

City of Rochester

Request for Proposals

Summer Growth and Development Program

Proposals to be received by 5:00 PM

4/22/2024

Submit Proposals to:

Isaac Bliss

Manager of Youth Services

Department of Recreation and Human Services

City of Rochester

57 St. Paul Street, Rochester, NY 14604

Isaac.Bliss@CityofRochester.Gov

REQUEST FOR PROPOSALS (RFP)

The City of Rochester (“City”) received a \$202.1 million dollar award from the Coronavirus State and Local Fiscal Recovery Fund established by the American Rescue Plan Act (“ARPA”). The City engaged the community for direct input on the use of ARPA funds to transform Rochester’s recovery from the pandemic, and used this input to develop a blueprint for allocation of funds. The City, is seeking partnering organization(s) to carry out summer programming that targets community youth ranging in age from 12 to 15, specifically guiding the youth community with useful skills they will need when seeking a job. This program will address the negative economic or public health impacts experienced from the pandemic. These programs will also help the level of job training in the youth community as a result of the pandemic. Selected organizations will provide participants with age appropriate programming that emphasizes social and emotional development in the workplace, leadership, job development, and financial literacy.

Up to \$60,000 in funds have been made available by the City for this purpose, and in insuring this RFP, the City intends to collaborate with multiple organizations that are working collaboratively that can provide these opportunities for growth and development of youth ages 12 to 15.

The Subrecipient must have all of the skills, experience and necessary equipment required to perform and teach the proposed job development, and financial literacy to the youth community as a result of the negative economic impact of the pandemic and shall have the ability to comply with all applicable State, Local, and Federal laws, rules, and regulations as required by the ARPA funding. Information relating to ARPA and the City’s current ARPA spending plan can be found here: www.cityofrochester.gov/ARPA

BACKGROUND

Data shared by school districts and the City of Rochester show that student interest, attendance, and performance in school begin to decline as students enter the 9th grade. This decline reaches its highest point with students who are entering the 10th grade. Reasons for this lack of interest and performance in school range from safety concerns to poor relationships with their peers and adults and negative economic or public health impacts from the pandemic. In addition to school related performance issues, youth between the ages of 12 to 15 are dealing with an increase in violent crimes, conflict in school and their communities during a time in their lives where they are the most susceptible to outside influences. The City recognizes the issues facing youth in this

community and seek to collaborate with agencies to provide programming through curricula that address social development, leadership, job development, financial literacy, and other skills to address the social and emotional needs of our youth. All services and programming will occur at City facilities. These programs will help the youth focus on life after school and will provide a path to work corroboratively in the workplace with their peers to help offset the negative effects from the pandemic.

As a part of this RFP process, each Subrecipient must complete an ARPA funding application, attached as **Appendix A**. This funding application will be made a part of, and considered in conjunction with, all Proposals submitted pursuant to this RFP, and serves to provide the City with the needed information to determine eligibility of proposed uses pursuant to ARPA. The selected Subrecipient(s) will be required to comply with the ARPA Final Rule, Treasury’s Guidance Document, and any pertinent local, state, and federal laws, and such compliance requirements will be identified in the final Subrecipient(s) Professional Services Agreement. The successful Subrecipient(s) will be required to follow any additional rules and procedures as established and implemented by the City. Once proposals are selected and approved by Council, the City will enter into a Professional Services Agreement or Contract agreement with the Subrecipient(s). An example PSA contract template is attached as **Appendix B**; this template only serves as an example of a City boilerplate. It is not the final agreement that the parties will execute.

TIMELINE

Activity	Time	Date
RFP Release	3:00 P.M.	3/28/2024
Deadline for questions	12:00 P.M.	4/11/2024
Response for questions submitted	5:00 P.M.	4/12/2024
Proposals due	5:00 P.M.	4/22/2024
Sub-recipient Selection and Notification; selections submitted to Council for approval	12:00 P.M.	4/26/2024
City Council Approval of Agreement	6:30 P.M.	6/20/2024
Agreement Start Date		7/1/2024

The dates shown above may be subject to change within the City of Rochester's sole discretion and upon written notification as set forth herein.

