

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF CONSULTING SERVICES
IN CONNECTION WITH
THE REVISION OF THE COUNTY OF WESTCHESTER'S
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

**FOR
THE WESTCHESTER COUNTY DEPARTMENT OF PLANNING
ROOM 432, 148 MARTINE AVENUE
WHITE PLAINS, NEW YORK 10601**

PROPOSAL DUE DATE: January 20, 2010 @ 5PM.

Interested parties may obtain the complete Request for Proposals ("RFP"), including application, from the Westchester County website for RFPs at www.westchestergov.com/rfp.

Department of Planning Contact

Ed Buroughs
Westchester County Department of Planning
Room 432
148 Martine Avenue
White Plains, New York 10601
Phone: 914-995-4414
Email: eeb6@westchestergov.com

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person.

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF PLANNING

I. INTRODUCTION

The Westchester Department of Planning (the “Department”) invites proposals from qualified firms to provide consulting services in connection with the revision of the County of Westchester’s Analysis of Impediments to Fair Housing Choice. It is expected that the resulting agreement shall be effective for the period January 31, 2010 through July 31, 2010.

II. BACKGROUND:

The County of Westchester is seeking professional services as needed to produce an updated Analysis of Impediments to Fair Housing Choice (“AI”), as required by Paragraph 32 of the Stipulation and Order of Settlement and Dismissal entered in *U.S. ex rel. Anti-Discrimination Center v. Westchester* (“Stipulation”), a copy of which may be accessed online at: <http://www.westchestergov.com/pdfs/Housingsettlementtext.pdf>. For your information and reference, the County submitted a draft AI to the United States Department of Housing and Urban Development (“HUD”) earlier this year (“Draft AI”). The text of the Draft AI is being provided to potential proposers on a CD upon request. On October 23, 2009, HUD issued a 12-page report titled “Department of Housing and Urban Development’s Comments on the County of Westchester’s May 8, 2009 Draft Analysis of Impediments to Fair Housing Choice” that identified the statistical surveying, analyses and document revisions which must be made to the Draft AI to satisfy both HUD’s general requirements and the specific requirements of the Stipulation (“HUD Summary”). The successful proposer will be issued a contract to perform the required work and analyses and to issue the draft revisions to the AI to the County not later than June 15, 2010. **It shall be understood that this is a firm date and that no extension is possible.**

III. SCOPE OF WORK:

A copy of the HUD Summary is annexed hereto and that comprises the scope of the work required to be performed by the successful proposer under this RFP. The successful Proposer shall prepare a revised AI in response to the HUD Summary.

IV. PROPOSAL EVALUATION:

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Cost: The terms and fees proposed for the services.
- Commitment: The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.
- Experience and Competence: The vendor's specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference may be given to vendors with experience providing required services to other government entities.
- Prior Work: Vendors must submit at least three client contacts for whom they have provided work products similar to the scope of work described in this RFP.

V. TERM:

The term of any ensuing agreement will commence on or about January 31, 2010 and will continue for approximately six (6) months.

VI. LEGAL UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, proposing entity agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- By submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its

sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VII. PROPOSAL REQUIREMENTS

1) The proposal must include the following information:

- a. Scope of work to be performed. Provide a detailed narrative of how the County's scope would be performed.

- b. Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals.
- c. Information to be supplied to the proposer. List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.
- d. Timetable. Provide a timetable for completion of the assignment to meet the deadline specified above including all interim milestones necessary to complete the project.
- e. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.
- f. Experience: The Proposal should list the proposer's:
- Experience providing the services requested by this RFP.
 - Experience providing services requested by this RFP to counties, including counties of similar size to Westchester County.
 - Membership in appropriate professional organizations.
 - Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.

- 2) Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."
- 4) An original and three (3) completed copies of the proposal in hard copy and an additional electronic copy in pdf or MS Word format, **MUST** be received no later than January 20, 2010 at 5PM at the following address:
- Ed Burroughs
Westchester County Department of Planning
Room 432
148 Martine Avenue
White Plains, New York 10601

- 5) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- 6) Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.
- 7) **Requests for clarification of this RFP MUST be written and submitted to eeb6@westchestergov.com, no later than January 8, 2010 at 5PM. Formal written responses will be distributed by the County on or before 5 PM on January 13, 2010. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.**
- 8) Proposals MUST be signed. Unsigned proposals will be rejected.
- 9) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 10) No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

