

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FIRST WARD ACTION COUNCIL FOR ALL PROPERTY REHABILITATION ACTIVITES RELATING TO THE NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Housing Trust Fund Corporation, represented by the New York State Office of Community Renewal, awarded Broome County \$750,000 in Community Development Block Grant funds; and

WHEREAS, to ensure the County uses the funds in accordance with the requirements of the program, the HTFC and the County entered into an agreement dated as of November 12, 2014; and

WHEREAS, the County entered into an Administrative Services Agreement dated as of January 1, 2015 with the Land Bank to administer the New York State Community Development Block Grant Program for housing rehabilitation and blight removal; and

WHEREAS, the Land Bank has an interest in contracting with the First Ward Action Council (the "Contractor") to undertake all property rehabilitation activities relating to the New York State Community Development Block Grant Program for housing rehabilitation and blight removal; and

WHEREAS, the Contractor possesses the unique skills and training required to perform such services in connection with the stated objective and is prepared to make its unique experience and skills available to the Land Bank to facilitate the stated objective, and

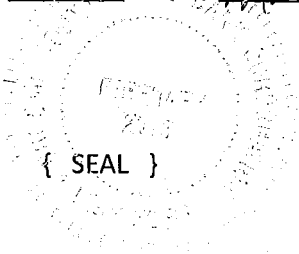
WHEREAS, the terms of the agreement are defined in the attached exhibit (Exhibit "A"), now, therefore, be it

RESOLVED, that this Board hereby authorizes the Executive Director to enter into an agreement with the First Ward Action Council for all property rehabilitation activities relating to the New York State Community Development Block Grant Program.

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

Director	AYE	NAY	Abstain	Absent
Aaron Martin	X			
Tom Augustini				X
Stacey Duncan	X			
Jen Gregory	X			
Dave Hamlin	X			
Elaine Miller	X			
Chris Papastrat	X			
Daniel Reynolds	X			
Linda Shumaker	X			

The foregoing resolution was thereupon declared and duly adopted by the Board of Directors on this 28 day of March 2017.



Margaret Scarinzi
 Margaret Scarinzi, Executive Director

BROOME COUNTY LAND BANK CORPORATION

AGREEMENT

THIS AGREEMENT, by and between the BROOME COUNTY LAND BANK CORPORATION, a local development corporation organized and existing under the laws of the State of New York, hereinafter called the "Land Bank," having an office for the transaction of business at 60 Hawley Street, Binghamton, NY 13901, and the FIRST WARD ACTION COUNCIL, hereinafter called the "Contractor", office for the transaction of business at 167 Clinton Street, Binghamton, New York 13901.

WITNESSETH:

WHEREAS, the Housing Trust Fund Corporation, represented by the New York State Office of Community Renewal, awarded Broome County \$750,000 in Community Development Block Grant funds; and

WHEREAS, to ensure the County uses the funds in accordance with the requirements of the program, the HTFC and the County entered into an agreement dated as of November 12, 2014; and

WHEREAS, the County entered into an Administrative Services Agreement dated as of January 1, 2015 with the Land Bank to administer the New York State Community Development Block Grant Program for housing rehabilitation and blight removal; and

WHEREAS, the Land Bank has an interest in contracting with an agency to undertake all property rehabilitation activities relating to the New York State Community Development Block Grant Program for housing rehabilitation and blight removal; and

WHEREAS, the Contractor possesses the unique skills and training required to perform such services in connection with the stated objective and is prepared to make its unique experience and skills available to the Land Bank to facilitate the stated objective.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM

The term of this contract shall be from April 1, 2017 through November 11, 2017.

The Land Bank reserves the right to terminate this Agreement for cause at any time upon 30 days written notice.

2. SCOPE OF SERVICES

The Contractor shall provide services as outlined in the Proposal, attached as Exhibit "A".

3. RECORDS AND REPORTS

The Contractor shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including but not limited to, the Grant Administration Manual, and as may be requested by the Land Bank to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant funds and administration of the Project. The Contractor shall also furnish, as requested by the Land Bank, any reports pertaining to the Project, its costs and obligations incurred in connection therewith, in order to assist the Land Bank in meeting its recordkeeping and reporting requirements.

4. PROGRAM INCOME

This agreement must abide by the program income requirements set forth in 24 CFR 570.504 (c). At the end of the program year, the Land Bank may require remittance of all or part of any program income balances (including investments thereof) held by the Contractor (except balances for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs).

5. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. OTHER PROGRAM REQUIREMENTS

The Contractor shall carry out each activity in compliance with all federal laws and regulations excluding Broome County's (the Grant Recipient) environmental responsibilities and responsibility for initiating the review process under the provisions of 24 CFR Part 52.

7. SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, suspension or termination of this agreement may occur if the Contractor materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

8. REVERSION OF ASSETS

Upon its expiration, the Contractor shall transfer to the Land Bank any NYS CDBG funds on hand at the time of expiration and any accounts receivable that are attributable to the use of NYS CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with NYS CDBG funds, including NYS CDBG funds provided to the Contractor in the form of a loan, in excess of \$25,000 shall be either:

- a. Used to meet one of the national objectives until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the Land Bank;
- or

b. Not used in accordance with meeting a national objective, in which event the Contractor shall pay to the Land Bank an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-NYS CDBG funds for the acquisition of, or improvements to, the property. The payment is program income to Broome County. *(No payment is required after period of time specified in 8.)*

9. COMPENSATION

The Land Bank hereby agrees to pay the Contractor an amount not to exceed Twenty Five Thousand Dollars and (\$25,000.00) for the services described above.