COMMUNICATIONS

All communications by parties who wish to indicate an intent to submit or have submitted a proposal in response to this RFP ("Subrecipient"), including any questions or requests for clarifications, submission of the proposal, requests for status updates about the proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, in writing, to the following City staff person ("City Contact"):

Isaac Bliss
Manager of Youth Services
Department of Recreation and Human Services
City of Rochester
57 St. Paul Street, Rochester, NY 14604
Isaac.Bliss@CityofRochester.Gov

No contact is permitted with any other City staff member with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Subrecipients have a clear understanding of the scope and requirements of this RFP, the City will collect written questions to the City Contact listed above. Questions and the responses will be sent via e-mail to all Subrecipients who have provided an e-mail address to the City Contact and will be posted on the City's web page for this RFP. The City's failure to timely respond or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Subrecipients informed about the RFP process. Notifications about Timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Subrecipients who have provided an e-mail address to the City Contact and will be posted on the City's website for this RFP. The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

PROPOSAL CONTENT

Per the ARPA Final Rule, the following are eligible and non-eligible entities to respond to this RFP:

Eligible: Not-for-profit organizations (501(c)(3)); community-based organizations; for-profit organizations; governmental agencies; faith-based organizations (providing non-religious violence prevention services)

Not Eligible: Individuals; faith-based organizations for religious-based services

The proposal should include the following information in the ordered specified:

- A. Scope of Work: (4 pages maximum)** A detailed narrative that explains the Subrecipient(s)' approach to the project. At a minimum, the scope of work narrative should include the following:
1. The scope of work narrative should speak to how the Subrecipient(s)' will provide programming that fits the following schedule:
 - a. The City expects that this program will last four weeks operating Monday, Tuesday, Wednesday, and Thursday from 10:00 am to 3:00 pm with four hours per day of instructional time. This program will serve up to 40 participants. These participants will be broken up into two equal groups of 20. Subrecipient will have two weeks (8 days) with group A before switching and providing the same curriculum for the same duration of time to group B
 2. One or more agency may be involved in the Project and collaborate to present one proposal. If there are more than one agency working on the Project, the roles and responsibilities of each agency must be clearly defined as well as a lead agency identified. This lead agency will be entering into a Professional Services Agreement or Grant Agreement with the City of Rochester and will be responsible for all reporting requirements
 3. How the Subrecipient(s)' will engage the youth during training services or programming
 4. The type of services or programming will be offered to the youth. A detailed outline of workforce development training topics will suffice
 5. Staffing patterns that are sufficient to provide instruction to 20 participants at a time. How the Subrecipient(s) plan to ensure that the youth are receiving quality programing/training
 6. The Subrecipient(s) must be willing and able to participate in all evaluation of the program, including frequent meetings with City staff
 7. Subrecipient(s) must be willing and able to comply with all reporting requirements and expectations
- B. Subrecipient(s)' experience: (2 pages maximum)** A detailed narrative that includes the Subrecipient(s)' related experience in the following:
1. Providing instruction to youth in social emotional development, leadership, job development, and financial literacy to combat the negative economic and public health impacts of the pandemic
 2. Culturally competent and culturally sensitive instructors who provide program oversight
 3. The resumes and experience of key staff who will work directly and indirectly with the youth
 4. Demonstrated ability to track, document, and report on results
 5. Data that shows the level of impact on youth who have participated in past, similar programming and the outcomes for the youth that resulted in participating in the program
- C. References:** 1-3 letter(s) from organizations and/or people that can speak to the impact that the Subrecipient(s)' programming and/or services have made on the youth that have participated in past, similar projects.
- D. Budget and Budget Narrative:** A detailed, itemized budget of no more than \$22,000 demonstrating how funds will be spent to accomplish the tasks to be provided for the City in connection with the Project, broken down into categories and specific expenses. The narrative should include the reason for the budget item and how the cost was calculated.
1. All funds obligated by December 31, 2024 and expended on eligible activities by September 30, 2026.
- E. ARPA Funding Application:** The lead agency must complete the ARPA funding application, hereto as **Appendix A**.