VIII. CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE "A"**.

IX. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

X. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XII. MBE/WBE

Pursuant to Local Law No. 27-1997, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "B"**

XIII. REFERENCES:

The Proposer shall provide a profile on **SCHEDULE "C"** which, at a minimum includes the following items:

- a. Proposer Name
- b. Address
- c. Year Proposer was founded
- d. Total Number of Employees
- e. References: Indicate three (3) current client references for similar services, include
 - 1) Client Name
 - 2) Client Address
 - 3) Contact Name, Title and Telephone Number
 - 4) Description of Services

XIV. DISCLOSURE FORM:

To avoid conflicts of interest and the appearance of impropriety, the Proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE "D"**.

XV. CRIMINAL DISCLOSURE FORM

The Proposer agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as **SCHEDULE "E" through "E-5"** which is hereby incorporated by reference.

XVII. PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "A"

THIS AGREEMENT made the _____ day of _____ 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereafter the "County")

and

_____, having an office and principal place of business at _____

(hereinafter the "Consultant")

FIRST: The Consultant shall provide (***FILL IN SERVICES TYPE***) for the Westchester County Department of (***FILL IN DEPARTMENT***), as more particularly described in the Firm's proposal, dated _____, 20__ which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule "A". The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the (***FILL IN HEAD OF DEPT***) or his/her duly authorized designee (the "***FILL IN DIRECTOR/COMMISSIONER***") shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The term of this Agreement shall commence on _____, 20__ and shall terminate on _____, 20__, unless terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not to exceed _____ (\$ _____) DOLLARS, payable in accordance with the budget in Schedule "B", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

Unless the County shall, in writing, advise the Consultant to the contrary, the Consultant shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rate specified in Schedule "A", which rate shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Consultant shall direct any approved proposers to do the same.

In the event of a dispute as to the value of the Work rendered by the Consultant prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part

hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

EIGHTH: The Consultant represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Consultant independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: The Consultant expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Consultant as an employer of labor. The

Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, proposers and others employed to render the Work hereunder.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "D", as part of this Agreement.

TWELFTH: All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subconsultant shall be deemed Work performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subconsultant's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Consultant shall submit to the Director a letter signed by the owner and/or chief executive officer of the Consultant or

his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

with a copy to:

Westchester County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601-3311

To the Consultant:

SEVENTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

EIGHTEENTH: In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINETEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTIETH: The Consultant recognizes that this Agreement does not grant it the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other agencies on an "as needed" basis.

TWENTY-FIRST: The Consultant expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

TWENTY-SECOND: In an effort to avoid conflicts of interest and the appearance of impropriety in County contracts, the Consultant agrees to complete the Disclosure Form attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event.

The Consultant shall also have each approved subconsultant complete this questionnaire and shall advise the subconsultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the County.

TWENTY-THIRD: The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F" through "F-5" which is hereby incorporated by reference.

TWENTY-FOURTH: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FIFTH: The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "H". In addition, the Consultant hereby represents that, if operating under an assumed

name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-SIXTH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "I". Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule "I".

TWENTY-SEVENTH: Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Contractor shall submit the signed statement which is attached hereto as page 1 of Schedule "J". Notwithstanding the above, Contractor may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of Schedule "J".

TWENTY-EIGHTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

TWENTY-NINTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or

invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

THIRTIETH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form
and manner of execution

County Attorney
County of Westchester

CONTRACT SCHEDULE "A"
SCOPE OF SERVICES

[SCOPE OF SERVICES WILL BE INSERTED HERE]

CONTRACT SCHEDULE "B"
BUDGET

[BUDGET WILL BE INSERTED HERE]

CONTRACT SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board

evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

SCHEDULE "B"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

_____ No

_____ Yes (as a business owned and controlled by persons of color)

_____ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

_____ No

_____ Yes (as a MBE)

_____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

_____ No

_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "C"

REFERENCES

- a.** Firm Name
- b.** Address
- c.** Year Firm was founded
- d.** Total Number of Employees in Firm
- e.** References: Indicate three (3) current client references for similar services, include
 - 1)** Client Name
 - 2)** Client Address
 - 3)** Contact Name, Title and Telephone Number
 - 4)** Description of Services

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County consultant must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Consultant:

(To be filled in by Consultant)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Consultant, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;

- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Consultant or in any proposer that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below
and type or print information below the
signature line:

Name:

Title:

Date:

