

A regular meeting of the Broome County Land Bank Corporation (the "Land Bank") was convened in public session in the Exhibit Room at the Broome County Public Library on Tuesday, April 18, 2023, at 3:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Land Bank were:

- | | | |
|----------|----------------------|---------------|
| PRESENT: | Aaron Martin | Chairman |
| | Thomas Augostini | Vice Chairman |
| | Christopher Dziedzic | Secretary |
| | Mike Sopchak | Treasurer |
| | Tarik Abdelazim | Member |
| | Rich David | Member |
| | Christine Marchuska | Member |
| ABSENT: | Kyle Davis | Member |

THE FOLLOWING PERSON WAS ALSO PRESENT:

- | | |
|------------------|--------------------|
| Jessica Haas | Executive Director |
| Robert O'Donnell | Assistant Director |

The following resolution was offered by C. Marchuska and seconded by C. Dziedzic, to wit:

RESOLUTION AWARDING A ONE-TIME CONTRACT FOR STRATEGIC PLANNING SERVICES FOR THE BROOME COUNTY LAND BANK CORPORATION TO MRB GROUP, 145 CULVER ROAD, SUITE #160, ROCHESTER, NEW YORK 14620, AND BE IT

FURTHER RESOLVED, THAT IN CONSIDERATION OF SAID SERVICES, THE LAND BANK SHALL PAY THE CONTRACTOR A RATE OF \$13,950 ATTACHED HERETO AS EXHIBIT "A", TOTAL AMOUNT NOT TO EXCEED \$15,000 FOR THE TERM OF THE AGREEMENT, AND BE IT

FUTHER RESOLVED, THAT THE EXECUTIVE DIRECTOR OR A DULY AUTHORIZED REPRESENTATIVE IS HEREBY EMPOWERED TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS WITH RESPECT THERETO.

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

Aaron Martin	voting	Aye
Thomas Augostini	voting	Aye
Christopher Dziedzic	voting	Aye
Mike Sopchak	voting	Aye
Tarik Abdelazim	voting	Aye
Rich David	voting	Aye
Kyle Davis	voting	Absent
Christine Marchuska	voting	Aye

This Resolution shall take effect immediately.

STATE OF NEW YORK:

: ss.:


COUNTY OF BROOME:

I, the undersigned Secretary of the Broome County Land Bank Corporation (the "Land Bank"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on Tuesday, April 18, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Land Bank had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Land Bank present throughout said meeting.

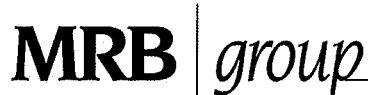
I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 18 day of April, 2023.



Christopher Dzieczyc
Secretary

(SEAL)



April 14, 2023

Jessica Haas, Executive Director
Broome County Land Bank Corporation
60 Hawley Street, 5th Floor
PO Box 1766
Binghamton, NY 13901

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
ORGANIZATIONAL PLANNING SERVICES**

Dear Ms. Haas:

Below is our understanding of your needs, our scope, and proposed fee structure. Please sign where indicated, return to me and we can begin work.

I. Project Understanding

We understand that the Broome County Land Bank Corporation (hereafter, the "Land Bank") would like to identify gaps in services, solutions to those gaps, and funding resources to implement those solutions. Further, the Land Bank aims to update its objectives and performance measures to ensure ongoing and relevant progress in advancing its mission. Ultimately, the Land Bank aims to generate community vibrancy, economic opportunity, and safer neighborhoods by addressing vacant, blighted, and underutilized properties. However, the ways in which the Land Bank targets, plans for, and implements this work can change over time as local needs and contexts shifts. As such, the Land Bank is seeking the services of a consultant to develop a multi-year organizational plan to guide investments and priorities into the future.

II. Scope of Services and Compensation

Project Management

Our team will convene and facilitate a virtual meeting of key Land Bank representatives to develop a project charter that sets clear management expectations. This includes roles and responsibilities of team members, project management protocols, a finalized schedule of meetings and deliverables, identification of key stakeholders, and other elements identified to make the project a success. MRB Group Project Manager, Tracy Verrier, will be the primary point of contact on the consultant side and will provide project progress updates to and coordinate scheduling with the Land Bank team.

