

RESOLUTION NO. 14 OF 2012

The Greater Syracuse Property Development Corporation met in Regular Session at 333 West Washington Street, Syracuse, New York, on September 11, 2012, at 12:30 P.M.

The meeting was called to order. Upon the roll being duly called, the following members were:

PRESENT: Mary Beth Primo, Daniel Barnaba, James Corbett, Vito Sciscoli, and Dwight L. Hicks.

ABSENT:

The following Resolution was offered and duly seconded, to wit:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF SYRACUSE TO PROVIDE CERTAIN SERVICES TO THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

WHEREAS, Not-for Profit Corporation Law § 1606 allows for the Greater Syracuse Property Development Corporation (hereinafter the "Corporation") to contract with the City of Syracuse (hereinafter the "City") to allow for the City to provide services to Corporation; and

WHEREAS, the City desires to provide legal and organization services to the Corporation as described in the proposed contract attached to this resolution as Appendix "A" (hereinafter the "Contract"); and

WHEREAS, the Members of the Corporation have received the Contract, have had the opportunity to review the terms and conditions of the Contract and the services to be provided to the Corporation by the City under the Contract, and have made recommendations of amendments to the Contract which have been incorporated into the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Corporation that:

1. The Corporation is hereby authorized to enter into the Contract with the City; and,
2. The Chair of the Corporation is authorized to execute the Contract on behalf of the Corporation.

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

Yes: Mary Beth Primo, Daniel Barnaba, James Corbett, Vito Sciscoli, and Dwight L. Hicks.

No:

The foregoing Resolution was thereupon duly adopted.

APPENDIX "A"

AGREEMENT FOR SERVICES

This AGREEMENT made as of the ____ day of _____, 2012 by and between the CITY OF SYRACUSE, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202, (hereinafter "the City") and the GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION, having offices at 201 East Washington Street, Syracuse, NY 13202 (hereinafter the "Land Bank").

WITNESSETH

WHEREAS, it is the intention of the City of Syracuse to provide legal and organizational services to the Land Bank to allow for the Land Bank to operate prior to the Land Bank becoming fully capitalized and to assist the Land bank to address the problems of vacant, abandoned or tax delinquent real properties in the City of Syracuse during this period of capitalization; and

WHEREAS, this agreement is made pursuant to section 1606 of the Not-For-Profit Corporations Law, Section 4.14 of the Intermunicipal agreement dated March 27th 2012 between the City of Syracuse and the County of Onondaga, and Article V Section 9 of the Bylaws of the Land Bank; and

WHEREAS, the Common Council has authorized this agreement pursuant to Ordinance # ____-2012, adopted on _____, 2012 and the City wishes to provide the services contained herein pursuant to said Council authorization.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Land Bank agree as follows:

ARTICLE 1. Services

Section 101- Legal Services: The City shall provide to the Land Bank the use of one or more Attorneys (hereinafter referred to as the "Attorney") from the City of Syracuse Department of Law. The Attorney shall represent the Land Bank and shall be directed by and report to the Board of the Land Bank (hereinafter the "Board") in regards to all Land Bank matters. The Attorney shall provide transactional and organizational legal services for the Land Bank as directed by the Board, including but not limited to:

- 1) Prepare policies and procedures for the Board and ensure legal compliance therewith.

- 2) Prepare Resolutions of the Board for general and special meetings
- 3) Review, prepare, and amend contracts, deeds, forms, and other legal documents for the Land bank.
- 4) Provide legal opinion to the Land Bank, the Board Members, and employees of the Land Bank in regards to the actions, policies, transactions and proposals of the Land Bank.
- 5) Other legal services as requested by the Board.

The Attorney shall not perform litigation services under the terms of this agreement. Legal services for the prosecution or defense of any legal claim shall not be provided for and are specifically excluded from the services to be provided under the terms of this agreement.

Section 101 - Organizational Services: The City shall provide to the Land Bank the use of one or more persons (hereinafter referred to as the "Coordinator") from the City of Syracuse Bureau of Planning and Sustainability and/or the City of Syracuse Department of Neighborhood and Business Development. The Coordinator shall report to the Board and shall provide the following services at the direction of the Board:

- 1) Receive and relay general correspondence to the Board or its Members.
- 2) Send Correspondence as authorized or directed by the Board.
- 3) Supervise the Maintenance of a temporary website for the Land Bank.
- 4) Under the Direction and authorization of the Secretary of the Land Bank (hereinafter the "Secretary") prepare and post Public Notice as required for Meetings of the Board of the Land Bank, and the various committees of the Board.
- 5) Prepare agendas for meetings of the Board, or Committees of the Board.
- 6) Under the Direction and authorization of the Secretary, keep or hold on behalf of the Secretary all official meeting minutes, resolutions, contracts, and other documents of the Land Bank.
- 7) Plan and budget the Land Bank's start up, overhead and operating costs.

- 8) Plan for the acquisition, disposition, assembly, and holding of real property by the Land Bank.
- 9) Plan and budget for the maintenance, management, improvement, and marketing of the real property owned or to be owned by the Land Bank.
- 10) Coordinate efforts between City and County Governments.
- 11) Coordinate outreach to neighborhood and community groups and the City of Syracuse Land Bank Citizens Advisory Board.
- 12) Other administrative, planning, and policy development services as directed by the Board.