SCHEDULE “E”
CONSULTANT
CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Consultant is required to review these Instructions and complete Schedule “E-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules E-2” through “E- 5,” together with “E-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Consultant shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Consultant is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Consultant and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

¹ “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

If the Procuring Officer determines that the Consultant is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Consultant in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Consultant’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Consultant to submit a completed Certification Form annexed hereto as Schedule “E-1,” which certifies that the Consultant and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Consultant or any Person Subject to Disclosure (also referred to as “Person”) affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule “E-2” and shall complete Schedule “E-3,” entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Consultant or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule “E-2” and shall complete the form annexed hereto as Schedule “E-4,” entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Consultant or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule “E-5.”

It shall be the duty of the Consultant to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Consultant to assure that all of their proposed Subconsultants

complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Consultant needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Consultant.

The Consultant shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE CONSULTANT HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Consultant to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Consultant and shall be grounds for immediate termination of this Agreement by the County.

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "E-1"

**CONSULTANT AND ALL PERSONS SUBJECT TO DISCLOSURE²
CERTIFICATION FORM**

IF THIS FORM IS COMPLETED BY A SUBCONSULTANT CHECK HERE³

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW)

_____ a principal of the Consultant & authorized to execute this Certification Form;

_____ a representative of the Consultant & authorized to execute this Certification Form;

(CHECK APPLICABLE RESPONSES FOR SECTIONS A AND B BELOW)

A. PRINCIPAL/REPRESENTATIVE/CONSULTANT DISCLOSURE

I am a principal or a representative of the Consultant authorized to execute this Certification Form and based upon my own personal knowledge or having made all necessary efforts to obtain the facts my answers to the questions below are as follows:

1) Have you or the Consultant ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

_____ Yes

_____ No

² Persons Subject to Disclosure are identified and defined in Schedule "E," pursuant to Executive Order 1-2008.

³ If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

2) Are you or the Consultant subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

_____Yes

_____No

B. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions and their responses are as follows:

1) Have you ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

_____Yes

_____No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

_____Yes

_____No

If the answer is “yes,” to any of the questions in Sections “A,” or “B” above, please list the names and titles of all such Persons in Schedule “E-2.”

In addition, the Persons identified in Schedule “E-2” must complete Schedule “E-3” or “E-4.”

Schedule “E-3” must be completed by those Persons who have previously been convicted of a crime.

Schedule “E-4” is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections “A” or “B” above, the name and title of said Person shall be listed in Schedule “E-5.”

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title:

Date:

Notary Public

Date

**** ATTENTION ****

**IF YOU HAVE ANSWERED “NO”
TO ALL OF THE QUESTIONS
CONTAINED IN SCHEDULE “E-1,”
PLEASE DISREGARD ALL OF THE
FORMS LOCATED AFTER THIS
PAGE.**

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "E-2"⁴

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED "YES" TO ANY QUESTION IN SCHEDULE "E-1"**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Note: If more names and titles must be added, please attach a separate page entitled, "Schedule E-2 Continued."

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title and Date:

Notary Public

⁴ If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "E-3"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3) Please provide the date and place of each conviction.
- 4) Please provide your age at the time of each crime for which you were convicted.

- 5) Please provide the legal disposition of each case.
- 6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "E-4"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

Contract # _____
Name of Consultant/Subconsultant _____

SCHEDULE "E-5"⁵

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in "Schedule E-1."

1. _____
2. _____
3. _____
4. _____
5. _____

CONSULTANT CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

⁵ If this Certification Form is being completed by a Subconsultant, please consider all references to "Consultant" to mean "Subconsultant."

Department of Housing and Urban Development's Comments on the County of Westchester's May 8, 2009 Draft Analysis of Impediments to Fair Housing Choice

An Analysis of Impediments to Fair Housing Choice (AI) involves “a comprehensive review” of a “jurisdiction’s laws, regulations, and administrative policies, procedures, and practices;” an “assessment of how those laws, etc. affect the location, availability, and accessibility of housing;” an “assessment of conditions, both public and private, affecting fair housing choice for all protected classes;” and an “assessment of the availability of affordable, accessible housing in a range of unit sizes.” Fair Housing Planning Guide, 2-7.

The County of Westchester’s May 8, 2009 draft AI should reflect a more detailed analysis of the barriers to fair housing choice, including discrimination and segregation on the basis of race and national origin, and should identify specific action plans to overcome each of those identified barriers.

