



Request for Proposals July 1, 2013

Community Building Consultant Services
In the
Southwest Quadrant:

Jefferson Avenue
Focused Investment Strategy Area

BIDDERS INFORMATIONAL MEETING:

Tuesday, July 9, 2013
3:00 – 4:30 p.m.
City Hall Conference Room 208-A
30 Church Street
Rochester NY 14614

City of Rochester
Department of Neighborhood and Business
Development

City of Rochester
Request for Proposals

Community Building Consultant Services

Issued Monday, July 1, 2013

For: Community Building Consultant Services in the Focused Investment Strategy Area in the Southwest Quadrant of Rochester, NY

By: City of Rochester Department of Neighborhood and Business Development's Bureaus of Housing and Business Development and Neighborhood Preservation
30 Church Street, Room 005-A
Rochester, NY 14614

Due: Monday, July 29, 2013 by 12:00 p.m. (noon)

RFP Website: <http://www.cityofrochester.gov/bidandrfp/>

Paper (only) Submission Due Date: Absolutely no proposals will be accepted after this time on this date:
Monday, July 29, 2013
12:00 p.m. (noon), regardless of postmark
No exceptions.

Bidders Information Session: Tuesday, July 9, 2013
3:00 – 4:30 p.m.
City Hall Conference Room 208-A
30 Church Street
Rochester NY 14614

Paper (only), Submit to: David M. Hawkes, Administrator
Southwest Neighborhood Service Center
923 Genesee Street
Rochester NY 14611-3846

City of Rochester
Request for Proposals

**Community Building Consultant Services
In the
Southwest Quadrant:**

**Jefferson Avenue
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Exhibits

- A. Proposal Submission Checklist
- B. Southwest FIS Youth Planning Study Executive Summary
- C. City of Rochester Housing Policy
- D. Template for Agreement between the City of Rochester and selected consultant

Additional Resources at <http://www.cityofrochester.gov/article.aspx?id=8589957716>

- 1. The *Youth Planning Study Southwest Focused Investment Strategy Community* (November, 2012)
- 2. The City of Rochester FIS Program
- 3. The *Jefferson Avenue -- Bridge Between Hope and Action* document
- 4. The City of Rochester Southwest Quadrant strategic plan

City of Rochester
Request for Proposals

**Community Building Consultant Services
in the
Southwest Quadrant Focused Investment Strategy Area**

Issued Monday, July 1, 2013

I. Purpose

The City of Rochester seeks proposals for Community Building Consultant services in the Southwest Quadrant Jefferson Avenue Focused Investment Strategy Area to develop and oversee initial implementation of strategies for citizen engagement in fostering positive neighborhood life and community development.

Specifically, the City desires to obtain the services of a Consultant to furnish services relating to the development and oversight of such strategies as based on findings and the work process developed from the *Youth Planning Study Southwest Focused Investment Strategy Community* as completed in November, 2012 (Executive Summary attached as Exhibit B; full study accessible electronically at <http://www.cityofrochester.gov/article.aspx?id=8589957716>). The City intends to enter into a one year agreement for such services commencing in November, 2013.

II. Issuing Office/RFP Process Management

The City's Department of Neighborhood and Business Development (NBD) is the Issuing Office for the RFP and, with guidance from the Southwest Quadrant Neighborhood Service Center Administrator, is responsible for management of this initiative. The following groups, agencies and entities, as well as additional representative neighborhood stakeholders as may be designated by the Southwest Quadrant Neighborhood Service Center Administrator, are anticipated to be active participants in the RFP selection process, including the review of all proposals:

1. NBD Business and Housing Development
2. Southwest Quadrant Team
3. Steering Committee comprised of members of the above groups and neighborhood stakeholders

The manager for this RFP process is David M. Hawkes, Southwest Neighborhood Service Center Administrator. Mr. Hawkes will be the point of contact during the

proposal submission and consultant selection process and will oversee the executed Agreement and project implementation. All correspondence, comments and questions related to this RFP can be addressed to Mr. Hawkes at:

David M. Hawkes, Administrator
Southwest Neighborhood Service Center
923 Genesee Street
Rochester, NY 14611-3846
Telephone: 585 428-7630
Email: hawkesd@cityofrochester.gov

Questions?

All correspondence, comments and questions related to this RFP should be addressed to David M. Hawkes, Administrator.