We also recommend creating a small project committee that will help to review documents and guide the strategy development. We recommend that this committee include two key Land Bank staff members, the Chair or other key member of the Land Bank Board, and one or two representatives from key community partner organizations. We would plan to have up to three virtual meetings with this project committee throughout the engagement.

Review of Existing Programs & Capacities

Early in the planning process, MRB Group will review any existing documents that are relevant to the Land Bank's mission and operations. This could include program overviews, project plans, strategic plans, policies, data, and other documents from the Land Bank, partners, local communities, or the state necessary to help shape our understanding of current conditions. During this process, we will inventory partners and existing programs to get a sense of organizational and community capacity for Land Bank related activities.

Stakeholder Engagement

In addition to the project committee, MRB Group will coordinate and facilitate an in-person organizational planning workshop with the Board of Directors. The purpose of this workshop would be to gather input from the Board and identify their priorities. MRB Group will also virtually attend one additional meeting with the Board to present the final deliverable.

In addition to the Board workshop, MRB Group will conduct up to three virtual interviews or roundtable discussions with key community partners or stakeholders, such as the Community Advisory Panel and Local Officials. The purpose of these interviews would be to gain a more in-depth understanding of specific topics or themes that arise from the project committee and Board.

Plan Production & Finalization

MRB Group understands that lengthy, technically worded plans often lead to challenges in building buy-in and implementation. As such, MRB Group will provide a short, digestible operational plan outlining describing your current resources and activities, where there are gap/opportunities, and how the Land Bank should move forward to fill those gaps and capitalize on opportunities. This will be informed by known best practices from elsewhere in the State.

Once complete and content is approved, the report will be designed to provide a unique and attractive planning document for the Land Bank to share with partners and the community.

Total Proposed Compensation..... \$13,950.00

This proposal assumes that all of MRB Group's activities, with the exception of the organizational planning workshop with the Board of Directors, will be conducted remotely via phone, email, and videoconferencing, and thus only includes budget for travel and in-person attendance at the workshop.

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client and, if approved by the Client, would be charged on a time-and-expenses basis at our standard rates. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work.


IV. Standard Terms and Conditions

Attached hereto and made part of this Agreement are MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign below and return to me via email. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,


R. Michael N'dolo
Director of Economic Development


James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

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PROPOSAL ACCEPTED BY: BROOME COUNTY LAND BANK CORPORATION		
_____	_____	_____
Signature	Title	Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS
ECONOMIC DEVELOPMENT SERVICES**

A. TERMINATION

Either party may terminate this Agreement with seven days' written notice if the other party fails to materially perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is so terminated, the client shall promptly pay to MRB Group Engineering, Architecture, Surveying, D.P.C. ("MRB") for (a) services performed prior to the date of such termination, based on MRB's reasonable estimate for the portion of work completed, plus (b) all reasonable costs incurred by MRB in connection with such termination. If, prior to termination of this Agreement, the client directs MRB to suspend or abandon any work, the client shall promptly pay MRB for services performed prior to receipt of such notice from the client.

B. INSURANCE

MRB agrees to procure and maintain, at its sole expense, such insurance policies as are customary in the industry.

C. INDEPENDENT CONTRACTOR

The parties agree that MRB is an independent contractor, and will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

D. SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment absent such consent shall be void. This Agreement shall be binding on each party's successors, executors, administrators and assigns.

E. INVOICES AND PAYMENT

The client will pay MRB for services in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All payments are due within 30 days after receipt of the applicable invoice. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If the client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against the client and without thereby incurring any liability to the client, elect to terminate performance hereunder upon ten (10) days prior written notice to the client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, the client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. The client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

F. INDEMNITY

The client will require any contractor and subcontractors performing the work to hold the client and MRB harmless and indemnify and defend the client and MRB and their respective officers, employees and agents from all claims arising from client's use of the services, except to the extent arising from MRB's negligence or willful misconduct.

G. LIMITATION OF LIABILITY

IN NO EVENT WILL MRB BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY MRB, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. MRB'S LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TO MRB BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

H. MISCELLANEOUS

The Agreement may be amended or modified only with the written consent of both parties. The rights and remedies set forth herein shall be in addition to all other rights and remedies available at law or equity. The Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in the federal courts or the courts of the State of New York, with a venue in Monroe County, New York, and the parties hereby irrevocably waive all jurisdictional defenses and irrevocably consents to the personal jurisdiction of such courts.