TERM

ARPA funds must be obligated by December 31, 2024, and expended on eligible activities by September 30, 2026. The City prefers a one year term with the option for one renewable one year term, so long as these deadlines can be accommodated. Failure to meet these deadlines will result in claw-back of funds by the U.S. Treasury.

CITY RESPONSIBILITIES

The City's role in the Project will be determined after acceptance of the successful Proposal. However, it should be noted that by accepting money as a Subrecipient of SLRF funds, the Subrecipient or Grantee becomes a fiduciary to the City, and shares in compliance and reporting responsibilities. As such, the City will, at a minimum, be responsible for assisting in compliance and reporting, and will work closely with the chosen Subrecipient or Grantee, with access to financials, review and approval of work plans and reports, and site visits as necessary as a means of monitoring implementation.

PROPOSAL PREPARATION AND SUBMISSION PROCESS

Proposals must be received by the City no later than **5:00pm** on **4/22/2024**. Please email proposals to the contact information below.

Isaac Bliss
Manager of Youth Services
Department of Recreation and Human Services
City of Rochester
Isaac.Bliss@CityofRochester.Gov

This RFP is designed to facilitate the evaluation and selection of social emotional development, leadership, job development, and financial literacy in the youth community because of the negative effects of the pandemic. The selection will be in conjunction with the Subrecipient that has the support services and programming providers that are best able to achieve the City's objectives. All pages shall be numbered and major sections and all attachments shall be referenced in the table of contents. In order to enable the City to effectively review the information contained in the proposals, proposals shall reference the numbered and lettered sections of the RFP. The response to each section shall be clearly indicated and addressed or an explanation provided for why the Subrecipient is not submitting a proposal for a specific section or requirement of the RFP.

Each proposal shall be signed by an individual authorized to enter into and execute contracts on the Subrecipient(s)' behalf. Unless otherwise specified in its proposal, Subrecipient represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Evaluation of proposals will be conducted by the City based on information provided in the Subrecipient's proposals and on such other available information that the City determines to be relevant. The evaluation of proposals may include an on-site assessment, meetings with authorized personnel, and may involve the use of a third-party consultant.

The Subrecipient(s) selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see **Appendix B**), the City's standard PSA form or in the alternative, depending on the nature of proposals received by the City, the City may determine that a Grant Agreement is preferable, in its sole discretion. The establishment of a PSA or Grant Agreement is contingent upon approval by City Council for all Agreements in excess of \$10,000 or for a period of more than one year and upon the availability of funds for such an agreement. Unless otherwise stated in the proposal, the Subrecipient's response to this RFP shall be deemed its acceptance of the terms of this PSA, if a PSA is utilized. (Note: Attention is directed to the City's Living Wage requirements and MWBE and Workforce Utilization Goals). By submitting a response to this RFP, however, it is expressly understood by the Subrecipient that, while the PSA boilerplate is a standard template, this particular project is funded with SLRF ARPA funds, and therefore the ultimate PSA or Grant Agreement to be signed by the parties will be significantly more complex, and terms may differ.

Professional Services Agreements resulting from this RFP are expected to commence on July 1, 2023 for a term of at least one year, with an option to renew for an additional one one-year period, but in no event will this funding source be available past December 31, 2026, when any remaining funds not spent will be due back to the U.S. Treasury. The possibility of renewal is based on Subrecipient or Grantee performance and also on availability of funds. It is also understood that all ARPA funds must be obligated by December 31, 2024.