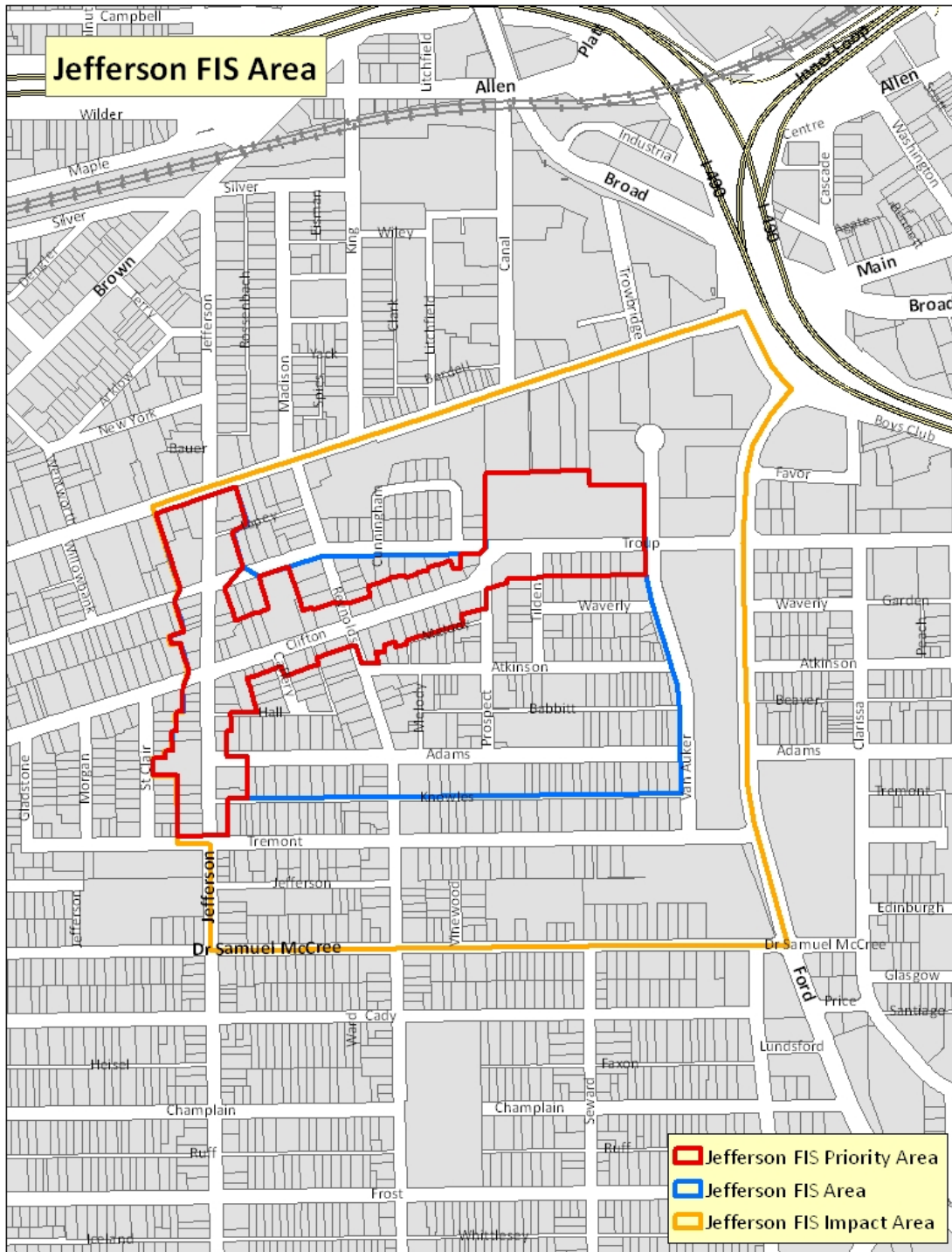
at

hawkesd@cityofrochester.gov

E-mailed questions will be accepted through Monday, July 8, 2013 until 6:00 p.m. Written answers to all questions received will be distributed on Tuesday at the July 9 Bidders' Information Meeting.

At the conclusion of the July 9 Bidders' informational meeting, a Q & A document will be posted where the RFP originally appeared on the City website at www.cityofrochester.gov/bidandrfp

III. Jefferson Avenue FIS Map



IV. Background and Existing Conditions

Reference the full *Youth Planning Study Southwest Focused Investment Strategy Community* as completed in November, 2012, accessible electronically at <http://www.cityofrochester.gov/article.aspx?id=8589957716>

V. Scope of Work

As noted in Section I. Purpose, the consultant is expected to provide the following services as based on the recommendations of *Southwest Focused Investment Strategy Youth Planning Study* that was completed in November, 2012 (Exhibit B is the Executive Summary of this study. The full report is accessible electronically at <http://www.cityofrochester.gov/article.aspx?id=8589957716>.

Consultant services are required to develop and then guide the implementation of a comprehensive community building plan of action within one year. The plan must guide implementation of the study recommendations in such a way that the community develops the capacity to sustain improvements after the one year of consultant services ends. The community building plan must contain at a minimum the following elements with a timeline indicating the process for the activity or activity set to occur.

