to as the “Leases”); and

WHEREAS, on February 10, 2017, the 1997 Bonds were discharged and pursuant to Section 4.4 of a municipal cooperation agreement dated as of February 1, 1997 by and among the Counties (the “1997 Municipal Cooperation Agreement”), fee title to the Detention Facility was conveyed by CDYCI to Albany without consideration and all leases, including the Ground Lease, management contracts and other encumbrances automatically terminated on the date of such discharge; and

WHEREAS, notwithstanding the automatic transfer of title in the Project Facility to Albany, the Counties desired to maintain CDYCI’s role in the administration, management and operation of the Project Facility on behalf of the Counties in accordance with Article 5-G of the General Municipal Law of the State of New York (the “GML”) and Section 218-a of the County Law of the State of New York (the “County Law”); and

WHEREAS, following the automatic transfer of title in the Project Facility to Albany, Albany and CDYCI entered into a series of leases to provide for the leasing of the Project Facility to CDYCI (collectively, the “Prior Leases”); and

WHEREAS, the Prior Leases have been superseded and replaced by a single lease dated as of January 1, 2020 (the “Lease Agreement”) by and between Albany and CDYCI; and

WHEREAS, pursuant to a first amendment to lease dated as of July 1, 2022 (the “First Amendment to Lease”) by and between Albany and CDYCI, the Lease Agreement has been amended to extend the term of the Lease Agreement to December 31, 2039; and

WHEREAS, by Resolution No. 356 for 2022, this Honorable Body authorized the Albany County Executive (the “County Executive”) to execute and deliver a second amendment to lease (the “Second Amendment to Lease”) by and between Albany and CDYCI to extend the term of the Lease Agreement for a term commencing January 1, 2020 and ending December 31, 2044; and

WHEREAS, pursuant to Part WWW of the State Fiscal Plan for Fiscal Year 2017-2018 (the “Raise the Age Legislation”), as amended, the State of New York has recognized the need for secure juvenile detention facilities and the financing of improvements to such facilities; and

WHEREAS, pursuant to the Raise the Age Legislation, the Counties have recognized the need for the reconstruction and renovation of the Project Facility (the “Project”); and

WHEREAS, Albany has requested the Dormitory Authority of the State of New York, a body corporate and politic constituting a public benefit corporation, established and existing under and by virtue of the laws of the State of New York (the “Authority”) to finance the Project by the issuance of its Series of Raise the Age Revenue Bond Financing Program Revenue Bonds (the “Bonds”), and to make the proceeds

of the Bonds available to Albany pursuant to a financing agreement dated as of _____ 1, 2022 by and between Albany and the Authority (the “Financing Agreement”); and

WHEREAS, Albany desires to agree to receive the proceeds of the Bonds and to be solely responsible for the repayment to the Authority of the Bonds upon the terms and conditions set forth in the Financing Agreement; and

WHEREAS, the Counties wish to provide in this Agreement for the sharing of the cost of repayment to be made by Albany to the Authority, and for certain other matters relating thereto;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROJECT AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Albany” means the County of Albany, New York.

“CDYCI” means the New York not-for-profit corporation organized pursuant to the Original Municipal Cooperation Agreement and its successors and assigns.

“County” means any of Albany, Rensselaer, Saratoga and Schenectady.

“Code” means the Internal Revenue Code of 1986, as amended, and in full force and effect on the date hereof.

“Defaulting County” means any of Albany, Rensselaer, Saratoga, or Schenectady, or a combination of all of them, which commits an Event of Default under Section 4.1 of this Agreement.

“Facility” means a regional juvenile secure detention facility for juveniles certified by the Office of Children and Family Services in conjunction with the State Commission of Correction as a specialized secure detention facility pursuant to the Raise the Age Legislation.

“Governmental Authority” means the United States of America, the State, any political subdivision thereof, any other state and any agency, department, commission, board, bureau or instrumentality of any of them.

“Indebtedness” means the bonds, notes or other evidence of indebtedness issued by the Authority.

