



Request for Proposals

**Derelict Properties and Brownfields Inventory
and Acquisition Strategy**

Issue Date: February 16, 2023

Deadline: March 16, 2023 at 2:00 p.m.

Livingston County Land Bank Request for Proposals

Derelict Properties and Brownfields Inventory and Acquisition Strategy

Purpose

The purpose of this RFP is to select a qualified Consultant (or team of Consultants) to assist the Livingston County Land Bank Corporation to identify blighted, at-risk properties and brownfields and those at risk for future blight in Livingston County and assist the Land Bank in establishing a prioritization process for acquiring properties and completing rehabilitation or demolition projects. The study area includes all of Livingston County, including its 17 towns and 9 villages.

Livingston County was awarded a \$100,000.00 grant from the New York State Homes and Community Renewal (HCR) Land Bank Initiative (LBI). It is anticipated that a portion of the HCR LBI funding will be used to pay for contracted services.

Minority, veteran and women-owned business are encouraged to respond to this RFP. The Livingston County Land Bank has established contract goals to award at least 20% of its work to minority-owned businesses and at least 10% to women-owned businesses.

A copy of the Grant Agreement between the Livingston County Land Bank and NYS Homes and Community Renewal is included in an appendix with this RFP.

Objectives of this Project

The objectives of the Derelict Properties Inventory and Acquisition Strategy are to:

- Formalize a methodology to identify and map blighted properties and brownfields
- Formalize a methodology to identify properties at risk for future blight
- Establish a property and project prioritization process
- Identify potential future partnerships, technical assistance and funding opportunities

Project Coordination

The Consultant will coordinate all project activities with the Livingston County Land Bank Corporation, which will serve as Project Manager. The Consultant will conduct meetings with the Livingston County Land Bank Board of Directors, as necessary. The Consultant must also be available for meetings with Livingston County Land Bank staff as necessary. Project management meetings may be in person or via teleconference.

Scope of Work

The following scope of work has been developed to meet the goals of this Derelict Properties and Brownfields Inventory and Acquisition Strategy in an efficient manner. The work described below should not be considered to represent a rigid structure for this project. It is expected that different tasks will take place concurrently. The consultant is encouraged to propose alternate strategies for consideration by the consultant selection committee. Creative strategies and solutions are encouraged.

TASK 1: Formalize Methodology to Identify and Map Blighted Properties and Brownfields

- a. The Consultant will define blighted properties and brownfields and develop a methodology for identifying different levels of blight (i.e. abandoned, under-utilized, etc.)
- b. The Consultant will develop a methodology to assist the Land Bank in identifying properties in Livingston County at risk of future blight
- c. The Consultant will conduct interviews and surveys of key stakeholders, including Code Enforcement Officers, Town Supervisors, Village Mayors, Banks, Lending Institutions, Fire companies, Land Bank Board Members and others identified by the Project Manager to identify blighted properties and brownfields in Livingston County
- d. The Consultant will develop a framework for analyzing the economic risk of degrading properties
- e. The Consultant will utilize ESRI GIS software to map blighted properties, brownfields and any neighborhood clusters

Deliverable: The Consultant will provide a Report on Blighted Properties and Brownfields, Stakeholder Interviews, and Economic Risk Framework. The report shall contain summaries of the stakeholder interviews, a map of the blighted properties, brownfields and neighborhood clusters, framework for identifying potential future blight and the economic risk framework.

TASK 2: Establish a Property and Project Prioritization Process

- a. The Consultant will develop a SWOT Analysis and create generalized ranking categories of properties. Criteria may include, but not be limited to property values, proximity to additional blight and zoning and land use regulations.
- b. The Consultant will develop a proposed process for ranking properties based on the generalized ranking categories identified during the SWOT Analysis.
- c. The Consultant will identify measures to ensure consistency between the provisions of the report and Livingston County Land Bank Policies.

- d. The Consultant will develop and map a proposed selection of top priority blighted properties and neighborhood clusters.

Deliverable: The Consultant will provide a Report on the Project Prioritization Process. The report shall contain the results of the SWOT analysis, proposed process for ranking properties and a map and list of proposed top priority blighted properties and neighborhood clusters.

TASK 3: Final Document and Presentation to Stakeholders

- a. The Consultant shall prepare a final Derelict Properties and Brownfield Inventory and Acquisitions Strategy Report and Executive Summary
- b. The Consultant shall prepare a PowerPoint presentation of the report and executive summary and present the project findings to the Livingston County Land Bank Board of Directors

Deliverable: The Consultant shall provide 10 paper copies and 1 electronic copy of: the Livingston County Land Bank Derelict Properties Inventory and Acquisition Strategy, the Executive Summary and 1 paper copy and 1 electronic copy of the Power Point presentation(s), 1 electronic copy of all GIS shapefiles and maps, and other presentation materials.