1. Training & Coaching

- a. Provide community groups with training on effective strategic planning methods to develop and implement community development strategies that align with the Jefferson Avenue Seven Pillars as mentioned on Page 23 of the *Jefferson Avenue -- Bridge Between Hope and Action* document and the Southwest Quadrant strategic plan, both accessible electronically at <http://www.cityofrochester.gov/article.aspx?id=8589957716>. Coach residents in the use of quality management tools relevant to developing action plans for implementing community development strategies identified by the residents.
- b. Provide facilitator training to advance skills of youth and adults, including methods to build a sense of community, to facilitate continuous improvement of neighborhood issues, and to develop productive partnerships between community stakeholders.
- c. Provide youth peer mediation training to a cadre of young residents to develop their skills in assisting with building relationships and to help resolve conflicts between youthful residents. Develop a strategy and action plan regarding how the mediators will support the community.

2. Communications

Establish a communications strategy and implementation plan that:

- 1) encourages and facilitates communication between neighborhood associations, business associations, educational institutions, faith-based organizations and volunteers, and
- 2) promotes civic responsibility and ownership of a healthy community at all levels through individuals and family-unit programs.

3. Community Building Project Management

Teach community groups effective planning process techniques and methods to conduct mini-clean sweeps and community uplifts throughout the year, including recruitment of all age groups to promote ownership of healthy FIS neighborhoods, community-building events (i.e. a community breakfast or barbeque before or after the work/walk), and cultivation of more volunteer time from more and new residents.

4. Facilitate Youth Employment Opportunities

Support Street Managers and Business Associations with programs to prepare youth for employment and to create jobs for youth in the neighborhood.

VI. Response Content/Submission Requirements

Responses should provide a clear and concise methodology for satisfying the required tasks within the scope of this RFP. The responses should outline the respondent's qualifications to complete the project. Responses should include background, unique qualifications, relevant project information, previous awards, references, and other information that may support the response.

The City will not be limited solely by the information provided by the respondent prior to the submission due date. Additional information or modifications to responses may be requested. Respondents are required to submit the following documents via email to enable the Consultant Selection Panel to consider each response. The City of Rochester will be responsible for all necessary duplication.

Five copies of each proposal are to be submitted with the following elements:

1. Proposal Submission Checklist (Exhibit A)
2. Cover letter
3. Experience and qualifications of Project Consultant Team (include resumes)
4. Organizational chart of the Project Consultant Team
5. Proposal narrative detailing the response to the City's request for consultant services as outlined in Section V, Scope of Work
6. Detailed project schedule for Scope of Work services

7. Description of staffing capability to perform required tasks within schedule
8. Project budget based on an hourly rate fee schedule and
9. Budget narrative

This section should include an itemized budget with a succinct budget narrative including consultant staff hours, salaries and billing rates, equipment and supply purchases. The same information should be included for other and/or ancillary subcontracted services.

Please submit five (5) hard copies to:

Mr. David M. Hawkes, Administrator
Southwest Neighborhood Service
Center
923 Genesee Street
Rochester, NY 14611-3846

**Responses to this RFP must be received by the City no later than 12:00
p.m. (noon),
Monday, July 29, 2013—regardless of postmark.**

No Exceptions.

VII. Evaluation

The criteria below will be considered in the overall assessment of the consultant's qualifications and response to the RFP objectives.

Community Building Proposal Evaluation Criteria	Element Value
Comprehension of the project objectives and context	10
Creative, realistic and implementable development plans	20
Demonstrated expertise in working with Youth and Youth Initiatives	15
Demonstrated expertise in Training	10
Demonstrated expertise in Coaching	10
Demonstrated expertise in Community Development	10
Past experience on similar projects	10
Proposed twelve month project schedule	15

VIII. Consultant Selection Process

Qualified consultants interested in being considered for this project are invited to forward electronic responses to the RFP. The City will convene a Consultant Selection Panel comprised of various departmental staff to review all submissions. A Short List of up to but no more than three (3) consultants deemed most qualified for the project will be selected for interviews. Short List applicants will be notified via email and invited to interview with the Consultant Selection Panel at a mutually convenient time during the week first full week of August, 2013. All consultants will be notified in writing as to the status of the selection process subsequent to establishing the Short List. Following applicant interviews, the consultant deemed best qualified for the project will be chosen. All Short Listed consultants will be notified via e-mail regarding the results of the final selection.

IX. Interviews

The City reserves the right to ask consultants to further refine and/or clarify their response in a follow-up interview. Requests for interviews and/or presentations are at the sole discretion of the City. Presentations will be held the Southwest Neighborhood Service Center, located at 923 Genesee Street in Rochester, NY 14611-3846. Any and all costs associated with any interviews will be the responsibility of the applicant.

X. RFP Process Schedule

Upon selection of the preferred consultant, the City will negotiate a detailed scope of services, project schedule and fee for services. The City reserves the right to adjust the project scope to respond to any budgetary constraints. The City will then recommend to City Council for their consideration, an action authorizing the City to enter into a professional services agreement with the preferred consultant.