I. Strategically Identifying Impediments and Actions

A. Examine and Address Discrimination and Segregation

The County of Westchester’s¹ efforts to affirmatively further fair housing (AFFH) should be built on an AI that provides specific and focused analysis and discussion of the impediments to fair housing choice, including housing discrimination, lending discrimination, steering, and segregation. The AI should identify the specific factors that impede equal housing opportunity, particularly based on race and national origin, such as legal barriers and prohibited acts under the Fair Housing Act. In addition, the AI should provide detailed action plans to overcome each impediment identified.

Suggestions/recommendations:

- ⇒ The AI should more thoroughly identify acts and patterns of discrimination on the basis of race, color, national origin, religion, sex, disability, or familial status. The AI should include a plan to address discriminatory acts by housing providers, real estate professionals, lending institutions, developers, and others and to respond to complaints of such housing discrimination.
- ⇒ The analysis should look beyond acts of intentional housing discrimination to address impediments that have a disparate effect on residents based on their race, color, national origin, religion, sex, disability, or familial status.

¹ For the purposes of this letter, and unless otherwise noted, the terms “Westchester,” “Westchester County,” “the County,” “Urban County,” and “the Consortium” are used interchangeably to refer to the Urban County CDBG Consortium. This Urban County comprises 40 of the full County’s 45 municipalities and encompasses over 55 percent of the full County’s population. Yonkers, New Rochelle, Mount Vernon, White Plains, and the Town of Mount Pleasant are not participants in the Urban County.

- ⇒ The AI should specifically examine and propose ways to address residential segregation, particularly segregation by race and national origin. Such an analysis should look to historic patterns of residential segregation and factors perpetuating such segregation, including data on residential, transportation, and employment patterns. (See Section II.B).
- ⇒ The AI should identify the way in which zoning and development laws and administrative practices by the County or local jurisdictions discriminate and/or perpetuate segregation and ways to overcome such discriminatory measures. In this regard, the AI should address the specific laws, regulations, and policies of the County and local governments. (See below Section I.C).
- ⇒ The AI should explain how it will develop a comprehensive education and outreach program to address factors leading to discrimination and segregation. (See Section III.D).
- ⇒ The AI should explain how the County will work with local lending institutions to identify and specifically address impediments to lending and mortgage availability for minority homebuyers, including lending discrimination, predatory mortgage lending, redlining, foreclosure, and underlying mortgage availability.

B. Analyze and Address Fair Housing Choice Beyond Affordable Housing

Promoting and making available affordable housing is necessary but not sufficient to meet the requirement to AFFH. As the draft AI recognizes, AFFH actions and affordable housing activities are not equivalent. The draft AI includes a comprehensive analysis of the lack of affordable housing, which while important, does not fully explain what has contributed to, perpetuated, or exacerbated barriers to equal housing opportunities for protected classes. For example, in Chapter 4, *Assessment of Current Fair Housing Activities*, the AI discusses affordable housing infrastructure, land acquisition, and local zoning practices without any discussion of the relationship between these development issues and fair housing choice. Similarly, the AI analyzes the need for workforce housing without explaining the nexus between workforce housing development and AFFH. The AI should address what is needed beyond the mere availability of affordable housing in order to promote fair housing choice. Indeed, the Stipulation and Order specifically requires that the AI analyzes “impediments based on race.”

Suggestions/recommendations:

- ⇒ The AI should draw specific research- or data-based links between lack of affordable housing and segregation patterns in order to demonstrate why and how that the lack of affordable housing is an impediment to fair housing choice. It also should tie proposed actions back to the impact on fair housing, by explaining how the lack of affordable housing affects specific populations that currently face limited housing opportunities.
- ⇒ The AI should more thoroughly examine factors that affect the ability of underrepresented groups to locate and obtain affordable and accessible housing. Factors that should be analyzed include but are not limited to the following:
 - Local policies and practices (See Sections I.C and II.C);

- Fair housing enforcement;
 - Transportation;
 - Employment;
 - Education and affordable child care; and
 - Other public services.
- ⇒ The AI should include specific action plans to ensure that affordable housing development opens up access to housing opportunities for underrepresented groups. Examples include actions required under the Stipulation and Order, such as
- Mobility counseling;
 - Affirmative marketing (See Section III.A);
 - Source of income protection (See Section III.B); and
 - Fair housing education and outreach (See Section III.D).

