
**GREATER SYRACUSE
PROPERTY DEVELOPMENT CORPORATION**

201 East Washington Street, Suite 500
Syracuse, NY 13202
Tel (315) 448-8177 Fax (315) 448-8705

To: Governance Committee
Greater Syracuse Property Development Corporation

From: Katelyn Wright

Date: August 22, 2012

Re: Governance Committee Meeting Agenda – August 29, 2012

The Greater Syracuse Property Development Corporation will hold a Governance Committee Meeting on **Wednesday, August 29, 2012 at 12:30 p.m.** in the Syracuse/Onondaga County Economic Development Office conference room at 333 W. Washington Street, Syracuse, NY 13202.

- I. Call to order**
- II. Roll Call**
- III. Proof of Notice** – attached p. 2
- IV. Minutes**
Approval of minutes from the July 27, 2012 Governance Committee Meeting – attached p. 3
- V. Old Business**
Procurement Guidelines – attached p. 6
- VI. New Business**
Defense and Indemnification Policy – attached p. 17
Travel Policy – attached p. 20
- VII. Other Business**
- VIII. Adjournment**

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Property Development Corporation**

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PLEASE POST

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PUBLIC MEETING NOTICE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

HAS SCHEDULED A GOVERNANCE COMMITTEE MEETING

FOR

Wednesday, August 29, 2012

AT 12:30 P.M.

IN

**WASHINGTON STATION
333 West Washington Street
Suite 130
Syracuse, NY 13202**

For more information, please contact Katelyn Wright at 315-448-8177 or kwright@ci.syracuse.ny.us.

**GREATER SYRACUSE
PROPERTY DEVELOPMENT CORPORATION**

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Minutes

Greater Syracuse Property Development Corporation
GOVERNANCE COMMITTEE MEETING
July 27, 2012, 12:30 p.m.
333 W. Washington Street, Suite 130
Syracuse, NY 13202

Members Present: Vito Sciscioli, Mary Beth Primo, Jim Corbett

Members Absent: None

Others Present: Katelyn Wright, Tom Babilon, Paul Driscoll, Andrew Maxwell, Lamont Mitchell, Shannon Jones, Ben Walsh

I. Call to order

Mr. Sciscioli called the meeting to order at 12:30 p.m.

II. Roll Call

Mr. Sciscioli acknowledged that all members of the Governance Committee were present.

III. Proof of Notice

Mr. Sciscioli noted that the public notice of the meeting had been timely and properly provided.

IV. New Business

Non-Discrimination Policy

Thomas Babilon noted that the Non-Discrimination Policy presented to the committee has already been reviewed by, and developed in consultation with Empire State Development. After some discussion, Mr. Corbett motioned to approve a resolution to forward the Non-Discrimination Policy to the Board of Directors for its adoption. Ms. Primo seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION TO FORWARD THE NON-DISCRIMINATION POLICY TO THE BOARD OF DIRECTORS FOR ADOPTION.**

Code of Ethics

Mr. Babilon explained that the Code of Ethics and Whistleblower Policy are pro-forma documents provided by the New York Authorities Budget Office. After some discussion, Ms. Primo motioned to approve a resolution to forward the Code of Ethics to the Board of Directors for its adoption. Mr. Sciscioli seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION TO FORWARD THE CODE OF ETHICS TO THE BOARD OF DIRECTORS FOR ADOPTION.**

Whistleblower Policy

There was some discussion of whether this document works with the existing capacity of the Greater Syracuse Property development Corporation, which does not yet have an ethics officer or human resource representative. After some

discussion it was suggested that “or any member of the Board of Directors” be added to the list of entities to whom land bank employees might report wrongdoing, given the current constraints of the organization. Ms. Primo motioned to approve a resolution to forward the Whistleblower Policy, as amended, to the Board of Directors for their adoption. Mr. Corbett seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION TO FORWARD THE WHISTLEBLOWER POLICY, AS AMENDED, TO THE BOARD OF DIRECTORS FOR ADOPTION.**

Mission Statement

Mr. Babilon explained that New York Public Authorities law requires that property dispositions be made in furtherance of the organization’s mission statement and that he had drafted this to be as broad as allowable. Ms. Wright and Andrew Maxwell suggested that the Mission Statement carefully differentiate between the goals and the mechanisms for achieving them, and perhaps not lead with the mechanisms, but lead with the objectives. Shannon Jones suggested attention might be called to the objectives with the phrase “in order to.” There was some discussion over whether “strengthen the economy” was too broad and did not highlight the other benefits of the land bank; “to improve the quality of life and the financial condition of the municipalities” were added. After some discussion, the draft was amended to read:

“To address the problems of vacant, abandoned, or tax delinquent property in the City of Syracuse and the County of Onondaga in a coordinated manner through the acquisition of real property pursuant to New York Not-For Profit Corporations Law section 1608 and returning that property to productive use in order to strengthen the economy, improve the quality of life, and improve the financial condition of the municipalities, through the use of the powers and tools granted to Land Banks by the Laws of the State of New York.”

Ms. Primo motioned to pass a resolution to forward the Mission Statement, as amended, to the Board of Directors for its adoption. Mr. Corbett seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION TO FORWARD THE MISSION STATEMENT, AS AMENDED, TO THE BOARD OF DIRECTORS FOR ADOPTION.**

Property Disposition Guidelines

Mr. Babilon explained that he’d drafted the disposition guidelines to be as permissive as legally allowable, but that the board could make them more restrictive if they so choose. Ms. Wright asked how this addressed the leasing of property and there was some discussion of the fact that a lease is considered a disposition of some interest in the property and that it would be subject to these guidelines as well. There was some discussion of whether the Greater Syracuse Property Development Corporation would have to honor any existing leases that were in place at the time of tax-foreclosure. Mr. Babilon informed the Committee that the GSPDC would have the right to move to evict any tenants. However, there was some discussion of how much less disruptive it would be to keep tenants in the property and that it would make properties easier to market with an existing rental stream. After some discussion, Mr. Corbett motioned to pass a resolution to forward the Property Disposition Guidelines to the Board of Directors for their adoption. Ms. Primo seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION TO FORWARD THE PROPERTY DISPOSITION GUIDELINES TO THE BOARD OF DIRECTORS FOR ADOPTION.**

V. Discussion

Procurement Guidelines

Mr. Babilon explained that these were drafted to include requirements from the Land Bank Act and Public Authorities Law, but that there were several items left to the Committee and the Board of Directors' discretion. After some discussion, Mr. Corbett motioned to table these until the committee has additional time to review them and other disposition guidelines against which to compare them. Ms. Primo seconded this motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY AGREED TO TABLE THIS ITEM TO ALLOW TIME FOR FUTHER CONSIDERATION.**

VI. Other Business

Mr. Walsh indicated that he'd received a New York Tax ID number for the corporation and gave the paperwork to Katelyn Wright to keep on file. The Committee asked Ms. Wright to also look into filing for 501(c)(3) status.

VII. Adjournment

Mr. Sciscioli motioned to adjourn the meeting. Mr. Corbett seconded the motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY AGREED TO ADJOURN THE MEETING AT 1:35 P.M.**

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

PROCUREMENT POLICY

I. INTRODUCTION

In accordance with New York Public Authorities Law § 2824(e), the Greater Syracuse Property Development Corporation (the "Land Bank"), is required to establish written policies regarding the procurement of goods and services.

II. DEFINITIONS

- A. "Land Bank"** shall mean the Greater Syracuse Property Development Corporation.
- B. "Board"** shall mean the Board of the Land Bank.
- C. "Members"** shall mean the members of the Board of the Land Bank.
- D. "Chair"** shall mean the Chair of the Board of the Land Bank.
- E. "Executive Law"** shall mean the New York State Executive Law as amended from time to time.
- F. "MWBE Division"** shall mean the division of minority and women's business development in the New York State department of economic development respecting
- G. "Procurement"** shall mean any agreement for the acquisition of goods or services of any kind.
- H. "Resolution"** shall mean a resolution of the Board.
- I. "State Contract"** shall mean:
 - i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the Land Bank is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing to be performed for, or rendered or furnished to the Land Bank or;
 - ii) a written agreement in excess of one-hundred thousand dollars (\$100,000.00) whereby the Land Bank is committed to expend or does expend funds for construction, demolition, replacement, major repair or renovation of real

property and improvements thereon. Solely for the purpose of providing the opportunity for meaningful participation by certified businesses in the performance of state contracts, state contracts shall also include leases of real property by the Land bank to a lessee where: the terms of such leases provide for the construction, demolition, replacement, major repair or renovation of real property and improvements thereon by such lessee; and the cost of such construction, demolition, replacement, major repair or renovation of real property and improvements thereon shall exceed the sum of one hundred thousand dollars (\$100,000.00).