The schedule for this project is anticipated to be as follows:

Monday, July 1 2013	Request for Proposals Issued
Tuesday, July 9, 2013	Bidder's Information Session City Hall Conference Room 208-A 30 Church Street Rochester NY 14614
Monday, July 29, 2013	Date-Stamped Proposals, <u>five (5) paper copies</u> , due at 12:00 p.m. (noon) to: Mr. David M. Hawkes, Administrator Southwest Neighborhood Service Center 923 Genesee Street Rochester, NY 14611-3846
By Monday, August 5, 2013	Short List Candidates notified
By Friday, August 9, 2013 needed	Short Listed Candidate interviews as needed
By Wednesday, August 14, 2013	Consultant selected and respondents notified
Tuesday, September 17, 2013 meeting	September Rochester City Council meeting
Friday, November 1, 2013	Planned Issue of Notice to Proceed
October 31, 2014	Program conclusion

Please note that all dates are subject to change except for date of RFP issue, information session and submission due date as shown above.

XI. RIGHTS RESERVED

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, the City reserves the following rights:

1. to issue an Addendum to the RFP to all respondents who received the initial RFP.
2. to extend the submission deadline by a reasonable time.
3. in its sole discretion, to recommend the award of a contract related to this RFP based upon the written responses received by the City without prior discussion or negotiation with respect to those responses. Any contract awarded in connection with this RFP will be subject to approvals as required by City law, including final authorization by the Rochester City Council.
4. to accept or reject any and all responses, at its sole discretion, received as a result of this RFP, to waive minor irregularities, and to conduct discussions with all responsible respondents, in any manner necessary, to serve the best interest of the City of Rochester. Additionally, the City cannot be held responsible for any costs incurred in the preparation of a response to this RFP
5. to request additional information from any or all prospective respondents, if necessary, to clarify that which is contained in the responses. No decision can be inferred from requests for information and/or interviews during the review process.
6. to invite any or all respondents to an interview to explore further the possibility of an engagement. Participation in an interview upon such an invitation would be voluntary. Any expenses resulting from such an interview is the sole responsibility of the Consultant.
7. to modify project budgeting, or otherwise work with the selected consultant to ensure compliance with the City's living wage requirements.

XIV. Statement of Non-Discrimination

Upon City Council approval and mutual agreement, the selected Consultant will enter into written agreements with the City. The City does not discriminate in any aspect of contracting on the basis of age, creed, color, disability, gender, marital status, national origin, race, or sexual orientation.

XV. Project Coordination and Agreement Oversight

1. The Consultant shall prepare and submit quarterly reports in a format designated to track activities and progress toward the stated objectives of the Agreement to the Southwest Neighborhood Service Center Administrator. If the terms set forth in the contract are not met, or other deficiencies are noted, the contractor will be notified in writing of these deficiencies. The City has the option to grant a 30-day grace period to correct the deficiencies. If deficiencies are not corrected during the time period, the City will terminate the contract. A Consultant or Sub-Contractor who is replaced for non-performance shall not be eligible to provide further services under this Agreement.
2. Except as otherwise specified in the executed 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 Sub-Contractors and shall be fit for their purpose to the reasonable satisfaction of the City. The Consultant agrees to all CDBG items as the overseer and sub-contractors agree to all CDBG items in their sub-contract.

Exhibits

- A. Proposal Submission Checklist
- B. Southwest FIS Youth Planning Study – Executive Summary
- C. City of Rochester Housing Policy
- D. Template for Agreement between the City of Rochester and selected consultant

Additional Resources at <http://www.cityofrochester.gov/article.aspx?id=8589957716>

1. *The Youth Planning Study Southwest Focused Investment Strategy Community* (November, 2012)
2. The City of Rochester FIS Program
3. The *Jefferson Avenue -- Bridge Between Hope and Action* document
4. The City of Rochester Southwest Quadrant strategic plan

Proposal Checklist

This checklist must be filled out and returned with the Proposal – no exceptions.

<i>Preparer's Initials</i>	<i>I CERTIFY THE FOLLOWING ACTIONS HAVE BEEN TAKEN IN PREPARATION OF THIS SUBMISSION:</i>
	The entire contents of this proposal package have been reviewed.
	All information requested has been supplied in the required format.
	The enclosed proposal is typed in a 12 point font with a 1.5 space format.
	All pages have been numbered sequentially.
	(Optional) Letters of Support are included.
	Five (5) paper copies of the proposal are provided in the submission.
	Required Insurance Certificates, Workers Comp, and Employee Disability Coverage (or Affidavit of No Employees) are provided.
	Any additional information to the proposal has been marked as "Attachment".
	<p>Five (5) paper copies of the proposal will be sent or delivered to:</p> <p style="text-align: center;"> Mr. David M. Hawkes, Administrator Southwest Neighborhood Service Center 923 Genesee Street Rochester, NY 14611-3846 </p>