“Rensselaer” means the County of Rensselaer, New York.

“Saratoga” means the County of Saratoga, New York.

“Schenectady” means the County of Schenectady, New York.

“State” means the State of New York.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) The terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar terms as used in this Loan Agreement, refer to this Loan Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Agreement.

(B) Words of masculine gender shall mean and include correlative words of feminine and neuter genders.

(C) Words importing the singular number shall mean and include the plural number, and vice versa.

(D) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(E) Any certificates, letters or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES. Albany hereby represents and warrants to each of the other Counties that:

(A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Albany has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Albany and constitutes the legal, valid and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made.

(E) Albany has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending, or, to Albany's best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.2. RENSSELAER REPRESENTATIONS AND WARRANTIES. Rensselaer hereby represents and warrants to each of the other Counties that:

(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding

obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made.

(E) Rensselaer has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.3. SARATOGA REPRESENTATIONS AND WARRANTIES. Saratoga hereby represents and warrants to each of the other Counties that:

(A) Saratoga is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Saratoga has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Saratoga and constitutes the legal, valid and binding obligation of Saratoga, enforceable against Saratoga in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Saratoga of this Agreement nor the performance by Saratoga of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Saratoga, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Saratoga is a party or by which Saratoga or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery by Saratoga of this Agreement, except such as have been duly obtained or made.

(E) Saratoga has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by Saratoga of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending, or, to Saratoga's best knowledge, threatened against Saratoga wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Saratoga in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Saratoga of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.4. SCHENECTADY REPRESENTATIONS AND WARRANTIES. Schenectady hereby represents and warrants to each of the other Counties that:

(A) Schenectady is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Schenectady has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Schenectady and constitutes the legal, valid and binding obligation of Schenectady, enforceable against Schenectady in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Schenectady of this Agreement nor the performance by Schenectady of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Schenectady, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Schenectady is a party or by which Schenectady or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery by Schenectady of this Agreement, except such as have been duly obtained or made.

(E) Schenectady has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by Schenectady of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending, or, to Schenectady's best knowledge, threatened against Schenectady wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Schenectady in

connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Schenectady of its obligations hereunder or under any such other agreement or instrument.

ARTICLE III

FINANCING OF PROJECT

SECTION 3.1. ACCEPTANCE OF INDEBTEDNESS. Albany hereby agrees (a) to accept the proceeds of the Bonds and (b) to accept and repay the Indebtedness in an aggregate principal amount of up to the Principal Amount at a net interest cost not to exceed the Maximum Rate (as such terms are defined in the Financing Agreement). Subject to the provisions of the Financing Agreement, the definitive terms of the Indebtedness shall be as set forth in the Notice of Terms (a form of which is attached hereto as Exhibit A) delivered by the Authority to Albany.

SECTION 3.2. DEBT SERVICE PAYMENTS. (A) Rensselaer, Saratoga, and Schenectady each agree to repay a proportionate share of the Indebtedness to Albany to be paid to the Authority. Rensselaer, Saratoga, and Schenectady agree to make payments in the amounts and at such times as identified on the Payment Schedule attached hereto as Exhibit B.

(B) Albany agrees to use all amounts received from Rensselaer, Saratoga, and Schenectady hereunder to make required payments to the Authority as required under the Financing Agreement.

SECTION 3.3. TAX EXEMPT STATUS. It is the intent of the Counties that the arrangement herein provided will enable the proceeds of the Bonds to qualify as a federally tax-exempt debt. None of the proceeds of the Bonds will be used in any manner that will be inconsistent with the Constitution or the laws of the State, or the Code.

SECTION 3.4. CONTINUING APPROPRIATION. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to each of the Counties for the purpose of the agreement, and no liability on account thereof shall be incurred by the Counties beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) A default by any of the Counties in the due and punctual payment of the amounts specified to be paid pursuant to Section 3.2 hereof, and the continuance thereof for a period of ten (10) days after written notice thereof is given by any County to the Defaulting County(ies).