All surveys, reports, documentation and other deliverables shall be the sole property of the Livingston County Land Bank.

Preliminary Schedule

The preliminary schedule for the Study is outlined below. There is a total of seven months from the notice to proceed to project completion. The contract term may be renewed at the Livingston County Land Bank’s sole option. The renewal shall be on the same terms and conditions as set for in the specifications.

Thursday, February 16, 2023	RFP Release
Thursday, March 16, 2023– 2p.m.	Proposals Due
Monday, March 20, 2023	Interview with RFP Respondents (Optional)
Thursday, March 23, 2023	Selection of Contractor
Monday, April 17, 2023	Contract Commencement
September 1, 2023	Study Completed

Project Contact

If there are questions pertaining to this RFP, they must be received by **February 24, 2023** at **2:00 p.m.** and be sent in writing to the Livingston County Land Bank as follows:

Joe Gunther, Program Specialist
6 Court Street, Room 305
Geneseo, New York 14454
JGunther@co.livingston.ny.us

Responses to any questions will be made in writing and will be posted on the Livingston County Land Bank's website. It will be the responsibility of the consultant to check the website for answers to questions and new information.

Submittal of Proposal for Consultant Services

SEALED PROPOSALS for the "Livingston County Land Bank Derelict Properties and Brownfields Inventory and Acquisition Strategy" will be accepted at the **Livingston County Land Bank, 6 Court Street, Room 305, Geneseo, NY 14454** until **2 p.m.** on **March 16, 2023**. No fax or email submissions will be accepted.

The Consultant shall submit three (3) hard copies and one (1) electronic copy via USB drive of the proposal in full in envelopes and format required below

Required submissions:

The outside of the proposal package should be clearly marked "Livingston County Land Bank Derelict Properties and Brownfields Inventory and Acquisition Strategy". The package should contain two separate envelopes, as follows:

Envelope 1 (Technical Proposal)

The technical proposal must be enclosed in a separate sealed envelope marked "Technical Proposal" with the name of the Consultant shown on the outside.

1. Project approach – including proposed schedule, stakeholder participation process, proposed visits to Study Area.
2. Statement of qualifications/experience with similar projects.
3. Names, positions, and responsibilities of key personnel, including subconsultants, involved in the project, including resumes. The proposal should include a description of how the consultant plans to meet the MWBE requirements.
4. Three references, including contact names and telephone number and/or email address.
5. Target schedule, including time frames for the client's responsibilities. Schedule for Task Deliverables shall be provided.
6. Availability to meet with the Livingston County Land Bank staff for an interview if desired by the Land Bank on March 20, 2023, at a location in Livingston County.

Envelope 2 (Price Proposal)

The price proposal must be enclosed in a separate sealed envelope marked "Price Proposal" with the name of the Consultant shown on the outside.

1. Budget for the entire scope, and where applicable, disaggregated by component. Payments will be tied to Task deliverables that are considered complete and acceptable by the County.
2. Billing rate schedule.
3. The budget should clearly indicate MWBE expenses, as applicable.
4. Approximate budget for travel and other reimbursable expenses.

Proposal Evaluation Criteria

The criteria for selection of the firm may include, but not be limited to, the following:

Consultant(s) and Proposal(s) will be evaluated based on the following criteria:

- Proposal's ability to meet the purpose and intent of the Derelict Properties Inventory and Acquisition Strategy
- Firm's experience with similar projects and experience of personnel assigned to the work
- Prior work with Land Banks and housing organizations in New York State
- Quality and completeness of past projects
- Ability to complete all tasks within the allotted time
- Presentation skills
- Cost of services not to exceed price and cost effectiveness of proposal (Note: Payments must be tied to deliverables identified in the proposal)
- MWBE participation
- Proposal is in the best interest of the Livingston County Land Bank and its mission

The Livingston County Land Bank reserves the right to reject any or all proposals and to negotiate with any company submitting a proposal.

Respondent assumes the risk of any delay in the mail. Whether sent by Mail, Courier Service, or Personal Delivery, respondent assumes responsibility for having the proposal deposited on time at the location indicated in the Request for Proposals. Any proposals received after the designated time stated in the Request for Proposals will not be considered and will be returned to the respondent unopened. Incomplete proposals that do not address all of the requested components may not be accepted for review and consideration.

