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TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

MEMO

To: The Honorable Town Board
From: Tina M. Hawthorne, Town Attorney
Date: October 1, 2019
Subject: WNY Law Center Agreement

Please see the attached proposed Agreement with the Western New York Law Center for certain professional services to remediate vacant properties and engage community members in foreclosure prevention initiatives. Kindly adopt the attached resolution and authorize the Supervisor to execute the Agreement.

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RESOLUTION

WHEREAS, recent national financial trends have increased instances of foreclosure and vacant properties; and

WHEREAS, the Town has an interest in remediating vacant properties and supporting foreclosure prevention initiatives within its borders; and

WHEREAS, the Law Center offers a variety of professional and technical programs to assist the Town with its remediation and prevention initiatives; and

WHEREAS, grant funds were made available to local governments for such services as part of a settlement between a financial institution and the State of New York; and

WHEREAS, the Town has obtained grant funds and desires work with the Law Center to provide services to remediate vacant properties and engage community members in foreclosure prevention initiatives.

NOW THEREFORE, be it resolved that the Town Board of the Town of West Seneca authorizes the Supervisor to execute the Professional Services Agreement Between the Town of West Seneca and the Western New York Law Center for certain professional services to remediate vacant properties and engage community members in foreclosure prevention initiatives.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF WEST SENECA AND
WESTERN NEW YORK LAW CENTER**

THIS AGREEMENT, entered into this ___ day of _____, 2019, by and between the Town of West Seneca, New York (the "Town"), a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1250 Union Road, West Seneca, New York, and the Western New York Law Center, Inc. (the "Law Center") with offices at 237 Main Street, Suite 1130, Buffalo, NY 14203.

WHEREAS, recent national financial trends have increased instances of foreclosure and vacant properties; and

WHEREAS, the Town has an interest in remediating vacant properties and supporting foreclosure prevention initiatives within its borders; and

WHEREAS, the Law Center offers a variety of professional and technical programs to assist the Town with its remediation and prevention initiatives; and

WHEREAS, grant funds were made available to local governments for such services as part of a settlement between a financial institution and the State of New York; and

WHEREAS, the Town has obtained grant funds and desires work with the Law Center to provide services to remediate vacant properties and engage community members in foreclosure prevention initiatives.

NOW THEREFORE, the Town and the Law Center, for and in consideration of the mutual promises and undertakings herein set forth, agree as follows:

1. SERVICES TO BE RENDERED; FIXED COST & INCENTIVE BASED

1.1 Services of the Law Center: The Law Center agrees to provide services to the Town as set forth in Exhibit A of this Agreement.

1.2 Monthly Reports: The Law Center shall provide the Town with a monthly report of its services as set forth in Exhibit B, and at the request of the Town, shall meet with its representatives to review ongoing initiatives and progress. The Law Center shall also provide invoices monthly setting forth its basis for compensation set forth in paragraph 1.3.

1.3 Compensation: The Town shall pay the Law Center as follows:

- a.) \$43,103 in the first year of this Agreement, in three equal installments due as of October 31, 2019, November 30, 2019 and December 31, 2019
- b.) \$72,007 in the second year of this Agreement, payable in 12 monthly installments
- c.) \$34,890 in the third year of this Agreement, payable in 6 monthly installments

2. COMMENCEMENT; TERM

2.1 Commencement Date: Performance of Services shall begin on July 1, 2019.

2.2 Term: The Term of this Agreement shall be from July 1, 2019 through June 30, 2021.

3. PERSONNEL

3.1 Personnel: The Law Center represents that it has, or will secure at its own expense, all professionally qualified personnel required to perform the services outlined in this Agreement.

3.2 Status as Independent Contractor: The Law Center and its personnel shall not be employees of the Town for any purpose. The Law Center shall have sole responsibility to employ, supervise and pay such employees, professionals, subcontractors and subconsultants as are necessary for the efficient performance of this Agreement. Under no circumstances shall the Town be responsible for any employee, professional, principal, subcontractor or subconsultant of the Law Center for the payment of wages, fees, taxes, withholding, workmen's compensation, unemployment insurance, or any other form of remuneration that would signify an employer/employee relationship between the Town and the Law Center or any employee, professional, principal, subcontractor or subconsultant of the Law Center.