Subrecipient shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Subrecipients to an interview to discuss their proposal. Any expenses resulting from such an interview will be the sole responsibility of the Subrecipient. The City is under no obligation to select any of the responding Subrecipients or to conduct the Project described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

The selection of a Subrecipient or Grantee is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the

requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

PROPOSAL EVALUATION CRITERIA

Proposal: The Subrecipient's comprehension of the needs of the City as demonstrated by its description of its approach to providing social-emotional skills development, leadership, job development, and financial literacy, skills to youth through programming at City facilities.

Experience: The Subrecipient's relevant experience delivering curriculum on social emotional development, leadership, job development, and financial literacy, along with relevant experience delivery curriculum to the target age group of 12 to 15 year old youth.

Cost: The total cost of the Subrecipient's proposal is important to the City, however, based on the evaluation of the other criteria, the City will not necessarily select the lowest bidder(s) or the organization(s) that would provide the most services.

References: Evaluation of the Subrecipient's work and impact on youth who have received similar services to those proposed in response to this RFP

Curriculum: The Subrecipient's ability to provide a curriculum that combines traditional classroom activities with interactive activities

Commitment of key principals to the Project: Demonstration of availability of staff assigned to this Project to ensure depth, accountability, and diversity of perspective.

MWBE and Workforce Goals: The City of Rochester desires to encourage minority and women owned (MWBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information, please see www.cityofrochester.gov/mwbe.

Subrecipient shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified

MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the consultant shall receive **an additional weighting of 5%**. If MWBE subcontractors will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**.

3. Subrecipient shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Subrecipient shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
 - a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subcontractors during the term of the PSA.
4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their, and/or their subcontractors' workforce on this Project meets or exceeds these goals shall receive an **additional weighting of 10%**. If selected, the Subrecipient shall submit a Workforce Staffing Plan on the City's Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.
5. If selected, the Subrecipient shall provide MWBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Subrecipient fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.
7. Summary of additional evaluation weighting points for MWBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weight Awarded
Subrecipient is New York State Certified MWBE	10%
Utilize MWBE Subcontractors for 10-20% of work	5%
Utilize MWBE Subcontractors for more than 20% of work	10%
Meet or exceed workforce goals of 20% M and 6.9% W	10%

Other Criteria: Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

MISCELLANEOUS

The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Subrecipients as set forth above, and in such case, the City shall have no liability for any costs incurred by any Subrecipient.

The City may request additional information from any Subrecipient to assist the City in making its evaluation.

The proposal and all materials submitted with the proposal shall become property of the City, and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a proposal shall constitute a binding offer by Subrecipient to provide the services at the prices described therein until such time as the parties enter into a PSA.

Upon notification of selection the Subrecipient must be prepared to submit the following insurance documents to the City within 7-days of selection.

1. Certificate of Worker's Compensation Insurance (or NYS Exemption if not applicable)
2. Certificate of Disability Insurance (or NYS Exemption if not applicable)
3. Proof of General Liability Insurance
4. Additional Insured Endorsement page (Note: This is separate from the endorsement on the General Liability Insurance document.)

APPENDIX A

ARPA Funding Application and Disclosure Form

The American Rescue Plan Act (the “ARP”) was signed into law on March 11, 2021. The City of Rochester (the “City”) has been deemed eligible for the direct allocation of Federal ARP aid and intends to utilize a portion of such funding to provide local stimulus through sub-award to local entities (Sub-recipients or Grantees).

PROJECT & RESOURCE ALLOCATION PLAN

APPLICATION INSTRUCTIONS

1. Lead entity (Sub-recipient or Grantee) on any submission must fill out the attached form in its entirety. Providing incomplete or deficient information will result in the delay in the disbursement of funds by the City.
2. By completing this form, Sub-recipient confirms that they understand that the requested information is required for ARP funding.
3. Tax returns for the last two years (2020 & 2021) may be required upon request of the City.
4. Local allocations may be provided by the City of Rochester in the form of grants, loans, forgivable loans or any combination.