Southwest FIS Youth Planning Study November 2011 – November 2012

Executive Summary

“FIS Communities” face multi-faceted barriers in finding solutions to improve the quality of life and the revitalization of the community. How to make the improvements at times may create a sense of hopelessness. Community focus groups have engaged citizens to brainstorm issues and solutions but lack the follow-through needed to address long-term improvements. The solutions that stem from successful interventions during the early 1970’s - 1990’s have lost the captive followers; leaving fractions of ideologies and programs trying to incite grass root systemic change. At best, community groups have created strategic plans with detailed youth goals and performance measures. However the ability to rally the school system, citizens, government, community and faith-based organizations to work in unity across boundaries to develop solutions and sustain improvements has been severely weakened.

City government can improve the infrastructure to attract businesses and home ownership. Still it is hard to avoid the conclusion that social capital in the SW FIS is a slow and delicate process involving sustained commitment and long term investments in youth from government, faith-based and neighborhood associations, and citizens.

The report is based on a consultant study carried out by Jacqueline A. Cooper for the City of Rochester SW Neighborhood Service Center and input from the SW FIS community. Partners from community agencies, businesses, landlords, education institutions, probation, health care, realtors, and volunteers collaborated to verify if data from the Jefferson Avenue Seven Pillars, and SW Common Council and SWNSC goals still represent the needs of youth.

The report addresses issues facing youth and the community. A community that is viewed as a living interdependent system where people are the most valued asset. This report will form the basis of an action plan for the City of Rochester SW Focused Investment Strategy (FIS) area to address the issues within the community that impact positive youth development.

To model collaboration, the consultant engaged community groups to form the SW Focused Investment Strategy Youth Engagement Network (YEN) as the community safety net. Members sit in partnership to formulate action plans from this research, prioritize the actions, and to monitor and evaluate evidence based results. Resources and programs are shared across service organizations. A benefit of the partnership is that members have a covenant to keep turf issues away from serving youth and families and see the benefits of pooling resources. YEN acts as a bridge and conduit for agencies to work alongside youth to address issues of health, education, employment, job readiness, civic engagement, well-being, and community safety. The methodology has a baseline of a strategic plan, mission, vision, and operating principles. Mutual consent of the partners is outlined on a Memorandum of

Note: This is the Executive Summary of the full *Youth Planning Study Southwest Focused Investment Strategy Community* as completed in November, 2012. The full study is accessible electronically at <http://www.cityofrochester.gov/article.aspx?id=8589957716>.

Agreement signed by top leaders. The approach is democratic and bottom up and sees young people not only as clients but as partners who need help to achieve personal goals and help to become positive change agents in the community. This report draws upon previous research of changes in SW youth demographics and needs; (i.e. education levels, poverty levels, behavior challenges, safety issues) within a broad context that requires partners from multi-disciplines to address problems that affect the lives of young people and their families. The YEN partners see youth work as an important foundation to develop leaders that help to create and maintain a healthy and vibrant neighborhood. Youth leadership is essential for today and tomorrow.

Background

The SW FIS area is deemed a high priority for the planning study because of the number of youth at risk due to academic performance, employment status, and household income. Youth Empowerment is a key strategy in the City quadrant strategic plans. Improvements are needed in how the city and community organizations work together to advance the living standards of at risk youth through education, life skills, and employment.

Research data shows the community needs to partner and improve services for youth and families across organizations. Youth living in the FIS areas are the primary customers of such services since the vital neighborhood improvements in housing, business development, and the infrastructure cannot be sustained without civic minded tax-paying citizens. The study defines specific youth engagement outcomes desired by the City of Rochester in the SW FIS, identifies youth services provided by current non-profit organizations in the city, and includes youth program goals and outcome measures. A gap analysis between what is needed in terms of youth services in the targeted community is a primary objective of the Youth Planning Study. Recommendations for the development of a collaborative SW FIS Youth Engagement Network are included.

The Youth Planning Study was funded for one year, in the first year it was piloted in the SW Focused Investment Strategy for residents in zip codes 14608 and 14611. The consultant quickly realized that it was critical to engage the community in the study and to utilize existing programs and services to immediately meet the needs of youth. The approach sets the foundation for the study results to be translated into sustainable improvements. Recruitment meetings were held with top leaders of organizations and memorandums of agreements were signed. A strategic planning meeting was held on March 20, 2011 where critical partners developed a strategic plan. As a result new partners join each month and support agencies provide assistance as needed.

Benefits of the Partnerships

The Youth Planning Study results promote the safety and well-being of young people, their families and their community through a process of engagement, participation and service delivery. The partners aim to delivery practical youth and family services in response to the needs identified from the study. The study collected data from youth in the most disenfranchised community of the SW where at-risk youth face multiple barriers to their positive development. Partners realize one organization cannot meet all of the needs of clients. Collaboration across organizations is the foundation to achieve sustainable results. Grantors recognize the effective use of resources and are more willing to fund joint projects.

