

**TROY COMMUNITY LAND BANK
RESOLUTION TO ENTER INTO A REVISED CONTRACT FOR
PROGRAM MANAGEMENT SERVICES WITH SEAT**

A regular meeting of the Troy Community Land Bank Corporation (the “TCLB”) was convened pursuant to and was in all respects duly held pursuant to Governor’s Executive Order 202.1 (2020) permits the board to consider the use of telephone conferencing, “to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor’s Executive Order 202.1 (2020) on January 27, 2021 at 8:30 am o’clock local time, local time.

The meeting was called to order by the Chair of TCLB and, upon roll being called, the following members of the Agency were:

PRESENT:

Heather King	Chair
Suzanne Spellen	Vice-Chair
Elbert Watson	Member
Andrew Cooper	Member
Jeanette Nicholson	Member
John Cubit	Member
John Carmello	Member
Krystina Marable	Member
Patricia Reilly	Member

WHEREAS, the Troy Community Land Bank (Land Bank) sought proposals for Program Management Services by RFP; and

WHEREAS, in response thereto, the Social Enterprise And Training Center, Inc. (SEAT) has submitted a proposal to render the requested Program Management Services; and

WHEREAS, the Land Bank, through its Executive Director, has accepted the Proposal of the SEAT to provide the aforesaid services; and

WHEREAS, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto not to exceed \$70,000 per year on or about September 6, 2019; and

WHEREAS, the Land Bank and Seat wish to amend the Program Management Services Agreement to include additional services and timeframe for performance

NOW, THEREFORE, BE IT RESOLVED by the Troy Community Land Bank Corporation that:

1. The Revised Program Management Services Agreement to be performed by SEAT for the benefit of the Land Bank is awarded and approved; and
2. This Resolution shall take effect immediately.

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

Heather King	Chair	VOTING	<u>Y</u>
Suzanne Spellen	Vice-Chair	VOTING	<u>Y</u>
Elbert Watson	Member	VOTING	<u>Abstain</u>
Andrew Cooper	Member	VOTING	<u>Y</u>
Jeanette Nicholson	Member	VOTING	<u>Y</u>
John Cubit	Member	VOTING	<u>Y</u>
John Carmello	Member	VOTING	<u>Y</u>
Krystina Marable	Member	VOTING	<u>Y</u>
Patricia Reilly	Member	VOTING	<u>Y</u>

The foregoing Resolution was thereupon declared duly adopted unanimously meeting the requirements of the Land Bank's bylaws requiring a majority of the Board approving this resolution.

SCHEDULE A

**REVISED MASTER AGREEMENT
BETWEEN THE TROY COMMUNITY LAND BANK
AND THE SOCIAL ENTERPRISE AND TRAINING CENTER, INC.**

**REVISED MASTER AGREEMENT
BETWEEN THE TROY COMMUNITY LAND BANK
AND THE SOCIAL ENTERPRISE AND TRAINING CENTER, INC.**

THIS AGREEMENT is made by and between the Troy Community Land Bank, organized under the laws of the State of New York, acting by and through its Chairman and Executive Director, with a principal office at 200 Broadway, Suite 701, Troy, New York 12180 (hereinafter, the “TCLB”), and the Social Enterprise and Training Center, Inc. (hereinafter “SEAT”) a corporation, with its principal office at 131 State Street, Schenectady, 12305 (hereinafter, the “Contractor”) and supersedes any previous contracts between the parties.

WITNESSETH:

WHEREAS, the TCLB ‘s mission is to redevelop vacant, abandoned and under-utilized properties through community partnerships and strategic planning. Our goal is to encourage economic growth, long-term sustainability and new opportunities for all of Troy’s residents and businesses so that we can build stronger neighborhoods and enjoy a greater quality of life; and

WHEREAS, the TCLB has heretofore requested proposals for Administrative Management Services (hereinafter, the “Services”) to be rendered to TCLB; and

WHEREAS, in response thereto, Contractor has submitted a proposal with estimates to render the requested Services (hereinafter called the “Proposal”); and

WHEREAS, the TCLB has accepted the Proposal of the Contractor to provide the aforesaid Services; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully integrated agreement with respect thereto.

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

ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, the Response Proposal to the RFP and the Land Bank Grantee Agreement between the Troy Community Land Bank Corporation and the Enterprise Community Partners, Inc., 01/10/2017, which are incorporated herein and made a part hereof in its entirety by reference; and the response to the RFP/RFQ, which is incorporated herein and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter) and attached hereto as Schedule B.