Coordination with Local Housing Choice Voucher Program Administrators and Public Housing Agencies to improve mobility of Housing Choice Vouchers is another example. (See Section III.C).

- ⇒ The AI should contain plans for developing municipal services, housing amenities, transportation options, and other incentives or amenities, targeted to address the deficiencies in resources, to effectively attract individuals and families that are underrepresented in certain areas. The AI should outline how the County will coordinate with local jurisdictions inside the Urban County and throughout the region, housing providers, and developers to advance such services and amenities.
- ⇒ The AI should explain how the County will meet the housing needs of persons with disabilities. For example, the AI mentions that that “due to the lack of affordable and accessible housing [] some persons with disabilities are forced to move into nursing homes.” The AI should include actions to overcome this problem as well as any others.

C. Analyze and Address Barriers Imposed by Local Policies and Practices

The AI should address impediments, resources, and opportunities at the local level. The draft AI identifies local zoning as one of the biggest impediments to fair housing choice. It does not, however, set a concrete plan for addressing this impediment. The Stipulation and Order requires the County to analyze and address municipal policies and practices that present barriers to fair housing choice. Such an analysis should address the impact of zoning and development laws and administrative practices in the County and its participating jurisdictions on fair housing choice and present a clear action plan for overcoming such barriers.

Suggestions/recommendations:

- ⇒ The AI should identify specific impediments that different localities, townships, or communities face or have imposed. In particular, the barriers in areas of highest racial concentration should be identified and analyzed.
- ⇒ The AI should address specific laws, regulations, and policies of local governments in addition to County laws. These include local zoning and regulatory policies, which may serve as barriers to housing choice, such as discretionary approvals, occupancy standards based solely on number of bedrooms, requirements for large lot size, high minimum square footage requirements, and definitions of “family” that exclude extended family members. The analysis of specific local policies, practices, and procedures should also include a more detailed discussion of effective policies that AFFH, such inclusionary zoning laws. (See Section II.C).
- ⇒ The Stipulation and Order requires the AI to analyze municipal resistance to the development of affordable housing that may have led to regulatory barriers and to identify actions to overcome such resistance.
- ⇒ The AI should also thoroughly analyze resources at the local level, such as active non-profit organizations addressing fair housing issues.
- ⇒ The County should coordinate the efforts of local jurisdictions to successfully improve fair housing choice. This coordination should start with the AI process and other strategic planning processes and include coordination and agreements between the County and local jurisdictions. (See Section I.D)
- ⇒ The County should identify the responsibilities of local jurisdictions in promoting affordable housing, anti-discrimination, and integration. In particular, the AI should identify action items for the areas of highest racial concentration.

D. Analysis and Action Plans Should Incorporate a Regional Approach

In analyzing and addressing the impediments to fair housing choice within the Urban County, the County should look to factors and influences throughout the surrounding region. In addition, the solutions set forth in the AI should include more specific plans to coordinate with communities and governments beyond the borders of the Urban County. It is likely that Westchester will not be able to adequately address issues of discrimination and segregation without a regional approach.²

Suggestions/recommendations:

- ⇒ The AI should more thoroughly explore how the County’s impediments to fair housing choice are influenced by factors throughout the region, including regional residential

² More information on the regional approach may be found in the Fair Housing Planning Guide, Chapter 2, p. 11-12.

patterns, job market, and public transportation options. For example, the summaries of the AIs from the four entitlement communities (Mount Vernon, New Rochelle, White Plains, Yonkers) could be integrated into the analysis of impediments, identifying how residential and commuting patterns and job markets of these neighboring communities affect housing choice within the Urban County.