ARTICLE 2. Term

Section 201. This agreement shall commence as of June 29th 2012 and shall terminate on December 31, 2012 unless otherwise extended by the parties.

Section 202. The Land Bank and the Mayor of the City of Syracuse may extend this contract upon mutual agreement with regards to all or some of the services provided by the City for a period of time not to exceed six months.

ARTICLE 3. Consideration

Section 301. The Land Bank agrees to pay to the City the sum of one dollar (\$1.00) and other good consideration for the services to be provided to the Land Bank under the provisions of this contract.

ARTICLE 4. General Provisions

Section 401. Indemnity and Defense

The Land Bank shall indemnify, hold harmless, protect, and defend (with counsel approved by the City's Corporation Counsel) the City of Syracuse, its employees, officers, servants, agents, and representatives from and against any and all liability, damages, cost or expense including but not limited to reasonable attorney fees and court costs arising from injury or death to persons, damage to property or claims against the City arising from or caused by any act, or failure to act of any employee of the City of Syracuse in regards to the services provided under the terms of this agreement.

This Section 401 shall not be construed so as to impose personal liability upon any Board Member, Employee, or Officer of the Land Bank to indemnify or defend the City or to pay damages related to the Land Bank's failure to indemnify or defend the City pursuant to this section.

Section 402. Termination

Either party may terminate this contract upon thirty days written notice to the other party. Such termination shall not be deemed a breach of contract and neither party shall have any cause of action or basis for damages in relation to a termination pursuant to this section.

Section 403. Amendment & Extension of this Agreement

This Agreement may only be amended by a written instrument signed by the Mayor of the City of Syracuse and approved by the City's Corporation Counsel, approved by resolution of the Board of the Land Bank and approved by Counsel of the Land Bank. No extension of any term of this agreement shall be for greater than six months without the approval of the Common Council of the City of Syracuse.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 404. Governing Law

This Agreement shall be governed by the law of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law including but not limited to the Charter of the City of Syracuse.

Section 405. Third Party Beneficiaries

The services of this Agreement are for the benefit of the Land Bank and the City only. Neither this Agreement nor any service rendered hereunder shall give rise to, or shall be deemed to or construed so as to confer, any right, claim or cause of action of any other party as a third party beneficiary or otherwise.

Section 406. Stipulation

The Land Bank stipulates that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law, is interested in, or will

derive income from, or is a party to, this Agreement.

Section 407. Waiver

Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

Section 408. Laws

The Land Bank, its agents and employees, shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 409. Conflicts of Interest

The Land Bank acknowledges that the Attorney and the Coordinator will be primarily employed by the City of Syracuse during the term of this agreement and that there is a potential that conflicts may arise in the performance of their dual duties or upon the direction of those duties by either the City or the Land Bank.

The Land Bank further acknowledges that the City in providing these services does so as a convenience to the Land bank and that the Attorney and the Organizer have a primary responsibility and duty to act in the best interest of their employer, the City.

If a conflict or potential conflict does arise in regards to the services provided by the Attorney, the Attorney shall immediately disclose the conflict or potential conflict to the Chair of the Corporation, to the Corporation Counsel of the City of Syracuse, and to the full Board of the Land Bank at the next available meeting.

If a conflict or potential conflict does arise in regards to the services provided by the Organizer the Organizer shall immediately disclose the conflict or potential conflict to the Chair of the Corporation, to the Director of Planning and Sustainability or the Commissioner of the Department of Neighborhood and Business Development of the City of Syracuse, and to the full Board of the Land bank at the next available meeting.

Upon learning of a conflict or potential conflict, the Board of the Land Bank may 1) waive any conflict that may be waived, 2) hire, retain, or assign persons to perform the duty, action, or work that initiated the conflict, to eliminate the conflict, or 3) terminate this agreement.

The Mayor on behalf of the City shall have the authority to waive any conflict that may be waived upon a determination by the Mayor that waiver of such conflict will be in the best interest of the City.

If a potential conflict arises that would not allow for the Organizer or the Attorney to continue to perform services for the Land Bank while under the employment of the City, the Organizer or the Attorney (as the case may be) shall perform no further services for the Land Bank, and shall specifically be relieved from performing any further services for the Land Bank under the terms of this agreement.

CITY OF SYRACUSE

Attest:

By: _____
Stephanie A. Miner, Mayor

John P. Copanas, City Clerk

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

By: _____
Vito Sciscioli, Chair

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2012 before me personally came Stephanie A. Miner, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Stephanie A. Miner further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of her, the said Stephanie A. Miner, Mayor.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this ____ day of _____, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Vito Sciscioli personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

I, the undersigned, Dwight L. Hicks, Secretary of the Greater Syracuse Property Development Corporation, DO HEREBY CERTIFY:

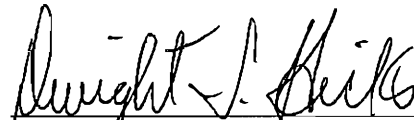
That I have compared the foregoing extract of the minutes of the meeting of the Greater Syracuse Property Development Corporation including the resolution contained therein, held on the 11th day of September 2012, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Greater Syracuse Property Development Corporation and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Greater Syracuse Property Development Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Greater Syracuse Property Development Corporation present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Greater Syracuse Property Development Corporation this 30 day of NOVEMBER, 2012.



Dwight L. Hicks, Secretary