SECTION I
SUBRECIPIENT ORGANIZATION INFORMATION

1.1 NAME OF LEAD ORGANIZATION:

--

1.2 TYPE OF ORGANIZATION (NOT-FOR-PROFIT; FOR-PROFIT; RELIGIOUS; GOVERNMENT:

--

1.3 FOUNDING DATE

1.4 ORGANIZATION ADDRESS:

1.5 EIN NUMBER AND UNIQUE ENTITY IDENTIFIER:

1.6 NUMBER OF EMPLOYEES:

SECTION II
CONTACT INFORMATION

2.1 PRIMARY CONTACT NAME:

--

2.2 OTHER AUTHORIZED CONTACT(S):

--

2.3 CONTACT PHONE (INCLUDE EXTENSION, IF APPLICABLE):

--

2.4 CONTACT EMAIL:

--

2.5 PREFERRED METHOD OF CONTACT:

--

(The remainder of this page has been left intentionally blank.)

SECTION III
APPLICANT INFORMATION

3.1 IS YOUR ORGANIZATION LOCATED WITHIN THE OF CITY OF ROCHESTER:	
Yes _____	No _____
3.2 ARE THE OFFICERS OF THE ORGANIZATION RESIDENTS OF THE CITY:	
Yes _____	No _____
3.3 DOES THE ORGANIZATION CURRENTLY PROVIDE SERVICES TO CITY RESIDENTS?	
Yes _____ Number of Residents _____	No _____
3.4 DOES THE ORGANIZATION POSSESS A CURRENT TAX-EXEMPT STATUS AS A PUBLIC CHARITY UNDER SECTION 501(C)(3), 501(C)(4), OR (19) OF THE INTERNAL REVENUE CODE, LISTED ON THE IRS MASTER FILE?	
Yes _____ Type _____	No _____
3.5 WILL THE PROJECT AFFECT QUALIFIED CENSUS TRACTS ⁽¹⁾?	
Yes _____	No _____
3.6 PLEASE PROVIDE AN ORGANIZATIONAL STRUCTURAL CHART AND IDENTIFY THE PARTIES THAT ARE AUTHORIZED TO EXECUTE AGREEMENTS ON YOUR ORGANIZATION'S BEHALF.	
3.7 PLEASE STATE WHETHER YOUR ORGANIZATION HAS PREVIOUSLY RECEIVED FEDERAL FUNDS AND WHETHER THERE WERE ANY NEGATIVE AUDIT FINDINGS PERTAINING TO THOSE FUNDS.	

(1) See Appendix B for a list of Qualified Census Tracts.

SECTION IV
INTENDED PROJECT PURPOSE

4.1 WILL THE PROJECT ALLOW YOU TO EXPAND YOUR ORGANIZATION?	
Yes _____	No _____
How?	
4.2 DOES THE PROJECT BUDGET HAVE ANY ADDITIONAL SOURCES OF FUNDS? IF SO, PLEASE DESCRIBE THE OTHER FUNDS, AND EXPLAIN HOW THE NON-ARPA FUNDS WILL BE USED AND INTEGRATED INTO THE PROJECT, BOTH IN INITIALLY AND LONG TERM.	
4.3 DESCRIBE AN OVERVIEW OF THE PROJECT AND A SUMMARY TIMELINE FOR START-UP AND COMMENCEMENT OF PROGRAM. ⁽¹⁾	
4.5 DESCRIBE THE FORECASTED IMPACT/BENEFIT AND THE ANTICIPATED LENGTH OF IMPACT/BENEFIT (1, 5, 10, 15, 20+ YEARS) ⁽¹⁾⁽²⁾	

(1) Use additional space if necessary (2 page maximum for intended use of funds).

(2) The fiscal and/or community impact(s) should be quantifiable or qualifiable, including the number of participants and a timeline for training of participants. Details about the short and long-term impact(s) to the City, the Organization and City stakeholders should be included.