- ⇒ The AI should include an analysis of regional demographic and survey data. The County should explore why certain groups live in communities outside the Urban County but are underrepresented within the Urban County and how such segregated patterns can be remedied. This analysis should include, but also must extend beyond, issues of affordability.
- ⇒ Such regional factors should be taken into account when developing actions to overcome impediments to fair housing choice. For example, Westchester should look for opportunities to address the underrepresentation of minority residents in some areas of the County in a way that also addresses the concentration of minority communities in neighboring jurisdictions.
- ⇒ Westchester County should coordinate with other local governments in the region in order to carry out the necessary action items. This coordination could take the form of:
 - *A regional AI.* Local government entities can partner to compile a regional AI. The partnering governments could agree to share resources to address patterns of segregation and to build inclusive and diverse communities. This approach has been used by other partnerships. See, e.g., <http://metro council.org/planning/housing/FairHousingSummary.pdf>; http://www.anokacounty.us/v1_departments/div-governmental-services/dept-community-dev/pdf/AI%202009%20DRAFT%20Vol%201.pdf; <http://www.accessclarkcounty.com/depts/Finance/crm/Documents/FairHousingAIPlanFinal.pdf>;
 - *Cooperation by neighboring municipalities, public housing agencies, transportation authorities, and other relevant partners to support implementation of Westchester's AI.* To demonstrate a coordinated effort, Westchester can include letters of support and/or joint plans to address fair housing choice in its AI; or
 - *Plan for regional coordination.* Westchester could provide a detailed plan for how it will coordinate with regional municipalities, authorities, and private housing providers.
- ⇒ The AI should identify existing fair housing resources (e.g., enforcement organizations, non-profit organizations, inclusionary zoning laws) in other areas throughout the region, as well as best practices and opportunities for improvement.

II. Effective Data Collection and Analysis

A. Improve Survey Methodology and Data Collection

The discussion of methodology, strategic analysis, and public input in the draft AI should be expanded and improved. The AI should include information on what data or research was used, whose input was considered, and how conclusions were reached. Further, the Stipulation and Order requires that the County “commit to collecting the data and undertaking other actions necessary to facilitate the implementation of [the] Stipulation and Order.”

Suggestions/recommendations:

- ⇒ The AI should describe the methodology used in data collection, surveys, and other research used in compiling the AI. This should include how the samples were selected and who made the decisions on topics to be studied and why.
- ⇒ The County should present whatever additional data or research is necessary to explain current housing and segregation patterns. The impediments discussed in the AI should thoroughly analyze factors that are perpetuating segregated housing patterns. In addition to analyzing segregation indices, the analysis should explore any reasons why residents in surrounding municipalities have difficulty or are reluctant to move to Westchester County. Analysis of data on employment trends and public transportation should be included.
- ⇒ The AI should include consistent data and analyses across all jurisdictions in the Urban County. For example, in Chapter 3, survey responses were provided by some but not all cooperating jurisdictions.
- ⇒ All data should indicate whether it is from the Urban County or the entire County (including the Entitlement Cities and Mount Pleasant). Wherever possible, both sets of data should be presented and clearly identified. For example, Chapter 2 discusses demographic information without sufficiently distinguishing between the demographics of the Urban County and the non-participating jurisdictions.
- ⇒ The data should clearly identify whether people residing in institutions are included in the demographic information provided.
- ⇒ The AI should analyze data to understand and address impediments to fair housing choice caused by private as well as public action.
- ⇒ Surveys and interviews should be scientifically designed and given to a random or stratified sample. Online surveys should only be used as anecdotal information unless they are able to meet these criteria.
- ⇒ The County should consider conducting surveys and interviews with residents throughout the County, residents of neighboring areas, and potential County residents. Surveys

should not be limited to certain groups and organizations.

- ⇒ Surveys and interviews should ensure that the respondents understand fair housing protections and protected classes before answering questions about what discrimination they have witnessed.
- ⇒ Surveys and interviews should request respondents' demographic data, including race, age, sex, national origin, familial status, religion, disability status, source of income, and current residency.
- ⇒ Surveys should be sufficiently in-depth to provide relevant data. For example, the lender survey referenced in the draft AI does not ask for the demographics of clients served, completed real estate sales, or the reasons sales were not completed.
- ⇒ Surveys should be translated to relevant languages to ensure consideration of data from Limited English Proficient (LEP) populations. Bilingual interviewers should be used or oral interpreters made available when interviewing persons who are LEP.
- ⇒ The data discussed should include tenant selection procedures and patterns for assisted housing providers.

B. Conduct Detailed Analysis of All Data

For the data provided in the AI to effectively explain impediments to fair housing choice and help design solutions, the analysis of these data should be detailed and comprehensive. While the draft AI presents data regarding demographics, housing development patterns, discrimination complaints, and other information, it does not sufficiently analyze the data for the County to explain impediments and design actions to address these impediments.