4. TERMINATION FOR CAUSE

4.1 Events of Default: Any one or more of the following acts or omissions by The Law Center shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- a. Failure to maintain the records required hereunder or to permit access;
- b. Failure in the performance of any of its obligations set forth in Exhibit A or a default in any of the other covenants and conditions of this Agreement;

4.2 Termination: Upon the occurrence of any Event of Default, the Town shall thereupon provide written notice to the Law Center at the above address. In the event that the Law Center fails to cure such default within sixty (60) days of its receipt of written notice, then the Town shall have the right to terminate this Agreement.

5. RECORDS AND AUDITS

The Law Center shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records shall be made available for inspection and audit purposes to the Town. The Law Center shall preserve all such records for seven (7) years after the expiration of this Agreement.

6. AMENDMENTS

The Town may request changes in the services to be performed hereunder by The Law Center. Such changes shall be mutually agreed upon by and between the Town and the Law Center and shall be incorporated in written amendments to this Agreement.

7. ASSIGNABILITY

The Law Center shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town.

8. WAIVER OF BREACH

No Waiver by the Town of its right to enforce any provisions hereof after any default on the part of the Law Center shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Law Center.

9. PAYMENT

Payment under Section 1 of this Agreement shall be made to the Law Center by the Town within forty-five (45) days of the Town's receipt of each invoice.

10. INDEMNIFICATION

The Law Center will defend, indemnify, save harmless and exempt the Town and its subcommittees and elected officials, its staff and all their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Law Center, its officers, agents, sub-consultants, servants, or employees: provided, however, that the Law Center shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Law Center, its offices, agents, servants and employees, or third parties.

11. SEVERABILITY

Should any provision in any section of this Agreement be found to be illegal or otherwise unenforceable, all other provisions and sections of this Agreement shall remain in full force and effect.

TOWN OF WEST SENECA

By: _____

Title: _____

WESTERN NEW YORK LAW CENTER, INC.

By: _____

Title: _____

EXHIBIT A

Part I - Six Month Narrative Report

Detailing whether and how the following goals were met, which deliverables were produced and the timeline for when those goals were met and deliverables were produced.

- a) At-Risk Homeowner Outreach and Retention
 - (1) Distribution of at least 500 brochures to the public - through outlets and in locations likely to reach at-risk homeowners.
 - (2) Outreach through direct mailing to at least 250 at-risk homeowners who have been identified pursuant to a plan
 - (3) Targeted outreach to at least 13 homeowners who have vacated or abandoned their homes.

- b) Vacant/Abandoned Properties Task Force
 - (1) Establish and set an agenda for the Task Force.
 - (2) Report on the accomplishments during the first six months.

- c) Create database of all vacant and zombie properties and coordinate efforts with the NYS Department of Financial Services (DFS) zombie registry.
 - (1) Select and purchase new software to track properties.
 - (2) Hire a consultant to create database and train staff in its use.
 - (3) Consultant to meet with town officials to review property database.
 - (4) Research and track mortgage foreclosures for one year- identify first 50.
 - (5) Maintain database with all zombies and vacant properties
 - (6) Produce a monthly report on the status and progress of each foreclosure case affecting a zombie property
 - (7) Research and track the ownership of vacant and abandoned properties.

Part II - Final Report

Detailing whether and how the following goals were met, which deliverables were produced and the timeline for when those goals were met and deliverables were produced.

- a) At-Risk Homeowner Outreach and Retention
 - (1) Distribution of a total of at least 1,000 brochures to the public - through outlets and in locations likely to reach at-risk homeowners.
 - (2) Outreach through direct mailing of a total of at least 500 at-risk homeowners who have been identified pursuant to a plan.
 - (3) Targeted outreach to a total of at least 25 homeowners who have vacated or abandoned their homes.

- (4) Summarize the effectiveness of the above initiatives, using LISC grant proceeds, to connect at-risk homeowners and displaced homeowners to foreclosure prevention assistance.
- b) Vacant/Abandoned Properties Task Force
- (1) Report on the accomplishments of the Task Force during the LISC grant period.
- c) Create database of all vacant and zombie properties and coordinate efforts with the NYS Department of Financial Services (DFS) zombie registry.
- (1) Consultant to meet with town officials to review property database.
 - (2) Research and track mortgage foreclosures for one year - identify 100.
 - (3) Maintain database with all zombies and vacant properties during the LISC grant period and report on how it has been used and whether and how it has aided with enforcement efforts.
 - (4) Summarize the status and progress of each foreclosure case affecting a zombie property during the LISC grant period.
 - (5) Summarize the results of researching and tracking the ownership of vacant and abandoned properties during the LISC grant period.