SECTION V
COVID-19 QUESTIONS

5.1 WAS YOUR ORGANIZATION IMPACTED BY COVID-19

Yes _____

No _____

5.2 QUALIFY AND QUANTIFY HOW YOUR ORGANIZATION IS IMPACTED BY THE COVID-19 PANDEMIC?

5.3 DID YOUR ORGANIZATION LAY OFF EMPLOYEES DUE TO COVID-19

Yes _____

No _____

If Yes, How Many?

5.4 DID COVID-19 IMPACT YOUR HIRING?

Yes _____

No _____

If Yes, How?

5.5 DID COVID-19 IMPACT YOUR REVENUES

Yes _____

No _____

If Yes, Quantify?

**5.6 HAVE YOU EVER APPLIED FOR ANY FORM(S) OF COVID-19 RELIEF?
(PPP Funds, State/Federal Grants/Loans)**

Yes _____

No _____

If Yes, Please Provide Details?

If Yes, are any Awards Pending?

SECTION VI

ACKNOWLEDGMENT FORM

This form is used to acknowledge receipt of the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, which is attached as Appendix C to this RFP.

Complete the following steps:

1. Read U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, which is attached as Appendix A to this application.
2. Sign and date in the spaces provided below.
3. Return *this page* to the City

Determine Expenditure Category:

1. Appendix C of the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds includes a list of expenditure categories. In the below space, identify to the City which expenditure category/categories are applicable for the intended use of funds.

By signing below, I agree to the following terms:

1. I have received, read and understand the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, which is attached as Appendix C to this application.
2. I confirm that I am able to and pledge to adhere to all compliance and reporting requirements of the U.S. Treasury as it relates to any State and Local Fiscal Recovery Funds. (The US Treasury guidance requires, at a minimum, quarterly reporting). Additional reporting requirements may be applicable.
3. I Understand the City will contact me if and when additional information is needed and that information will be provided to the City to support reporting requirements.
4. If for any reason I am unable to comply with the U.S. Treasury's compliance and reporting requirements I will immediately notify the City by email.

Sub-recipient Signature

Sub-recipient Title

City of Rochester Disclosure

The Program for which you are applying may be part of one or more City of Rochester (hereinafter the "City"), federal, state, or other programs, including, but not limited to, the American Rescue Plan Act, Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, Housing Opportunities with Persons with AIDS (HOPWA) Program, Asset Control Area (ACA) Program, Rochester Economic Development Corporation (REDCO) or City Development Fund (CDF). Each of these programs has rules and regulations prohibiting conflicts of interest. Conflicts generally arise where the applicant or his or her family or business may have an economic or employment interest in the program or the entity providing the program.

Program regulations generally limit the participation of employees, agents, consultants, officers, or elected appointed officials of the City or any designated public agencies, or sub-recipients receiving Program funds, and those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For federally assisted housing and community development programs, this applies unless an exception is granted by the U.S. Department of Housing and Urban Development (HUD). In order for HUD to grant an exception to such persons there must be a public disclosure of the application and the City's Corporation Counsel must determine that the participation does not violate state or local law.

The objective of this form is to identify applicants that may have a conflict under the rules and regulations. The City will then determine whether an exception should be granted or requested. The City's Office of The Mayor, in cooperation with the Corporation Counsel, is responsible for conflict of interest determinations and the coordination of the exception process for federally assisted housing and community development programs.

Name of Applicant(s): _____

Applicant 1: _____

Applicant 1: I am employed at _____ in the position of _____

Applicant 2: _____

Applicant 2: I am employed at _____ in the position of _____

Business Name (if applicable): _____

Property Address: _____

Program Name: _____

I/We certify that **(Please ONLY check one option (1 or 2))**:

___1. I/we am/are NOT an employee, agent, consultant, officer, or elected or appointed official of the City of Rochester, and am NOT a relative of an employee, agent, consultant, officer or elected or appointed official of City of Rochester, nor part of any designated public agencies, business, or sub-recipients receiving CDBG or other Program funds.