All payments by the Land Bank described herein are made in full and final satisfaction of all services and expenses of the Contractor. Payment shall be made in accordance with established County procedures. The Contractor shall report directly to the Executive Director, or other designee.

10. APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the Land Bank beyond monies appropriated and available for the purpose thereof.

It is represented by the Contractor and understood by the Land Bank that the services to be rendered by the Contractor and for which money has been appropriated by the County Legislature shall be related to the services provided by the Contractor, as described in the foregoing Agreement.

Payments under this Agreement are subject to and contingent upon funding by the State and/or Federal Government(s). If for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the County for payment of such costs.

11. ASSIGNMENT

The Contractor agrees that he shall not assign, transfer, convey, or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County.

12. INDEPENDENT CONTRACTOR

For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to as in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as nor claim to be officers or employees of the Land Bank, and shall make no claim for, nor shall be entitled to, worker's compensation coverage,

medical and unemployment benefits, social security or retirement membership benefits from the Land Bank.

13. INSURANCE AND INDEMNIFICATION

The Contractor shall provide insurance coverage in accordance with the provisions of Exhibit "B" attached hereto.

14. STATUTORY COMPLIANCE

In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

15. DUTY TO MAINTAIN CONFIDENTIALTY

The Contractor agrees not to disclose any data, facts or information concerning services performed for the Land Bank or obtained while performing such services, except as authorized by the Land Bank in writing or as may be required by law. Withstanding the foregoing, the Contractor maintains the right to publish in scholarly journals by first giving the Land Bank a thirty (30) day review period in order to protect and redact confidential data.

16. LICENSES AND PERMITS

The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

17. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the Land Bank and the Contractor and supercedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Land Bank and the Contractor.

18. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, this Agreement has been executed by the Broome County Land Bank Corporation and CONTRACTOR on the day and year first above written.

BROOME COUNTY LAND BANK CORPORATION

By _____

MARGARET SCARINZI
Executive Director

CONTRACTOR

By Rev. Henry Husby

Title President FWAC

EXHIBIT "A"

March 20, 2017

Ms. Margaret Scarinzi
Broome County Land Bank Corporation
County Office Building, 5th Floor
60 Hawley Street
Binghamton, NY 13901

Dear Ms. Scarinzi:

The First Ward Action Council (FWAC) proposes to contract with the Broome County Land Bank Corporation (BCLBC) to oversee property rehabilitation for the New York State Community Development Block Grant Program which the BCLBC is administering on behalf of Broome County. The scope of work proposed by FWAC includes preparing bid specifications, conducting bidding, supervising rehabilitation work and inspecting completed projects, all in accordance with NYS CDBG grant requirements. The term of the contract is from 04/01/2017 to 11/11/2017 for an amount not to exceed \$25,000.

Sincerely,



Jerry Willard
Executive Director

EXHIBIT "B"

Risk Management & Insurance Specifications

Project Description	Housing Rehabilitation
Date Issued	October 20, 2016
Vendor name ("Contractor")	First Ward Action Council

Please read these specifications very carefully. These specifications are part of your Agreement with the Broome County Land Bank Corporation (BCLB). It is advisable that you forward a copy of these specifications to your insurance agent. BCLB waiver of any requirement(s) set forth herein shall not constitute a waiver of any other Agreement provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this Agreement, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by BCLB, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the BCLB. See section II for specific requirements regarding insurance proof.
7. The BCLB reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of Agreement, whereupon BCLB may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the Agreement;
 - (b) withholding any / all payment(s) due under this Agreement or any other Agreement it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by BCLB shall be repaid upon demand, or at the BCLB's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

- a. Commercial General Liability (GCL) including:
 - Products and completed operations shall not be excluded. Combined single limits of \$1,000,000 per occurrence, and \$2,000,000 minimum annual aggregate limit.
 - Broome County Land Bank shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.
 - Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)
 - b. Automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
 - c. Worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed;
 - d. Disability Insurance in accordance with statutory limits.
1. The certificate face shall:
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the BCLB.
 - Disclose all policy exclusions
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation
 2. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3
 3. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155
 4. The Additional Insured & Certificate Holder should read:

Broome County Land Bank Corporation
60 Hawley Street, 5th Floor
Binghamton, NY 13901

Part III. Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the BCLB for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the BCLB or its employees.

The Contractor agrees to indemnify and hold the Broome County Land Bank Corporation and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV. Safety

Broome County Land Bank Corporation specifically reserves the right to suspend or terminate all work under this Agreement whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, BCLB employees or member(s) of the general public on BCLB property. This reservation of rights by Broome County Land Bank Corporation in no way obligates Broome County Land Bank Corporation to inspect the safety practices of the Contractor.

If Broome County Land Bank Corporation exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County Land Bank Corporation, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County Land Bank Corporation's legal obligation to continuously provide contractor's service to the public or Broome County Land Bank Corporation's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County Land Bank Corporation shall have the right to immediately terminate this Agreement. In the event that Broome County Land Bank Corporation terminates this Agreement, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County Land Bank Corporation in re-bidding the work and /or by the increase in cost that results from using a difference vendor.