III. DESCRIPTIONS OF SERVICES TO BE PURCHASED

Use of Contractors. It is the preference of the Land Bank that services needed by the Land Bank be performed by the Land Bank employees whenever feasible and economical and that, when Procurement Contracts are used, contractors be selected from as broad a spectrum of providers as is practical and contracts be awarded consistent with the quality of services required at fair and reasonable prices. Personal services contractors shall be used only when it has been determined by the Chair or the Executive Director that such service is necessary to the Land Bank and (1) that such service is not available from a Land Bank Employee, or (2) that the performance of such a service requires that it be undertaken by someone independent of the Land Bank, or (3) that use of an Land Bank Employee would not be cost effective. Personal services the Land Bank may require include but are not limited to:

- A. Advertising Services** – Services related to the listing or advertising of real properties or projects, or personal property that the Land Bank wishes to dispose of.
- B. Appraisal Services** – Services related to the appraisal of real property or personal property prior to disposition of said property and pursuant to new York Public Authorities Law § 2897.
- C. Architectural Services** – Consulting and design services
- D. Cost Estimator Services** – Services related to estimating the cost of rehabilitation of existing structures owned or to be acquired by the Land Bank and in need of rehabilitation.
- E. Deconstruction or Demolition Services** – Services related to the deconstruction, demolition, partial deconstruction or partial demolition of existing structures owned or to be acquired by the Land Bank.
- F. Construction, Repair, and Rehabilitation Services** – Services related to the development of real properties owned or to be acquired by the Land Bank including new construction, repair of existing structures, and rehabilitation of existing structures.
- G. Insurance** – Liability, property, workers' compensation, employee benefits and such

other insurance coverage as the Land Bank may require.

- H. Such other personal services** as the Chair or the Executive Director determine to be necessary.

IV. DESCRIPTIONS OF GOODS TO BE PURCHASED-

The types of goods the Land Bank requires includes but is not limited to goods of any kind as determined to be required by the Land Bank by the Chair or the Executive Director.

V. PROCUREMENT CONTRACTS

- A. Initial Determination** – The Chair, the Executive Director, or the Chief Financial Officer shall make an initial determination as to the estimated amount of a proposed Contract for the acquisition of goods or services of any kind.

- B. Selection of Procurement Contractors** – The Land Bank shall select procurement contractors in accordance with the following selection methods:

- 1. Solicitation of Informal Bids or Proposals** – Procurement contracts in the actual or estimated amount of no more than \$_____ may be awarded following an informal solicitation of bids or proposals from no fewer than three potential contactors. Contracts shall be awarded based on such reasonable criteria as the Land Bank shall devise.
- 2. Invitation for Bid** – Solicitation of price bids for specified goods or services, to be awarded to the lowest responsive and responsible bidder. Competitive bids are to be solicited when cost is of primary importance and the goods or services required are of a standardized nature that may reasonably be made the subject of fairly exact specifications. When using this method the Land Bank may reject any or all bids or waive any informality in a bid if it believes that the public interest will be promoted thereby. The land bank may also reject any bid if in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the bidder justifies such rejection in view of the work to be performed.
- 3. Request for Proposals** – Solicitation of specific proposals to be evaluated on the basis of best value, taking into consideration a variety of criteria including qualifications, proposed methodology, management capability and cost. RFP's should be utilized where cost is of relatively less importance in relation to other factors, services are less standardized and specifications less exact. Use of the RFP method may be followed by competitive negotiations with two or more proposers to secure further concessions with respect to both

quality and cost. When using this method the Land Bank may reject any or all proposals or waive any informality in a proposal if it believes that the public interest will be promoted thereby.