___2. I/we AM/ARE an employee agent, consultant, officer or elected or appointed official of the City of Rochester OR I/we am/are a relative of an employee, agent, consultant, officer or elected or appointed official of the City of Rochester, or I/we am/are part of a designated public agency or worked any such agency within the last year, business or sub-recipient receiving CDBG or other Program funds.

I (__do) or (__do not) perform any duties relating to the Program.

For Family/Relative Affiliation:

_____ is the family member to whom I am related. (_____).
(Name) (Relationship)

This family member is employed at _____ in the position of _____.

This family member (does) or (does not) perform any duties relating to the program.

Applicant #1

Signature _____ Date _____

Applicant #2

Signature _____ Date _____

STATE OF NEW YORK)

COUNTY OF MONROE) ss.:

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/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/Commissioner of Deeds

SAMPLE – Complete on your agency letterhead

ARPA SUBRECIPIENT CERTIFICATION

[INSERT AGENCY LETTERHEAD]

[INSERT DATE]

City of Rochester

[INSERT DEPARTMENT, CONTACT, & MAILING ADDRESS]

To whom it may concern,

I, [INSERT SIGNATORY NAME AND TITLE], on behalf of [INSERT AGENCY NAME] certifies that I have read, understand, and will comply with the American Rescue Plan Act Final Rule and any amendment thereto in carrying out the [INSERT PROJECT/PROGRAM NAME].

Sincerely,

FOR REVIEW

AGREEMENT ORDER RIDER – ARPA/SLFRF TERMS AND CONDITIONS

The vendor understands that this Agreement order has been funded in part by State and Local Fiscal Recovery Funds provided to the City of Rochester Pursuant to the American Rescue Plan Act. To that end, additional terms and conditions apply to this Agreement (the “Agreement”), including but not limited to:

(1) Use of Funds. Vendor understands and agrees that the funds to be disbursed pursuant to this Agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Vendor will determine prior to engaging in the Agreement that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Agreement.

(2) Federal regulations require that any SLFRF funds used in connection with the Agreement be obligated by December 31, 2024, and actually expended by December 31, 2026, in all cases. Any funds not obligated or spent by those dates will be subject to recapture by the City and U.S. Treasury. In the event that any products sold pursuant to this Agreement do not reach the City within a commercially reasonable time, but in no event later than December 31, 2026, funding provided for the Agreement shall immediately be returned to the City.

(3) Reporting. Vendor agrees to comply with any reporting obligations established by Treasury and/or the City of Rochester as they relate to any monies utilized for the Agreement.

(4) Maintenance of and Access to Records. Vendor shall:

a. Vendor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, the City of Rochester, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Vendor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

(5) Conflicts of Interest. Vendor understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Vendor must disclose in writing to the City,

Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

(6) Applicable Law and Regulations.

a. Vendor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing, to the extent applicable. Vendor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Vendor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(7) Remedial Actions. In the event of Vendor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury (and the City) may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339 or as set forth in this Agreement. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

(8) Anti-lobbying. Vendor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance. Federal funds may not be used for this purpose

under the same circumstances, and the same requirements apply to Vendors. Vendor also agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, applying for the appropriate certification to demonstrate that appropriated funds will not be used for lobbying, and disclosing non-Federal funds used for lobbying.

(9) False Statements. Vendor understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(10) Publications. Any publications produced with funds from this award must display the following language: "This Agreement [is being] [was] supported, in whole or in part, by federal award number [enter Agreement FAIN] awarded to the City of Rochester by the U.S. Department of the Treasury."

(11) Vendor will comply with all other applicable requirements imposed by the U.S. Treasury pursuant to 2 C.F.R. Part 200 not otherwise mentioned here.

(12) Other Provisions. Vendor must comply with 41 U.S.C. § 4712, Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), and Executive Order 13513, 74 FR 51225.