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement and Land Bank Grantee Agreement between the Troy Community Land Bank Corporation and the Enterprise Community Partners, Inc., 12/18/2019; 2) the RFP; 3) the response to the RFP.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 SEAT shall provide a Schedule of Services, a copy of which is attached hereto as Schedule A.

ARTICLE III. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the TCLB agrees to pay and the Contractor agrees to accept payment as follows:

Not to Exceed Seventy-Thousand Dollars (\$117,000) in Year I (2019- 20)

Not to Exceed Seventy-Thousand Dollars (\$117,000) in Year 2 (2021-22)

Per the hourly pricing terms on Schedule A

ARTICLE IV. PAYMENT

Additional Payments shall be made to the Contractor by the TCLB on a net thirty (30) basis upon the Contractor's submission of invoice(s), plus any supporting documentation, to TCLB's principal office location, attention to: Anthony Tozzi, Troy Community Land Bank, 200 Broadway, Suite 701, Troy, New York 12180. The invoice is subject to acceptance by the TCLB. Payment shall be in the form of a bank check and will be mailed to the Contractor's principal office.

ARTICLE V. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for the project period, unless terminated sooner as provided herein.

ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the TCLB or the Contractor as follows:

6.1.1 The TCLB may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to TCLB-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally,

the TCLB may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the TCLB may determine.

6.1.2 The Contractor may terminate this Agreement if the TCLB is substantially in breach of it.

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

ARTICLE VII. ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE TCLB; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES

7.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the TCLB without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Legal Consultant, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.

7.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

7.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the TCLB for services completed prior to the cancellation or termination shall be paid to the Contractor.

ARTICLE VIII. PROHIBITION OF CONTRACT ASSIGNMENT

8.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the TCLB.

8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the TCLB. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the TCLB may deem necessary or appropriate.

ARTICLE IX. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the TCLB and the TCLB shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE X. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its TCLB-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE XI. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled "Iranian Energy Sector Divestment." By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE XIII. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the TCLB, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

ARTICLE XIV. INSURANCE COVERAGE

- 14.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the TCLB, insurance policies of the kinds and in the amounts provided in the Schedule “C” attached hereto and made a part hereof. The insurance policies shall name the TCLB as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the TCLB.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the TCLB with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the TCLB. The Contractor shall also provide the TCLB with updated Certificates of Insurance prior to the expiration of any previously issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the TCLB. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the TCLB may declare this Agreement suspended, discontinued or terminated.

14.3 All insurance required shall be primary and non-contributing to any insurance maintained by the TCLB. The Contractor shall ensure that any TCLB-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each TCLB-approved subcontractor shall furnish the TCLB with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

ARTICLE XV. NO WAIVER OF PERFORMANCE

Failure of the TCLB to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the TCLB's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE XVI. ADDITIONAL WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the TCLB of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the TCLB.

The terms of this contract apply to any additional work that Contractor may undertake for the TCLB. Any additional work shall be outlined in an attached addendum signed by both parties.

ARTICLE XVII. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XVIII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE IX. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE X. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE XI. GOVERNING LAW AND LEGAL ACTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Rensselaer. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

ARTICLE XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE XXIV. MODIFICATION

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

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

Troy Community Land Bank

DATED: _____

BY: _____

Anthony Tozzi
Executive Director

Social Enterprise and Training Center

DATED: _____

BY: _____

Jennifer Lawrence
Executive Director

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

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Anthony Tozzi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Jennifer Lawrence personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Schedule A Scope of Services

Services shall be requested and approved by Land Bank Executive Director and SEAT shall perform those services as needed at the agreed upon rates below.

Construction Project Consulting/Management:

- Provide architectural plan review services, including review of existing (as built) drawings for potential residential and mixed-use stabilization, rehabilitation, renovation, and redevelopment properties.
- Conduct initial site inspection, walk-through and evaluation of existing structures (or sites) and report on findings.
- Provide recommendations to obtain additional professionals (engineers, hazardous testing / remediation firms, surveyors, etc.) for their assessments, evaluations and recommendations. Funding / payments for these professionals by others.
- Attend meetings and/or phone and video conferences to assist in redevelopment of potential properties.
- Assist Troy Community Land Bank as liaison between other design professionals, contractors in the redevelopment process.
- Provide general oversight to contractors as construction proceeds.
- Prepare quarterly program reports to be submitted to Grantor Enterprise Community Partners.