4. **Sole Source** – When there is only one source available for the required goods or services, the contract may be awarded without competitive procedures.
5. **Emergency and Critical Situations** – In the case of an emergency or a critical situation the contract may be awarded without competitive procedures. An emergency is an unanticipated occurrence beyond the control of the Land Bank that threatens the life, health, safety or welfare of any person or the continued use or function of the Land Bank's property. A critical situation is defined as a situation that impacts a significant Land Bank operation and requires immediate action.
6. **Single Source** – Where two or more vendors are capable of providing the required goods or services, the Land Bank may select a single vendor over others where the vendor or his product or services has unique or outstanding qualifications. Such qualifications may include past experience with a particular issue, familiarity with specific Land Bank operations, experience with similar projects undertaken for the Land Bank or for other agencies, demonstrated expertise, capacity and willingness to respond to the situation, or compatibility with other products utilized by the Land Bank.
7. **Experimental Projects** – Where the Land Bank wishes to test a new product or technology or to evaluate a new source for a product or technology, the Land Bank may award a contract without competitive procedures provided that the contract is limited to the purchase of such quantities as are necessary to conduct the experiment or test.

C. Special Requirements and Procedures for Procurement of Certain Services.

1. **Architectural, Engineering, Legal, Auditing or Accounting Services** – Such contractors must be New York State licensed and in good standing.
2. **Insurance** – Insurance contracts shall be awarded on the basis of the best proposal taking into account the cost of the premium, the breadth and cost effectiveness of the coverage and the ability of the broker and/or provider to meet the service needs of the Land Bank.
3. **Advertisement Requirements for Competitive Source Selection**
Methods-The Land Bank may utilize advertisements in appropriate newspapers or trade journals, direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with the policy of these guidelines, including those related to minority and women-owned business enterprises.

4. Required Approvals.

- a. Procurement Contracts in an actual or estimated amount the amount of **\$0.00 to _____** may be entered into on behalf of the Land Bank, by the Executive Director at their discretion, and without the necessity of Board approval.
- b. Procurement Contracts in an actual or estimated amount of \$_____ - \$_____ may be entered into on behalf of the Land Bank, by the Executive Director or another Land Bank representative or employee as designated by Resolution, upon documented telephone quotations from at least three vendors (if available), or written or fax quotations from at least three vendors (if available), and a grant of authority of the individual contracting on behalf of the Land Bank as indicated by a Resolution of the Board without necessity of the Board's approval of the actual contract or the terms therein.
- c. Procurement Contracts in an actual or estimated amount of \$_____ - **\$10,000.00** may be entered into on behalf of the Land Bank upon written or fax quotations from at least three vendors (if available) and approval of the terms of the contract by Resolution of the Board.
- d. Procurement Contracts in an actual or estimated amount of greater than **\$10,000.00** may be entered into after approval by the Board upon the award of contract after a formal solicitation of bids, award of a contract after the completion of a formal request for proposals, if the contracting third party is a Single Source, pursuant to an Experimental Project of the Land Bank, or in case of a Critical or Emergency Situation.

5. General Requirements

- a. Regardless of the dollar amount thereof, procurement contracts involving services to be rendered over a period in excess of one year must be approved by resolution of the directors and reviewed annually by the directors.
- b. Pursuant to Not-For Profit Corporations Law § 1617 Procurement Contracts in an amount greater than **\$10,000.00** for construction, demolition, renovation, or reconstruction shall not be awarded except to the lowest bidder, who in the Board's opinion, is qualified to perform the work required, and is responsible and reliable.
- c. All Procurement Contracts over _____ shall be in writing and shall be executed by such officer or officers of the Land Bank as are designated by Resolution of the Board.

- d. Any determination to pursue a non-competitive source for a Procurement Contract over _____ must be supported by a written report setting forth the reasons for such determination and must be reviewed and approved by the Board by Resolution.
- e. Every Procurement Contract shall be approved by the Land Bank's Counsel prior to execution for compliance with these guidelines and all applicable laws.
- f. Any Resolution required by this section shall:
 - Identify the contract with a brief description of its substance;
 - Specify why board action is needed;
 - Identifies the method of solicitation and the method used to select the contractor and briefly describes the reasons supporting the award; and,
 - Specify the estimated or actual cost to the Land Bank.

VI. PROMOTION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.

It is the goal of the Land Bank to award a fair share of Procurement contracts to Minority Business Enterprises and Women's Business Enterprises. It is also the Land Bank's goal to award Procurement contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment. The following procedures shall be followed:

- A. For all Procurement Contracts, bidders shall be encouraged to include with their bids or RFP responses separate proposals which would demonstrate how their selection will achieve the goals of this section, such as proposals for joint ventures with, or set-asides for, Minority Business Enterprises.
- B. The Empire State Development maintains a list of certified Minority and Women Owned Businesses by name and area of expertise and each individual responsible for soliciting bids and proposals for the Land Bank shall rely on the Empire State Development's list, consult the list and contact appropriate minority and women owned businesses to encourage them to submit bids or RFP responses. Upon request, the list shall be supplied to each prospective contractor.
- C. In selecting a bidder where a minority or women owned business has been identified, due consideration shall be given to the goals of the Land Bank in selecting the bidder.