City of Rochester
Professional Consultant Services Workforce Utilization Report

PROJECT NAME:		FOR WORK DONE FROM: _____ / ____ / _____ TO _____ / ____ / _____									MINORITY GOAL	FEMALE GOAL
CONSULTANT:		AGREEMENT NUMBER:									20.00%	6.90%
TRADE	EMPLOYEES WORKING ON PROJECT (NUMBER OF EMPLOYEES / HOURS WORKED)										MINORITY %	FEMALE %
	TOTAL			MINORITY			NON-MINORITY					
	M	F	Non-Binary	M	F	Non-Binary	M	F	Non-Binary			
Officials, Administrators	Employees											
	Hours											
Professionals	Employees											
	Hours											
Technicians	Employees											
	Hours											
Sales Workers	Employees											
	Hours											
Office, Clerical	Employees											
	Hours											
Craft Workers	Employees											
	Hours											
Laborers	Employees											
	Hours											
Temporary, Apprentices	Employees											
	Hours											
Other (Specify)	Employees											
	Hours											
TOTAL WORKFORCE	Employees											
	Hours											

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Consultants shall submit this form at least quarterly (i.e. every three (3) months after the start of the agreement), or as otherwise requested by MWBE Officer. Reports shall be submitted with each invoice if filed more frequently than once per quarter.

Rev. 3/3/2022

APPENDIX B

Example PSA with City of Rochester: **FOR REFERENCE ONLY**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 20__, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City" and _____, with offices located at _____, _____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

A. The Consultant shall, upon the commencement date specified in Section 2 hereof, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, the following services:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on _____ and shall terminate on _____.

SECTION 3. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

The Consultant shall submit an invoice and any other supporting documentation in the manner prescribed by the City at a minimum of once every ninety (90) days during the term of this agreement, unless a different schedule is approved by the City.

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$_____).

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

- A. The City hereby designates:
- B. The Consultant hereby designates:

or their authorized representatives, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications pursuant to this Agreement. The parties reserve the right to designate other or additional agents upon written notice to the other party. In no event shall the City's Authorized Agent be authorized to amend or extend this Agreement or to accept service for the commencement of any legal actions or proceedings related to the Agreement.

SECTION 5. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. INSURANCE

- A. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

- B. General Liability Insurance

- C. The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same shall be provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

SECTION 8. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE UTILIZATION GOALS

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age,

race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.

2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

D. MWBE AND WORKFORCE UTILIZATION GOALS

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$20,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual

contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women.

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

The Consultant shall submit an MWBE utilization plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan and/or MWBE utilization plan goals incorporated as Exhibit A and/or Exhibit B of this Agreement. A revised workforce staffing plan and/or MWBE utilization plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer, such revised plan(s) shall be incorporated into this Agreement as an amendment pursuant to Section 17.

Consultant's failure to submit MWBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan and/or the MWBE utilization plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

SECTION 9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at www.cityofrochester.gov, or by calling (585) 428-6185.

SECTION 10. FREEDOM OF INFORMATION LAW

Disclosures required by New York’s Freedom of Information Law (“FOIL”) shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Consultant may appeal the City’s determination within seven (7) business days. Thereafter, the City shall respond to Consultant’s appeal within ten (10) business days. If the City issues an adverse determination, Consultant may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York’s Civil Practice Law and Rules.

SECTION 11. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the Rochester Living Wage Ordinance, whenever payments by the City to the Consultant under this Agreement shall equal or be greater than fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or more during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City’s website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant’s employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 13. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this

Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 14. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 15. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous written consent of the City.

SECTION 16. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 17. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's Authorized Agent.

SECTION 18. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 19. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 20. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 21. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Malik D. Evans

CONSULTANT

BY: _____
Consultant Name:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 20__, before me the subscriber, personally came **MALIK D. EVANS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

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

On the ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/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