Preliminary Construction Cost Estimating:

- Provide a Preliminary (Budgetary) Construction Cost Estimate to be compiled using the CSI format with descriptions, quantities and assumptions in a comprehensive construction cost report. The estimate and corresponding progress schedule will be provided in the Excel format only and only one hard copy will be provided. The time frame for this deliverable cost estimate is approximately three weeks from the receipt of all requested information, contingent upon workload and/or mutually agreed schedule. Any change in the proposed scope of work as shown on the sketches / drawings/ narratives may result in an increase to this proposed fee.
- Reconciliation of estimates with architects, engineers and other design professional, including contractors, sub-contractors and vendors are not part of this proposal and will be negotiated separately.
- Additional Construction Cost Estimates for Schematic, Design Development or Construction Document Phases are to be negotiated separately and not part of this proposal.

- Prepare market analysis to develop a post-construction projection of property value.
- Prepare a financial proforma to delineate pre-construction, construction, immediate post-construction, and long-term financial analysis of construction projects.

General Planning and Consultation:

- General planning and development services including business planning, opportunity analysis, structural analysis for rehab/demolition determination, and housing construction costs break down.

Marketing/ Website Maintenance:

- Services related to web content and digital presence needed to ensure compliance with applicable grantor, legal, policies of the Troy Community Land Bank.

Administrative Support:

- Assist in the preparation of varied reports on an as-needed basis, as requested by the Troy Community Land Bank.

Grant Writing:

- SEAT will utilize the appropriate grant writers to research and assist in preparing applications as needed by Troy Community Land Bank based on need and expertise.

Community Liaison Position: Hiring and Management

- SEAT will recruit, hire and train an employee to hold the position of Community Liaison. The Community Liaison shall have the duties outlined further on the attached job description Schedule C.
- SEAT shall require a weekly report and summary of duties performed by the community liaison and shall submit quarterly summaries to the Land Bank.

Property Rehab oversight

- SEAT shall perform regular inspections of all properties sold by the Land Bank having an enforcement Note and Mortgage requirement pursuant to the schedule outlined in the Land Bank's Enforcement Policy
- SEAT shall obtain written reports from property owners as required by the Enforcement Policy
- SEAT shall provide the Land Bank with monthly status reports pertaining to all properties being monitored for compliance with the Land Bank's Enforcement Policy.

Pricing:

Construction Consultation and Project Management	\$100.00/hr
General Planning and Consultation	\$100.00/hr
Website Maintenance	\$35/hr
Administrative Support	\$60.00/hr
Grant Writing	\$75.00- \$125.00/hr
SEAT Center Executive Staff Time	\$875 per month

Community Liaison position

*Annual Salary, benefits, all overhead
and equipment costs not to
exceed \$47,000

Schedule B

Community Liaison

Job Description

At SEAT Center we are committed to excellence in the experience our students, staff, partners and guests. We are seeking a highly motivated professional to fill the role of Community Liaison. This position is responsible for developing and implementing a plan to communicate Troy Community Land Bank (TCLB) opportunities with racially and ethnically diverse communities.

Roles and Responsibilities:

- Develop a method to reach out to diverse communities and increase the number of racial and ethnically diverse property buyer applicants.
- Drafts and distributes/publishes various content pieces that promote TCLB opportunities.
- Implement tracking survey of owners purchasing property from TCLB to identify racial, ethnic, and socioeconomic demographics.
- Develop and implement a plan that improves participation and enrollment from the Minority and Women Owned Business Enterprises (MWBE) population.
- Create an inventory of resources from other community-based organizations in the Capital Region.
- Prepare reports, policy documents, and meeting minutes.
- Develop an inventory of resources available by various CBOs in the region such as education, training, assistance, grants/loans, etc.
- Develop and implement a plan to provided varied information in non-English Languages. The overall objective is to convert and/or create multi-lingual information and communications to break down barriers for individuals where English is not their dominate language.
 - TCLB documents
 - Website audio
 - Meeting minutes
 - Translation services

The successful candidate will possess:

- A minimum of a bachelor's degree or other related field or commensurate relevant experience.
- A minimum of 2 years' experience or relevant area.
- Demonstrated knowledge and experience working with diverse communities.
- The ability to communicate clearly and effectively both verbally and in writing with a diverse population.
- A strong ability to be flexible, adapt to changing situations, meet deadlines, and work under pressure.
- Excellent organizational skills.
- Prior community rehabilitation experience is preferred but not necessary.

SCHEDULE C

INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. Workers' Compensation and Employers' Liability coverage in form and amounts required by law.

The TCLB shall be named as an additional insured on the policies required by subparagraphs (A and B) above.