Equal Employment Opportunity (EEO) Policy Statement

- a) The Land Bank will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- b) All Consultant respondents to this RFP will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- c) At the request of the Land Bank's Grantor funding this project, the Land Bank shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- d) The hired Consultant shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Consultant and all subconsultant(s) shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- e) The Land Bank will include the provisions of sections (a) through (d) of this agreement in every contract in such a manner that the requirements of the subdivisions will be binding upon each contractor as to work in connection with the State contract.

LAND BANK INITIATIVE
GRANT AGREEMENT

AGREEMENT is made effective as of the 21st day of September 2022, by and between the Housing Trust Fund Corporation ("**Corporation**"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law, with an office at 38-40 State Street, Hampton Plaza, Albany, New York 12207 and Livingston County Land Bank Corporation ("**Recipient**"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York, having its principal place of business at 6 Court Street, Room 305, Geneseo, NY 14454.

WITNESSETH:

WHEREAS, pursuant to Chapter 53 of the Laws of 2022, and subject to the availability of funding provided therein, the Land Bank Community Revitalization Program ("**Program**") will provide funding for services and expenses of certain New York State Land Banks ("**Land Banks**") associated with assisting urban, suburban, or rural communities with facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in an approved service area.

WHEREAS, the Corporation shall enter into contracts, subject to the availability of funding, with Land Banks organized pursuant to Article 16 of the New York State Not-for-Profit Corporation law for the purposes of administering the Program.

WHEREAS, the Recipient applied to the Corporation for a grant to administer a Land Bank Community Revitalization Program in a specified area, as more fully described in Schedule A hereof.

WHEREAS, pursuant to the application, the Corporation has selected the Recipient to receive an award of Program funds to be used for eligible costs to complete the Program ("**Program Costs**") in an aggregate amount not to exceed **\$100,000** ("**Award**") for the Term and in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of the Program, this Agreement, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time, which the Recipient wishes to accept.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Contents of Agreement.

The following documents are attached or incorporated by reference into this Agreement as if fully set out herein:

- a) the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation;
- b) the Program requirements (as now in effect and as may be revised from time to time); and
- c) applicable New York State laws and regulations, as may be amended.

2. Scope of Work.

The Recipient shall complete the Program in accordance with its Application, which is incorporated herein by this reference, the approved Work Plan (attached Schedule A), as modified by the terms of this Agreement, or any subsequent amendment approved by the Corporation, and adhere to the Program Budget.

3. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twelve (12) months, commencing on the effective date of the Agreement and ending on September 20, 2023 ("**Term**"), unless

sooner terminated as provided for herein or otherwise extended by the Corporation. Any modification or amendment of the Term must be requested in writing and approved by the Corporation in writing.

4. Award Increases and Renewals.

The Corporation may, at its sole discretion, commit additional grant funds specifically for the continuance or expansion of Program activities. the Corporation may, at its sole discretion, and subject to available funding, approve up to two (2) twelve-month renewals of this agreement to provide up to a total of 36 months of funding.

5. Use of Funds.

Funds provided by the Corporation pursuant to this Agreement shall include operational expenses, including but not limited to staffing and office expenses necessary to plan and implement Land Bank work, office materials, rent, utilities, and legal/accounting/marketing costs; property maintenance for existing Land Bank inventory; the procurement of third-party technical assistance and support for capacity building and organizational development; predevelopment costs including, but not limited to, building feasibility studies, scope development, environmental reports, and any other eligible activity as determined by the Corporation.

6. Administrative Expenses.

The Recipient may use up to five percent (5%) of funds provided pursuant to this Agreement for approved administrative expenses.

7. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act (“SEQRA”) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors.

8. Equal Opportunity Requirements and Procedures.

The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of the New York State Executive Law Article 15-A and 5 NYCRR Parts 142-44 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be part of these requirements. The Recipient will promote and assist the participation of certified MWBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as Schedule B.

9. Records.

The Recipient, for the Term of this agreement and for a period of seven years from the end of such Term, shall maintain complete and accurate books, records, and other documents as shall be required under State and Federal law, rules, and regulations, and as may be requested by the Corporation, which shall reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the program. All such books, records, and other documents shall be made available for review, inspection, copying, and audit by the Corporation during normal business hours. All Program related contracts and documents must be maintained in the Recipient’s office and shall include, but not be limited to, the following:

- a) accounting records and supporting backup documentation;
- b) time records of all employees and consultants receiving salaries, wages, or compensation from funds provided pursuant to this Agreement;
- c) documentation of funded activities;
- d) insurance documentation;
- e) conflict of interest forms; consultant agreements;
- f) copies of contracts, Work Plan modifications, feasibility studies, work scope development, environmental

- reports; and
g) any other documents related to the Program, or the Corporation.

10. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such review may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: (a) the commencement of any investigation or audit of its activities by any governmental agency; or (b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or (c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Supporting Documentation.

All expenditures made from funds disbursed pursuant to this Agreement shall be supported by written bids, written contracts, billings, invoices, bank documents and any other documentation that the Corporation may request in order to establish that such funds have been used in accordance with the terms of this Agreement and the Corporation's applicable rules, regulations, policies and procedures as amended from time to time.

14. Disbursement.

- a) The Recipient shall request disbursement of funds under the Agreement only for eligible costs, pursuant to Schedule A. In-kind services are not eligible for reimbursement. The Corporation shall have no obligation to make disbursements for ineligible costs.
- b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. Following execution of the Grant Agreement, Recipient may request up to twenty-five percent (25%) of the annual funding allocation. Requests for additional payments may be submitted quarterly or on a schedule to be determined by the Corporation. Release of additional funding will require supporting documentation and reporting on the use of prior funds. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension, or termination of the Recipient's funding under this Agreement. Each request for the release of funds shall:
- State the amount requested to be disbursed;
 - Be certified by an officer of the Recipient; and
 - Constitute an affirmation that the representations and warranties contained in Section 15 hereof remain true and correct on the date thereof.
- c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e., direct deposit, procedure. All disbursements paid to the Recipient shall be deposited in an account established by the Recipient in a bank authorized to do business in the State of New York and insured by the Federal Deposit Insurance Corporation. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of the agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be

necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

15. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- a) It is, as of the date hereof, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is duly authorized to enter into this Agreement and the transactions contemplated hereby.
- b) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or the Program.
- c) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- d) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- e) All construction, if any, heretofore performed in connection with the Program has been performed within the Service Area, identified in Schedule A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program, or any construction performed therewith (any of the foregoing a "Requirement" collectively "Requirements"), and with any restrictive covenants applicable to property acquired, managed or disposed of by the Land Bank, and that the intended repurposing of such property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- f) The information contained in the Application, this Agreement or otherwise previously provided to the Corporation by the Recipient (i) is true and correct in all respects and accurately represents the condition of the Program and of the Recipient as of the date hereof, and (ii) no material change has occurred in the condition of the Program or Recipient or the financial conditions of the Program or Recipient as of the date hereof.
- g) There is no default on the part of the Recipient under this Agreement or under any other agreement executed in connection with the Program or with any other program funded by New York State Homes and Community passage of time would constitute an Event of Default thereunder.
- h) This Agreement and all other agreements executed in connection with the Program will be, upon execution thereof, legal, valid and binding agreements enforceable against the Recipient in accordance with its terms.
- i) There are no outstanding or overdue payments owed for any taxes including but not limited to, workers' compensation and unemployment insurance in connection with the Program.
- j) It has obtained the managerial and technical capability necessary to undertake and perform the Program and the activities set forth in the Work Plan and Budget in a satisfactory manner.
- k) All Program activities will be performed within the approved Service Area, in accordance with the Work Plan and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program.
- l) The Work Plan and any other information contained herein or heretofore provided to the Corporation by the Recipient (i) is true and correct in all respects and accurately represent the condition of the Program and of the Recipient as of the respective date thereof, and (ii) no material change has occurred in the condition of the Program or Recipient or the financial conditions of the Program or Recipient since the respective dates thereof.
- m) All contracts entered into by the Recipient for any services to be paid for, in whole or in part, with the Award, are in accordance with all applicable laws, rules and regulations.

16. Covenants of the Recipient.

The Recipient covenants as follows:

- a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by a governmental authority.
- b) It will cause all terms and conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- c) It will, upon demand, correct any defect or departure from the Program, or departure from **Schedule A**, not approved in writing by the Corporation. The disbursement of any Award funds shall not constitute a waiver of

the Corporation's rights to require compliance, or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.

- d) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.
- e) It will cooperate with the Corporation to assure the satisfactory completion of the Program.
- f) It will promptly complete all forms and reports as may be required by the Corporation and/or the State of New York.

17. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and any other persons. The Recipient shall provide the Corporation with insurance certificates for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, fidelity bond/crime coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee and certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

18. Contract Supervision.

The services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation which may periodically call meetings which Recipient shall attend.

19. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all the purposes of the Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

20. Default.

- a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may in its discretion exercise any of the remedies set forth herein or at law; provided, however, the Corporation may make any payments after the occurrence of an Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment.
- b) The following shall constitute an Event of Default hereunder:
 - i) If the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program rules, regulations, policies, procedures and guidelines established by the Corporation.
 - ii) If at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading; or
 - iii) If the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.
- c) Upon the occurrence of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one remedy shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in

equity.