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Counties in this Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by Albany to any other County or by any County to Albany, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Defaulting County(ies) to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(3) Any representation or warranty made by any of the Counties herein proves to have been false in a material way at the time it was made.

(B) Notwithstanding the provisions of Section 4.1(A) hereof, if by reason of force majeure (as hereinafter defined) any County hereto shall be unable, in whole or in part, to carry out its obligations under this Agreement and if such County shall give notice and full particulars of such force majeure in writing to the other party and to Albany within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Agreement of the County giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 4.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the APDC to make the payments required by Section 3.1 hereof, to provide all of the indemnities required by this Agreement, including, without limitation, Section 5.13 hereof and to comply with the provisions of this Agreement. The term “force majeure” as used herein shall include acts outside of the control of the Counties, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County claiming such inability. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County having difficulty, and the County having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 4.2. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Counties may, to the extent permitted by law, take any action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Defaulting County under this Agreement.

(B) No action taken pursuant to this Section 4.2 shall relieve any County from its obligations to make all payments required by this Agreement, all of which obligations shall survive the taking of any such actions.

SECTION 4.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Counties is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a County to exercise any remedy reserved to it in this Article IV, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 4.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event any County should default under any of the provisions of this Agreement and any other County should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Defaulting County herein contained, the Defaulting County shall, on demand therefor, pay to the other Counties the reasonable fees of such attorneys and such other reasonable expenses so incurred, whether an action is commenced or not.

SECTION 4.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by any of the Counties and thereafter such breach be waived by the other County(ies), such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. TERM. The term of this Agreement shall commence as of _____ 1, 2022 and expire on _____, 2027.

SECTION 5.2. AMENDMENT. This Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by each of the Counties.

SECTION 5.3. ASSIGNMENT. Neither this Agreement nor any rights and obligations hereunder may be assigned by any County without the prior written consent of the other Counties.

SECTION 5.4 BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of the Counties hereto, and their respective successors and assigns.

SECTION 5.5. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery:

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO ALBANY:

County of Albany
Albany County Office Building
112 State Street, Room 200
Albany, New York 12207
Attention: County Executive

IF TO RENSSELAER:

County of Rensselaer
Rensselaer County Office Building
1600 Seventh Avenue
Troy, New York 12180
Attention: County Executive

IF TO SARATOGA:

County of Saratoga
Saratoga County Municipal Center
40 McMaster Street
Ballston Spa, New York 12020

Attention: Chair, Board of Supervisors

IF TO SCHENECTADY:

County of Schenectady
Schenectady County Office Building
620 State Street
Schenectady, New York 12305
Attention: County Manager

(C) The Counties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.6. ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement between the Counties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement.

SECTION 5.7. EXECUTION OF COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.8. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of any of the Counties to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agreement.

SECTION 5.9. GOVERNING LAW. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of Rensselaer, Saratoga, and Schenectady to make the payments required by Section 4.2 hereof and to provide the indemnities required by this Agreement shall survive the termination of this Agreement, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

SECTION 5.11. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

SECTION 5.12. SPECIAL OBLIGATION. The obligations and agreements of the Counties contained herein and in any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and

agreements of the Counties, and not of any member, officer, agent, servant or employee of any of the Counties in his individual capacity, and the members, officers, agents, servants and employees of the Counties shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representatives on the day and year first above written.

APPROVED AS TO FORM

COUNTY OF ALBANY

BY: _____
County Executive

APPROVED AS TO FORM

COUNTY OF RENSSELAER

BY: _____
County Executive

APPROVED AS TO FORM

COUNTY OF SARATOGA

BY: _____
Chair, Board of Supervisors

APPROVED AS TO FORM

COUNTY OF SCHENECTADY

BY: _____
County Manager

EXHIBIT A
NOTICE OF TERMS

EXHIBIT B

COUNTY PAYMENT SCHEDULE