The consultant engaged Florence Clemmons, volunteer project manager, to assist with recruitment of partners, to facilitate meetings, to maintain records on partner services and to provide input on the strategic plan. Major stakeholders were identified in SW Rochester and especially ones in the FIS. SW faith-based and community organizations that are not located in the FIS were added to the list since these groups serve FIS residents. Through outreach steps of calls, letters, knocking on doors, e-mails, and business contacts critical partners agreed on a strategic plan.

The Situation for African-American Males and Females in the SW FIS Community

Data was collected from youth in male rap sessions and female chat sessions comprised of 15-30 youth between June 2012 and August 2012 at Flint Street Recreation Center and the Boys & Girls Club. Information in the four sessions provided consistent responses regarding the trauma within the community and the need for immediate action to create places and programs where youth can feel safe. The questions aligned with the achievement of goals identified in SW community plans. The City graduation trend demonstrates that many youth who participated in the sessions are also at risk for behavior issues that can lead to life-long consequences. Based on the collected data, committees were formed to address youth needs. Members possess a wide range of skills and knowledge needed to supplement what families, faith-based organizations, and education institutions are chartered to accomplish. A multi-disciplinary, analytical and prescriptive process for overcoming personal and social problems and for the achievement of the goals must begin with identification of the key leverage points to initiate change. The more partners and community members see their critical role to achieve joint goals the faster youth will embark on a personal mission to fulfill their personal aspirations.

Problem Themes and Recommendations

The City of Rochester Department of Recreation and Youth Services sites of Flint Street and Adams Street Recreation Centers have been identified as the primary sites for youth work.

During the youth communication sessions, consistent questions were asked to uncover systemic issues affecting positive youth development. There were four sessions with 97 participants. The youth interviews were summarized in a report and provide the foundation for committee action plans to address the issues. The committees are Communication, Education/Job Readiness, Programs, and Community Engagement. Committee charters contain objectives, strategic priorities, and milestones.

City of Rochester Housing Policy

Adopted March 18, 2008

The City of Rochester will engage stakeholders and foster public/private partnerships to improve neighborhoods, create healthy real estate markets, stabilize and enhance the tax base, and provide a broad array of housing options to address the needs of diverse households.

To accomplish the goals of this Housing Policy, the City shall:

1. Promote rehabilitation, redevelopment and new construction of housing through:
 - A. Maintenance, rehabilitation and/or historic preservation to enhance the well-built and diverse housing stock, which offers a variety of different products than are available throughout much of the region.
 - B. Redevelopment of residential, non-residential and mixed use structures to address market demand for currently underrepresented housing types in the existing housing inventory and/or provide for the preservation of historic structures.
 - C. Assembly of appropriate vacant land through management of the inventory of foreclosed properties, demolition of obsolete portions of the existing housing stock to reduce vacancy, and the strategic acquisition of land to create development opportunities and open space assets that enhance existing residential areas.
 - D. Development of new housing and/or the development of new housing types that address market demand. Efforts will include an emphasis on capitalizing on such unique assets as the Genesee River, Lake Ontario, and the Erie Canal; significant historical, architectural and landscape features; and economic, educational and cultural institutions.
 - E. Enhancement of existing and creation of new public and private financial products that support rehabilitation, redevelopment and new construction
 - F. Encouragement of environmentally sensitive rehabilitation, redevelopment, demolition and new construction methods.
 - G. Encouragement of housing development that supports neighborhood commercial corridors.

2. Promote home ownership through:
 - A. Helping homeowners retain their homes through the use of a variety of programs that prevent foreclosure and predatory lending.
 - B. Cultivating new homeowners through marketing, pre-and post-purchase counseling and training programs, encouraging the development of quality financial products, and developing housing types that create an inventory of housing options to address market demand.
3. Support efforts to strengthen the rental market through:
 - A. Support for owners of rental property to be successful business owners while being accountable for providing quality local management and maintaining housing quality standards.
 - B. Support for the coordination of tenant services that reduce unwanted transiency, encourage accountability, and result in longer-term tenancies.
4. Promote housing choice through:
 - A. Support for fair housing programs that offer housing opportunities to members of protected classes, low- and moderate-income households, people with disabilities, and a full range of age groups.
 - B. Working toward the de-concentration of poverty in City neighborhoods through efforts that attract more middle- and upper-income households and expand housing choices for lower-income households.
 - C. Ongoing efforts with other jurisdictions to ensure that a fair share of housing opportunities is available throughout the region for households with restricted choices.
 - D. Development of permanent supportive housing that meets the needs of populations requiring supportive services, and encouraging the fair share of such housing outside the City.
5. Support the implementation of neighborhood and asset-based planning through interdepartmental collaboration, and:
 - A. Ensuring that citizen-based planning is at the core of efforts to establish a neighborhood vision and plan, advise the City, and provide feedback on development projects.
 - B. Cost-effective use of federal and state grants in order to make dramatic improvements by identifying neighborhoods for the implementation of plans to improve housing market vitality, reduce code violations, decrease transiency, and increase assessed valuations.
 - C. Conducting data-based research and ongoing measurement and monitoring of outcomes to drive decisions on public investments.
 - D. Using market-based strategies as the foundation for all planning efforts.