- i) Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days prior written notice of its intent to terminate.
 - ii) Commence a legal or equitable action to enforce performance of this Agreement;
 - iii) Withhold or suspend payment of the Award; or
 - iv) Exercise any corrective or remedial action, including but not be limited to advising the Recipient to cease incurring costs for the Program, or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner, or for an unauthorized purpose in violation of this Agreement.
- d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless otherwise consented to in writing by the Corporation, any unspent Award held by the Recipient shall be immediately returned to the Corporation and the Corporation shall have no further liability or obligation under this Agreement; provided, however, nothing contained herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award or use of the Award in violation of this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the portion of the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

21. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against all claims, actions, damages, losses, expenses and costs, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

22. Non-liability.

Nothing in this Agreement or arising out of the operation of the Program shall impose any liability on the Corporation, the State of New York or any of its agencies or subdivisions.

23. Subcontracts.

The recipients shall:

- a) Require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations.
- b) Adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations.
- c) Require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; and
- d) Remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake any portion of the Program.

24. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

25. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on it

herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegate ("**Assignee**"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall insure to the benefit of the successors and permitted assigns of the parties hereto.

26. Notice.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed effective as of the date it is personally delivered or sent by certified mail, return receipt requested. Such written communications shall be delivered or mailed to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party. Notice of such change of address shall be deemed to have been given the date it is received.

27. Third Party Beneficiaries.

Nothing contained in the Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties and their respective successors and permitted assigns any benefit, right or remedy of any nature under or by reason of this Agreement.

28. Miscellaneous.

- a) No action shall lie or be maintained against the State of New York, the Corporation or upon any claim based upon or arising out of this Agreement, or the work performed hereunder, or anything done in connection herewith, unless such action shall be commenced within six months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the extent permitted by law.
- c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agency designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- d) The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach hereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
- e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such sections.
- f) This Agreement, including the attached schedules, shall be governed by, construed, and enforced in accordance with the laws of the State of New York.
- g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- h) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.

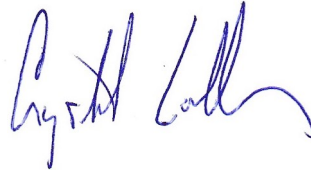
The following attachments are hereby incorporated into this Agreement and the parties shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

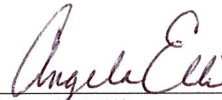
Housing Trust Fund Corporation



By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

Date: 10/14/2022

Livingston County Land Bank Corporation



By: _____
Name: Angela Ellis
Title: Executive Director

Date: 10/5/22

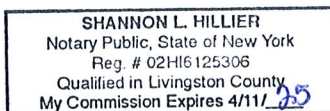
Acknowledgment

State of New York)
)ss.:

County of Livingston)

On the 4th day of October in the year 2022, before me, the undersigned notary public, personally appeared Angela Ellis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



Schedule A
Awarded Budget & Projected Accomplishments
Livingston County Land Bank Corporation
LBI Phase I

SHARS ID: 20220418

Award Budget

<u>Funding Source</u>	<u>Amount</u>
Land Bank Initiative Phase I	\$100,000
Other Sources	\$425,500

LBI Budget Detail

<u>Expenses</u>	<u>Amount Not to Exceed</u>
Personnel	\$20,000
OTPS	\$26,500
Property Maintenance	\$0
Technical Assistance	\$15,000
Pre-Development	\$38,500

Proposed Accomplishments

<u>Estimated</u>	<u>Homeownership</u>	<u>Rental</u>
Properties Acquired	7	0
\$ Grants Secured	\$1,000,000	\$0
\$ Private Funding Leveraged	\$0	\$0
# Vacant Lots Improved	1	0
# Properties Rehabbed	2	0
# New Buildings Constructed	0	0
# Essential Demolitions	2	0
# Rehabbed Properties Sold	1	0
# As-is Properties Sold	0	0
Properties Assisted with Pre-development Funding	0	0
Other:		

Schedule B

PARTICIPATION BY MINORITY GROUP MEMBERS, WOMEN AND SERVICE DISABLED VETERANS WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Executive Article 17-B and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 20% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687> and certified SDVOBs found online, here: <https://online.ogs.ny.gov/SDVOB/search>
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development’s assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
 - 1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed,

color, national origin, sex, age, disability or marital status.

2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver (Form PROC-3) documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts Utilization Plan determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract,

that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/land-bank-initiative>