D. State Contracts

1) Required Contract Provisions

- a) **As Required Pursuant to Executive Law § 312** – All State Contracts, all documents soliciting bids or proposals for State Contracts, and every subcontract between the contractor of a State Contract and its subcontractors for the State Contract shall contain or make reference to the Following provisions:
- i) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - ii) At the request of the contracting agency, the contractor 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 contractor's obligations herein.
 - iii) The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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

Except that:

The provisions of this section D(1) shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate or distinct from the state contract as expressed by its terms and they shall not apply to any employment outside this state or application for employment outside this state or solicitations or advertisements therefore, or any existing programs of affirmative action regarding employment outside this state and the effect of contract provisions required by this section shall be so limited; and,

The Land bank shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity and whether the imposition of the requirements of this section duplicate or

conflict with any such law and if duplication or conflict exists, the Land Bank shall waive the applicability of this section to the extent of such duplication or conflict.

- b) As Required Pursuant to Executive Law § 313** – State Contracts for construction, demolition, major repair or renovation of real property and improvements thereon shall include:
- i) Provisions requiring contractors to make a good faith effort to solicit active participation by enterprises identified in the directory of certified businesses provided to the Land Bank by the division of minority and women’s business development in the New York State Department of Economic Development; and
 - ii) Requiring the parties to agree as a condition of entering into the contract, to be bound by the provisions of §316 of the New York State Executive Law; and
 - iii) Requiring the contractor to include the provisions set forth in (i) and (ii) above in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with the State Contract.

Except that:

The Land bank shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity and whether the imposition of the requirements of this section duplicate or conflict with any such law and if duplication or conflict exists, the Land Bank shall waive the applicability of this section to the extent of such duplication or conflict.

- c) As Required Pursuant to Executive Law § 316-A** – The land bank shall include a provision in all State Contracts providing that any contractor who willfully and intentionally fails to comply with the minority and women-owned participation requirements of this article 15-A of the Executive Law as set forth in the State Contract shall be liable to the Land Bank for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach as determined by the Land Bank’s Counsel. Should the Land Bank chose to proceed against a contractor for breach of contract as provided for in this section, the Land bank shall be precluded from seeking enforcement pursuant to Executive Law § 316
- 2) Copies to be provided** – Pursuant to § 315(2) of the Executive Law, the Land Bank shall provide to all prospective bidders for a State Contract, a current copy of the directory of certified businesses, and a copy of the regulations required pursuant to §§ 312 and 313 of the Executive law at the time bids or proposals are solicited.

- 3) **Waivers** – In compliance with Executive Law § 313(6) where it appears that a contractor cannot, after a good faith effort, comply with the minority and women-owned business enterprise participation requirements set forth in a particular state contract, a contractor may file a written application with the Land Bank requesting a partial or total waiver of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements together with an explanation of the efforts undertaken by the contractor to obtain the required minority and women-owned business enterprise participation. In implementing the provisions of this section, the contracting agency shall consider the number and types of minority and women-owned business enterprises located in the region in which the state contract is to be performed, the total dollar value of the state contract, the scope of work to be performed and the project size and term. If, based on such considerations, the contracting agency determines there is not a reasonable availability of contractors on the list of certified business to furnish services for the project, it shall issue a waiver of compliance to the contractor. In making such determination, the Land Bank shall first consider the availability of other business enterprises located in the region and shall thereafter consider the financial ability of minority and women-owned businesses located outside the region in which the contract is to be performed to perform the state contract.
- 4) **Monitoring** – In compliance with Executive Law § 315(1), the Land Bank shall monitor state contracts under its jurisdiction, and recommend matters to the MWBE Division respecting non-compliance with the provisions of article 15-A of the Executive Law so that the MWBE Division may take such action as is appropriate to insure compliance with the provisions of article 15-A, the rules and regulations of the director of the MWBE Division issued pursuant to Article 15-A and the contractual provisions required pursuant to article 15-A.
- 5) **Reports** – In compliance with Executive Law § 315(3) the Land Bank shall report to the director of the MWBE Division with respect to activities undertaken to promote employment of minority group members and women and promote and increase participation by certified businesses with respect to state contracts and subcontracts. Such reports shall be submitted periodically, but not less frequently than annually, as required by the director of the MWBE Division, and shall include such information as is necessary for the director to determine whether the contracting agency and contractor have complied with the purposes of article 15-A of the Executive Law, including, without limitation, a summary of all waivers of the requirements of Executive law §§ 313 (6); 313(7) allowed by the contracting agency during the period covered by the report, including a description of the basis of the waiver request and the rationale for granting any such waiver. The Land Bank shall also include in such report whether or not it has been required to prepare a remedial plan, and, if so, the plan and the extent to which the Land Bank has complied with each element of the plan.
- 6) **Goals** – In all State Contract Procurements the Land Bank shall set MWBE goals