**AGREEMENT BETWEEN
THE CITY OF ROCHESTER
AND
[Non-Governmental Subrecipient]
FOR
[NAME OF CDBG PROGRAM]**

THIS AGREEMENT, entered 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 (herein called the "Grantee") and _____ with offices at _____(herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; and

WHEREAS the Subrecipient covenants that it has the personnel, skills and expertise required and wishes to undertake the Project.

NOW, THEREFORE, the Grantee and the Subrecipient do mutually agree, in consideration of the covenants, terms and conditions contained herein as follows:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year [___] [Name of Program] in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will benefit low and moderate income persons; aid in the prevention or elimination of blight, and meet urgent community development needs pursuant to 24 CRR 570.208.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #2	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #3	<i>[# of Units]</i>	<i>[# of Units]</i>
<i>[Add other activities as necessary]</i>		

[NOTE: Provide definition of Units of Service here.]

D. Staffing

[Provide list of staff and time commitments to be allocated to each activity specified in I.A. above.]

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Start and Completion Dates

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the ____ day of _____ of 20__. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer is responsible for reporting or compliance measures or remains in control of CDBG funds or other assets, including program income.

B. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If corrective action is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Developer agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the Grantee, or the Grantee's internal auditor(s) access to all records related to performance of activities in this agreement.

C. Progress Reports and Other Reports

Subrecipient hereby agrees to provide in a timely manner all necessary progress reports and other reports required by Grantee on forms to be provided by Grantee.

D. Funds Obligation Deadline

Developer must obligate the "total NSP funding" amount in Section III herein by _____. Subrecipient must obligate at least half of that amount by _____. To obligate funds, developer must follow these procedures:

1. Funds for property acquisition are obligated by entering into a valid and NSP-compliant purchase agreement.
2. Funds for construction or rehabilitation are obligated by completing a detailed set of plans and specifications (or work write-up) and completing a detailed construction/rehabilitation cost estimate based upon those specifications. Such cost estimate may include a contingency for construction change orders of up to 15% for rehabilitation and up to 5% for new construction.

3. For a property that has met the requirements above, the total obligation amount will include the per-unit or prorated estimates of soft costs, developer fee and selling costs based on the cost assumptions in Exhibits A.
4. Developer must report fund obligations on a monthly basis or when requests for reimbursements are made, whichever occurs sooner.

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the ____ day of _____ of 20__. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Equipment	_____
Insurance	_____
Mileage	_____
Audit	_____
Other (Specify)	_____
Indirect Costs (Specify)	_____
Contract Services	_____
 TOTAL	 \$ _____

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

III. Recapture and Reallocation of Subrecipients Allocation of Funds

If Subrecipient fails to expend funds as indicated with regard to the goals and delivery schedule in Section III, Grantee at its sole discretion may recapture a portion or all of the Subrecipient's total funding allocation. The portion recaptured will be equal to Grantee's estimate of the amount of funds that would remain unspent by the spending deadlines described herein, based on Subrecipient's activities to date and capacity to complete the work.

In addition, the amount of Subrecipient's funding allocation that is not obligated or expended by the deadlines in Section II herein will be recaptured immediately unless Grantee grants a brief extension of the deadline in writing based on extenuating circumstances and compelling evidence that obligations will be completed during the extended period.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$_____. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The Subrecipient shall have the right to bill the City for services performed and not already billed on a monthly basis. The Subrecipient shall submit duly executed vouchers upon forms which shall be supplied and in the manner described by the City to receive payment. Invoices shall be attached to the vouchers.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Rochester
30 Church Street
Rochester, NY 14614

And

VII. SPECIAL CONDITIONS

[This section of the Agreement can be used by Grantee to include special conditions specific to the particular activity or individual Subrecipient.]

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all NSP requirements, including those found in the NSP Grant Agreement, the HERA Act of 2008 and/or the Recovery Act of 2009. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnification

The Subrecipient hereby agrees to defend, indemnify and save harmless the Grantee against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the Grantee 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 Subrecipient, its agents, employees or contractors. If a claim or action is made or brought against the Grantee and for which the Subrecipient may be responsible hereunder in whole or in part, then the Subrecipient shall be notified and shall handle or participate in the handling of the defense of such matter.

D. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Subrecipient 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 Subrecipient's residence, whichever may apply. The Subrecipient 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, Subrecipient shall provide proof of self-insurance or shall establish that Workers= Compensation and/or Disability Benefits coverage is not required by submitting the then current and required New York State Workers= Compensation Board=s form.