Suggestions/recommendations:

- ⇒ Wherever data are presented, there should be *analysis* of the data that shows and explains specific impediments to fair housing choice. For example, in addition to providing maps on demographic patterns in the County, Westchester should describe the different factors that led to those patterns, what perpetuates the patterns, and how they can be ameliorated. The AI should include an analysis of the way residential patterns have developed in the region over time, and examine how this history influences current residents, potential residents, policy makers, and others.
- ⇒ Statistical data should be presented and analyzed so that comparison is possible across various data sets. For example, the analysis could compare geographic patterns of concentrations of minority groups and the relationship between concentrations of minority groups and other factors, such as foreclosure rates and loan denials.
- ⇒ Divergent data should be explained. For example, the results of the surveys regarding

housing discrimination discussed in Chapter 3 and Appendix D show big differences between the survey responses from the nonprofit sector and the responses from the real estate/property management sector in the perceptions of the prevalence of discrimination, but no explanation of these differences is provided.

- ⇒ The AI should more thoroughly analyze the data regarding public education quality and achievement, employment opportunities, available public transportation options, and municipal services and the effects of those opportunities on housing choice.
- ⇒ The AI should include an analysis of the data regarding the ability of New York State Division of Human Rights, the Westchester County Human Rights Commission, and Westchester Residential Opportunities to receive, investigate, and resolve complaints of housing discrimination.
- ⇒ The “Complaints Received by Community” charts for the New York State Division of Human Rights, the Westchester County Human Rights Commission, and Westchester Residential Opportunities should provide more specific breakdowns of fair housing complaints. The breakdowns should be listed by community (or zip code), and within each identified community (or zip code), by basis (e.g. race/color, national origin, family status, disability), and by disposition. This would enable the County to better focus on problems within specific areas.
- ⇒ The maps reflecting areas of minority concentration should clearly identify municipalities and should be accompanied by a discussion of the implications of these minority concentrations.
- ⇒ The tables in the appendices, in many cases, have small numbers that have been converted to percentages. Percentages of such small numbers cannot provide meaningful analysis. However, the tables in Appendix G could benefit from percentages.

C. Address Locational Differences in Data and Analysis

In order to fully understand the impediments Westchester County faces, and in order to craft successful solutions to those impediments, the County should be geographically specific in its data collection, analysis, and proposed solutions. The AI currently presents impediments and proposed actions in general, global terms. To identify effective solutions, the analysis of impediments and proposed actions should be location-specific. For example, available information indicates that minorities are concentrated in Sleepy Hollow, Port Chester, and Ossing Village and are underrepresented in Hastings on Hudson, Pound Ridge, Lewisboro, and North Salem. The impediments, and any successful solutions, are going to be different in these different communities. Analysis of the demographics, residential patterns, policies, practices, resources, and opportunities in particular jurisdictions should be used to build effective location-specific solutions.

Suggestions/recommendations:

- ⇒ Data should be collected and analyzed in a manner that reflects the situation at the community, township, and municipal levels.
- ⇒ Strategic analysis of this data, including the identification of impediments to fair housing choice, should be conducted at the local level in order to accurately capture any impediments unique to certain areas or communities.
- ⇒ The AI should identify existing fair housing resources (e.g., enforcement organizations, non-profit organizations, or inclusionary zoning laws) as well as best practices and opportunities for improvement by municipality.

D. Expand Public Input

Public input is critical for developing a strong AI, its methodology, and its results. The process should provide for public input from a broad range of communities and stakeholders in and around the County.

Suggestions/recommendations:

- ⇒ Input should be sought from a range of advocacy groups that represent minority and low-income communities.
- ⇒ All segments of the resident and potential resident populations including tenants and homeowners from a wide-range of localities and protected classes should be invited to attend public meetings on the AI at convenient times and at places accessible to the general public.
- ⇒ The County should obtain input from officials and members of the public who reside in all Urban County municipalities, particularly those with minority concentration/underrepresentation, to ensure all interests are represented.
- ⇒ Public meetings should be accessible for LEP populations and persons with hearing and/or sight impairments or other disabilities. This includes wider publicity of the meeting times and locations, as well as translations during the meetings.

III. Additional Recommendations

A. Affirmatively Market Affordable Housing

Affirmative fair housing marketing plans (AFHMPs) are a means of promoting inclusive and diverse communities through advertising, education, and marketing.³ The draft AI mentions

³ AFHMPs are required for housing developments in certain HUD programs. For a description of possible contents of an AFHMP, see HUD's regulations at 24 C.F.R. § 200.620.

fair housing outreach but does not thoroughly discuss the County's affirmative marketing practices and their effectiveness. The County should take additional measures to ensure the efficacy of AFHMPs and make these plans a central part of its action agenda. Indeed, the Stipulation and Order obligates the County to affirmatively market and require developers to affirmatively market the affordable housing units developed pursuant to the Stipulation.