for contracts made directly or indirectly to minority and women-owned business enterprises, in accordance with the findings of the 2010 disparity study, to attempt to achieve the following results with regard to total annual Procurement in regards to State Contracts:

- a) construction industry for certified minority-owned business enterprises: fourteen and thirty-four hundredths percent (14.34%);
- b) construction industry for certified women-owned business enterprises: eight and forty-one hundredths (8.41%) percent;
- c) construction related professional services industry for certified minority-owned business enterprises: thirteen and twenty-one hundredths (13.21%) percent;
- d) construction related professional services industry for certified women-owned business enterprises: eleven and thirty-two hundredths percent (11.32%);
- e) non-construction related services industry for certified minority-owned business enterprises: nineteen and sixty hundredths percent (19.60%);
- f) non-construction related services industry for certified women-owned business enterprises: seventeen and forty-four hundredths percent (17.44%);
- g) commodities industry for certified minority-owned business enterprises: sixteen and eleven hundredths percent (16.11%);
- h) commodities industry for certified women-owned business enterprises: ten and ninety-three hundredths percent (10.39%);
- i) overall agency total dollar value of procurement for certified minority-owned business enterprises: sixteen and fifty-three hundredths percent (16.53%);
- j) overall agency total dollar value of procurement for certified women-owned business enterprises: twelve and thirty-nine hundredths percent (12.39%); and
- k) overall agency total dollar value of procurement for certified minority and women-owned business enterprises: twenty-eight and ninety-two hundredths percent (28.92%).

VII. CONTRACT PROVISIONS

- A. Mandatory Provisions** – Procurement Contracts required to be in writing, other than those memorialized solely by purchase order shall state the cost of the goods or compensation for the services, and shall detail the goods to be provided or the scope of

services to be performed, the time for provision or performance, and where appropriate, any permitted use of Land Bank supplies, facilities or personnel. These Contracts shall further state the timing of payment, the pre-conditions for receiving payment from the Land Bank, the duration of the contract, procedures for termination of the contract and any other provisions the Land Bank's counsel deems necessary or appropriate for each particular contract. These contracts shall be signed by an authorized representative of the contractor with an appropriate acknowledgement of the signature affixed thereto.

- B. Insurance** – Procurement Contracts which require contractors to perform services on premises owned or controlled by the Land Bank shall require proof of Workers' Compensation and proof of liability insurance naming the Land Bank as additional insured and shall provide that the contractor indemnifies the Land Bank for the negligent acts and omissions of the contractor's employees. When appropriate and at the discretion of the Board these contracts may further require the contractor to provide proof of environmental pollution insurance.

VIII. MISCELLANEOUS PROVISIONS

- A. Powers of Amendment** –Any modification or amendment of these guidelines may be made by a supplemental Resolution adopted at any duly constituted meeting of the Board; provided, however, that no such modification or amendment shall abrogate the rights and duties of existing Land Bank contracts, the terms of which were established pursuant to these guidelines or to previously existing guidelines for personal services contracts.
- B. No Recourse Under These Guidelines** – No provision of these guidelines shall be the basis for any claim based on these guidelines against any member, officer or employee of the Land Bank or the Land Bank itself.
- C. Provisions Required By Law** – These guidelines are hereby deemed to include any provision required by law to be included herein.