D. General Liability Insurance

The Subrecipient shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. 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. The Subrecipient 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 Subrecipient 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.

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

G. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the

activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 24 CFR 85.43, or 84.62 the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of

Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections, Ownership of Documents

All original documents and files prepared by the Subrecipient or Subgrantees under this agreement are the property of the City of Rochester. The Subrecipient of Subgrantees may produce for their records a complete reproducible set of all documents. All Subgrantees records with respect to any matters covered by this Agreement shall be made available to the Subrecipient, the Grantee, the City of Rochester Office of Public Integrity, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, without delay, at any time during normal business hours, as often as deemed necessary, to retrieve, audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit or investigation reports must be fully cleared by the Subgrantees within 30 days after receipt by the Subgrantees. Failure of the Subgrantees to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or other sanctions as allowed by law and this agreement. The Subgrantees hereby agrees to have an annual agency audit conducted in accordance with current Subrecipient and Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

A. At the expiration of this Agreement, the subrecipient shall remit to Grantee all or part of any program income balances (including investments thereof) held by the subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

B. When program income is retained by the Subrecipient:

1) Activities undertaken with said program income will comply with the provisions of this agreement.

2) Transfer of CDBG funds by the City to the Lender shall be adjusted according to the principals described in 24 C.F.R. § Section 570.504.

3) Any program income on hand when the agreement expires or received after such expiration shall be paid to the City as required under 24 C.F.R. § Section 570.503 (b) (8).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, 570.05 as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Article 15 of the New York State Human Rights Law, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

3. Nondiscrimination

a. The Subrecipient shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status in the performance of services or programs pursuant to this agreement. The Subrecipient agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Subrecipient and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. The Subrecipient shall comply with title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*) popularly known as the Fair Housing Act, which provides that is the policy of the United States to provide, within Constitutional limitations, for fair housing throughout the limited States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling unit to any person because of race, color, religion, sex or national origin.

c. The Subrecipient shall not subject an individual to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.

d. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein

defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the

applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a

housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or

those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Subrecipient 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, in the event that payments by the City to the Subrecipient under this Agreement shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Subrecipient 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. Subrecipient 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 Subrecipient=s employees who are compensated in accordance with the terms of a collective bargaining agreement.

XVII. A-133 SINGLE AUDIT REQUIREMENT

Pursuant to OMB Circular A-133 the Subrecipient and Subgrantees shall provide the City with the following:

1. A Dunn and Bradstreet Number;
2. An A-133 Audit Report from a Single Audit conducted by an independent accounting agency. The Audit Report shall be submitted to both the City of Rochester and the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor’s report, or within 9 months after the end of the audit. The Audit Report shall contain a Financial Statement, schedule of expenditures of federal awards, related auditor reports, and the signature of the preparer (“Reporting Package”). Financial Statements contained in the Reporting Package should contain the following:
 - a. A report on financial statements and on the supplementary schedule of expenditures of Federal awards;
 - b. Opinion on the financial statements and on the supplementary schedule of expenditures of Federal awards;
 - c. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with General Accounting Standards;
 - d. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Circular A-133;
 - e. Schedule of findings and questioned costs, if applicable;
 - f. Summary schedule of prior audit findings;
 - g. Corrective action plan for current findings;
 - h. A Data collection form.
3. Completion Letter: Upon completion of the Audit Report, a Completion letter stating either of the following:
 - a. Subrecipient and Subgrantees are subject to the requirements of A-133, the audit has been completed and there were no material conditions of non-compliance with federal regulations; or,
 - b. Subrecipient and Subgrantees are subject to the requirements of A-133, the audit has been completed, exceptions were noted and a copy of the audit report is provided.

XVIII. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Subrecipient 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.

XIX. DEBARMENT AND SUSPENSION

The Subrecipient certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

XX. COMPLIANCE WITH ALL LAWS

The Subrecipient agrees that, during the performance of the work required pursuant to this agreement, the Subrecipient and all employees working under its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations including but not limited to 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreement to State, Local and Federally Recognized Indian Tribal Government for controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual 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 correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction. Failure to comply may result in the City enforcing any remedy set forth in Section 24 CFR Part 85, Section 43.

XXI. LAW AND FORUM

This agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

XXII. PROHIBITION AGAINST ASSIGNMENT

A. The Subrecipient agrees that he is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the Grantee.

XXIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

CITY OF ROCHESTER

BY: _____

Thomas S. Richards, Mayor

SUBRECIPIENT

BY: _____

Name:

Taxpayer ID. No.:

STATE OF NEW YORK)

COUNTY OF MONROE) SS:

On this ____ day of _____, 2013, before me the subscriber, personally came Thomas S. Richards, 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 him 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 _____, 2013 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