Suggestions/recommendations:

- ⇒ The AI should include a discussion of developers and non-for-profit housing organizations that have committed to comply with AFHMPs.
- ⇒ The AI should include a plan for ensuring that all AFHMPs effectively reach underrepresented communities. This plan should include an assessment of what AFHMPs are in place and how effective they are. For housing providers, management companies and rental associations that are not required to follow AFHMPs, the County should assess their marketing and outreach strategies.
- ⇒ The AI should include an action plan to establish partnerships between housing providers, local governments, and local media outlets to develop and market appropriate housing incentives to attract housing applicants to new housing market areas. The County should reach out to minority-owned media outlets and to media outlets that publish in languages other than English.
- ⇒ The AI should include a regional affirmative marketing plan that targets areas of racial and ethnic minority concentration in the County.
- ⇒ Efforts should include specific actions to ensure appropriate marking to LEP residents and potential residents.
- ⇒ The County should include a plan for compiling best practices in AFHMPs to assist developers.

B. Promote and Implement Source of Income Protection

The Stipulation and Order requires the County to “promote through the County Executive, legislation currently before the Board of Legislators to ban source-of-income discrimination in housing.”

Suggestions/recommendations:

- ⇒ The AI should include a plan to promote and implement the requirement to ban source-of-income discrimination in the County.

C. Coordinate with Local Housing Choice Voucher Program Administrators and Public Housing Agencies to Improve Mobility of Housing Choice Vouchers

The County should engage with Housing Choice Voucher (HCV) program administrators and Public Housing Agencies (PHAs) in the region in the development of its AI. This would enhance the County's analysis of difficulties in using HCV and in developing solutions to address those impediments. The Stipulation and Order requires the County to identify and analyze the potential need for mobility counseling, and the steps the County will take to provide such counseling.

Suggestions/recommendations:

- ⇒ The County should coordinate with local HCV program administrators and with PHAs around the region to develop the AI and in particular to identify impediments confronting HCV holders in seeking housing throughout the County. This should include an analysis of agreements that are already in place that could assist in this effort.
- ⇒ The County should foster agreements with local HCV program administrators, PHAs, and municipalities to encourage mobility and portability of HCVs.
- ⇒ Housing counseling services should be coordinated with housing subsidies to encourage and help families move to communities that provide better opportunities for housing, jobs, schools, and other services.
- ⇒ The County should also provide incentives to HCV holders to move from areas with concentrated minority communities to inclusive and diverse communities.
- ⇒ The County, local HCV program administrators, and PHAs should collaborate to set reasonable rents and payment standards at sufficient levels for renting in these areas and to extend the search time for HCV holders seeking to rent throughout the County.
- ⇒ The active partnership among the County, local governments, PHAs, real estate agents, and housing providers could include a program in mobility counseling and provide other rental search services.

D. Address Fair Housing Public Awareness

The realization of fair housing choice depends on the public understanding and awareness of fair housing rights. In addition, housing providers, public employees, lenders, and real estate agents should understand their fair housing responsibilities. The AI should include a more comprehensive plan to educate residents and potential residents of their rights under local and federal fair housing laws.

Suggestions/recommendations:

- ⇒ Public education and outreach efforts should provide information about the role of the Westchester County Human Rights Commission, including the range of offered services and office hours for counseling and filing complaints.
- ⇒ The AI should also address how the County plans to educate public officials, housing providers, developers, and others of their responsibilities to protect and promote fair housing choice.
- ⇒ The AI should include ways the County can partner with public, private, and non-profit entities to promote public awareness.
- ⇒ Public awareness efforts should include appropriate provisions for LEP members of the public.
- ⇒ The AI's public awareness provisions should acknowledge and promote the idea that all housing is covered by the Fair Housing Act, not just County-funded housing.
- ⇒ The action plans should include partnerships with state or local fair housing agencies and real estate organizations, rental management associations, and private housing providers to develop education programs on fair housing rights for housing providers, tenants, and housing applicants.
- ⇒ The AI mentions that some landlords fear renting to those who are LEP because they are afraid of prosecution for renting to illegal immigrants. The County should provide educational outreach to housing providers, real estate agents, and the general public on the LEP community to correct this misconception.