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

DEFENSE AND INDEMNIFICATION POLICY

Section 1. Indemnification.

(a) The Greater Syracuse Property Development Corporation (hereinafter the "Corporation") shall indemnify to the fullest extent now or hereafter permitted by law each person involved in, or made or threatened to be made a party to, any action, suit, claim or proceeding, arbitration, alternative dispute resolution mechanism, investigation, administrative or legislative hearing or any other actual, threatened, pending or completed proceeding, whether civil or criminal, or whether formal or informal, and including an action by or in the right of any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether profit or non-profit (any such entity being hereinafter referred to as an "Enterprise"), and including appeals therein (any such process being hereinafter referred to as a "Proceeding"), by reason of the fact that such person, such person's testator or intestate:

(i) is or was a member or officer of the Corporation, or (ii) while serving as a member or officer of the Corporation, is or was serving, at the request of the Corporation, as a director, officer, or in any other capacity, of any other Enterprise, against any and all judgments, fines, penalties, amounts paid in settlement, and expenses, including attorneys' fees, actually and reasonably incurred as a result of or in connection with any Proceeding, or any appeal therein, except as provided in subparagraph (b) below.

(b) No indemnification shall be made to or on behalf of any such person if a judgment or other final adjudication adverse to such person establishes that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled. In addition, no indemnification shall be made with respect to any Proceeding initiated by any such person against the Corporation, or a member or officer of the Corporation, other than to enforce the terms of this Indemnification Policy, unless such Proceeding was authorized by the Members of the Corporation. Further, no indemnification shall be made with respect to any settlement or compromise of any Proceeding unless and until the Corporation has consented to such settlement compromise by resolution of the Board.

(c) Written notice of any Proceeding for which indemnification may be sought by any person seeking indemnification shall be given to the Corporation along with an original copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the service of any such papers upon the person seeking indemnification, or within 10 days upon the notice of any pending Proceeding by such person seeking indemnification whichever is earlier. The Corporation shall then be permitted to participate in the defense of any such Proceeding or, unless conflicts of interest or position exist between such person and the Corporation in the

conduct of such defense, to assume such defense. In the event that the Corporation assumes the defense of any such Proceeding, legal counsel selected by the Corporation shall be acceptable to such person. After such an assumption, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred unless such expenses have been expressly authorized by the Corporation. In the event that the Corporation participates in the defense of any such Proceeding, such person may select counsel to represent such person in regard to such a Proceeding; however, such person shall cooperate in good faith with any request that the same counsel be utilized by the parties to any Proceeding who are similarly situated, unless to do so would be inappropriate due to actual or potential differing interests between or among such parties. Any dispute with respect to representation of multiple parties by a single counsel, or the amount of legal expenses, or the reasonableness of attorney's fees shall be resolved by the court upon motion, or by way of special proceeding.

(d) In making any determination regarding any person's entitlement to indemnification hereunder, it shall be presumed that such person is entitled to indemnification, and the Corporation shall have the burden of proving the contrary.

Section 2. Advancement of Expenses.

Except in the case of a Proceeding against a member or officer specifically approved by the Members of the Corporation, the Corporation shall, subject to Section 1 above, pay all expenses incurred by or on behalf of a member or officer in defending any Proceeding in advance of the final disposition of such Proceeding. Such payments shall be made promptly upon receipt by the Corporation, from time to time, of a written demand of such person for such advancement together with an undertaking by or on behalf of such person to repay any expenses so advanced to the extent that the person receiving the advancement is ultimately found not to be entitled to indemnification for part or all of such expenses.

Section 3. Rights Not Exclusive.

The rights to indemnification and advancement of expenses granted by or pursuant to this Indemnification Policy: shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any person seeking indemnification under this policy in accordance with State or Federal statutory or common law.

The benefits under this as set forth in this policy shall supplement and be available in addition to, any other rights which may be granted by or pursuant to any statute, common law, charter, by-law, resolution of Members or by agreement it shall further be deemed to constitute contractual obligations of the Corporation to any member or officer who serves in a capacity referred to in Section 1 at any time while this Indemnification Policy is in effect and shall continue to exist after the repeal or modification of this Indemnification Policy with respect to events occurring prior thereto and shall also continue as to a person who has ceased to be a member or officer and shall inure to the benefit of the estate, spouse, heirs, executors, administrators or assigns of such person.

It is the intent of this Indemnification Policy to require the Corporation to indemnify the persons referred to herein for the aforementioned judgments, fines, penalties, amounts paid in settlement, and expenses, including attorney's fees, in each and every circumstance in which such indemnification could lawfully be permitted by express provisions of by-laws or by law, and the indemnification required by this Indemnification Policy shall not be limited by the absence of an express recital of such circumstances.

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

TRAVEL POLICY

Purpose & Applicability

This policy furnishes the requirements for obtaining reimbursement of authorized and necessary travel expenses incurred in the pursuit of Corporate business. These guidelines apply to members of the Corporation, staff employed directly by the Corporation, and officers of the Corporation when travel costs are directly reimbursed by the Corporation.

Requirements

Prior notice of at least ten (10) days must be given to the Chairman of the Corporation for any travel expenses for which reimbursement is or will be requested. A Statement of Travel Purpose and Expenses form signed by the individual shall be included with the notice and submitted in advance to the Chairman of the Corporation. Travel on behalf of the Corporation must be approved by the Chairman before any trip is taken.

Travel Expenses

Reimbursable expenses are considered to be those which are actual, necessary, and reasonable. The Corporation will reimburse members and employees for these expenses provided that the travel was approved by the Chairman prior to the trip being taken, and all required supporting documentation is presented with the reimbursement request.

A. Registration fees associated with meetings and conferences are reimbursable. These fees may be paid in advance of the event if required. When a Corporation member or employee pays a registration fee a receipt must be presented at the time of reimbursement.

B. Transportation should be arranged in the most economic manner possible. Air travel should be by coach or economy accommodations and made in advance to take advantage of lower fare rates.

C. Privately owned vehicle mileage reimbursement is authorized when travel is performed in the pursuit of Corporation business and the conditions of the travel, including the convenience of Corporation members, make it either economical or equal to the cost of a common carrier. A car rental fee may prove to be more economical than reimbursement for mileage on privately owned vehicles, and shall be used if it results in a lower expense to the Corporation. Reimbursement of rental cars will be limited to the full size rate or lower. When privately owned vehicles are used, the mileage reimbursement rate will be at a rate allowed by the IRS. The rules of reason and necessity will be applied to travel routes.

D. Reimbursements for parking and tolls incurred on Corporation business will be allowed when receipts are provided to substantiate the charges.

E. Lodging rates must be actual and supported by an itemized, paid bill for reimbursement. If sales tax exemption applies (New York State), then a completed Tax Exemption Certificate must be presented when the employee registers. Reimbursement will not be made on sales tax paid.

F. Meal rates will be on a per diem basis unless restricted by other laws or regulations, or reimbursed as part of a conference or seminar up to a maximum per diem rate of \$46.00. The per diem rate in Washington, D.C. and New York City will be based on the United States General Services Agency (GSA) per diem meal and incidental rates posted on its web site (www.gsa.gov). Other “major” cities will be considered for such indexed meal reimbursements on a situational basis.

Daily Maximum per Meal – Outside Washington D.C. and New York City

The Corporation will reimburse meals as follows:

Leave before 7:00am or return after 8:00am, breakfast will be allowed at an allowance of \$7.00

Leave before 11:30am or return after 2:00pm, lunch will be allowed at an allowance of \$11.00

Leave before 6:00pm or return after 7:00pm, dinner will be allowed at an allowance of \$23.00

The above rates include gratuity and applicable taxes.

Meals associated with a conference or seminar can be reimbursed over the per diem rate provided that a flyer, brochure, or itinerary from the conference is attached as supporting documentation stating the cost of the meal, and the employee provides a paid receipt. This also applies to conferences and seminars that are held within Onondaga County.

Per diem rates for meals included in the registration fee and/or provided as part of a conference or seminar will not be reimbursed.

G. Tipping for meal service is included for in the per diem. Tipping for any activity or service rendered may not be claimed.

H. Telephone and postage charges relating to official business will be reimbursed provided a statement is furnished showing the service was rendered, as well as the date of service.

I. Non-reimbursable expenses include laundry, valet service, entertainment, alcohol, or personal items.

Submission for travel reimbursement shall be in written form and include the claimant’s name, the date each item of expense was incurred and the places between which travel was performed, and a short explanation as to the purpose of the travel.

Except for meals, whenever receipts are available, claimant must provide them.