



City of Rochester, NY
Lovely A. Warren, Mayor
Rochester City Council

City of *Rochester*
Request for Proposals (RFP) for
2018 Rochester Citywide Housing Market Study

Proposals to be received by 5:00 PM on Wednesday October 11, 2017

Submit Proposals to:
Elizabeth Murphy, Senior Planner
Department of Neighborhood and Business Development
30 Church St, Rm 005a Rochester, NY 14614
Email: Elizabeth.Murphy@CityofRochester.gov

REQUEST FOR PROPOSALS

The City of Rochester is seeking proposals from qualified Consultants (“Consultant”) to prepare a new Citywide Housing Market Study (“Project”) to help inform housing, development, and neighborhood revitalization strategies for inclusion in its Comprehensive Plan Update, which is currently underway. A new Citywide Housing Market Study is needed to better understand current and potential breadth, depth, and diversity of housing types, markets and market segments, financing tools, and emerging trends, as well as to identify the best data, methods, indicators, and collaborative strategies that can help the City, its residents, and partners to achieve more balanced, sustainable growth.

BACKGROUND

In 2007 the City of Rochester conducted a Citywide Rochester Housing Market Study (<http://www.cityofrochester.gov/housingmarketstudy/>) to develop an objective assessment of the positive and negative trends affecting neighborhood development and estimate housing market potential across the City’s diverse neighborhoods and market types.

The 2007 Citywide Housing Market Study included the development of:

- *The Rochester Atlas* – A review of socio-economic and physical characteristics of the City and its neighborhoods, which set the stage for subsequent analyses in the Study.
- *Rochester Neighborhoods by the Numbers* – An assessment of Rochester’s neighborhoods and classification of their market “health” into a six-part typology (exceptional, stable, transitional high, transitional low, depreciated, distressed).
- *Housing Market Assessment* – An analysis of then current and future housing market potential (not a pure analysis of supply/demand) both citywide and within five specific neighborhoods (downtown, as well as four neighborhoods identified as “transitional” in the typology above).
- *Housing System Assessment* – An assessment and analysis of the various housing programs, incentives, investments, development processes, and other resources that were available to meet housing needs and potential demand within the city (public and private).

The 2007 Study became the basis for the development of the City of Rochester Housing Policy, adopted by City Council in 2008 (see Attachment A). It also formed the basis for the City’s Focused Investment Strategy (FIS), in which 20 percent of our annual Community Development Block Program (CDBG) allocation was devoted to physical improvements and neighborhood rehabilitation initiatives in four target neighborhoods – one in each of the City’s four quadrants – from 2008 to 2014.

Other related housing studies conducted since the 2007 Citywide Housing Market Study include:

- 2014 Analysis of Impediments to Fair Housing Choice
(<http://www.cityofrochester.gov/article.aspx?id=8589963727>)
- Consolidated Community Development Plan's 2015-2016 thru 2019-2020 Strategic Plan
(<http://www.cityofrochester.gov/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=8589965490&libID=8589965475>)
- 2016 FIS Evaluation (<http://www.cityofrochester.gov/fis/>)

Respondents should familiarize themselves with these documents to inform their recommended approach to the Project. A new Citywide Housing Market Study should build on the data, analysis, and findings of past efforts and identify recommendations that can be incorporated in our Comprehensive Plan update.

Timeline

Activity	Time (EST)	Date
RFP Release		September 13, 2017
Deadline for questions	12:00 p.m.	September 22, 2017
Responses to questions provided	5:00 p.m.	September 29, 2017
Proposals due	5:00 p.m.	October 11, 2017
Consultant Finalist Interviews	8:00 a.m. – 5:00 p.m.	October 23-24, 2017
Consultant Selection Notification		October 25, 2017
City Council Approval of Agreement with Consultant		November 14, 2017
Agreement Start Date		Week of November 27, 2017
Agreement End Date		May 31, 2018

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

Communications

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

Elizabeth Murphy, Senior Planner
Department of Neighborhood and Business Development
30 Church St, Rm 005a Rochester, NY 14614
Email: Elizabeth.Murphy@CityofRochester.gov

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

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above (12:00 p.m. on September 22, 2017). Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the City’s web page for this RFP. The City’s failure to provide timely response or provide responses to any questions shall not delay or invalidate the City’s right to make a decision to award an agreement pursuant to this RFP.

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

SCOPE OF SERVICES

The City is seeking a qualified Consultant to perform housing market data collection and analysis services to develop a new Rochester Citywide Housing Market Study. Respondents shall develop their approach and propose a draft scope of services based on the information below, as well as their review of the documents referenced in the Background section above, their understanding of Comprehensive Plans, and their expertise in leading complex communitywide housing market analyses.

Respondent’s draft scope of services shall include recommended tasks and deliverables, with an explanation of the data and methods used to produce them, and accompanying costs and timelines for each. The City

expects that most analysis conducted for this Project will rely on secondary data, but recognizes there may be a need for limited primary data collection through focus groups (up to 7) or interviews (up to 10) with key stakeholders (these could be conducted in person or via phone/webcast, depending on the proposed budget.) Respondent's total fee amount shall not be more than \$100,000 and shall identify and include all professional services, expenses (including travel), overhead, and profit. Costs shall be organized to correspond to specific tasks and deliverables within the proposed scope. The City expects a contract and Project timeline that goes from the week of November 27, 2017 thru the week of May 31, 2018.

We anticipate that a new Citywide Housing Market Study will draw on some elements of the 2007 study, but also seek fresh perspectives and proposals from expert Respondents on what approaches, data, and methods they think would be most valuable and impactful for us to include in an updated analysis. Wherever possible, Respondents should think about how a new Citywide Housing Market Study could be useful to the City's Comprehensive Plan update, as well as in shaping the City's ongoing collaboration with and guidance to developers and development partners. Respondents shall reference the information in sections A thru C below, and where/how it will be incorporated or addressed in their Project proposal, using their specific section letters and numbers:

- A.** The 2007 Rochester Citywide Housing Market Study should be used as the starting point for the analysis. ***At a minimum***, Respondents' proposed services and deliverables should include or address the following:
1. Compare what happened in the City's housing markets relative to the market potential identified in 2007;
 2. Characterize the City's current housing supply, household mix, housing sub-markets and market segments;
 3. Analyze issues, opportunities, and trends and use them to estimate current market potential for a diverse range of housing and household types, locations, affordability levels, etc., including recommendations for specific housing types and affordability levels in different areas;
 4. Summarize existing financing tools and "housing system" components and identify gaps, given emerging trends and market potential;
 5. Identify tools and strategies for the City and other partners to collaboratively develop and/or implement more effective housing and neighborhood revitalization activities throughout our diverse city neighborhoods;
 6. Articulate what are the most important things the City and partners should know and track to maintain good working knowledge of local housing markets, segments, issues, opportunities, and trends (i.e., What's essential vs. nice to know);
 7. Identify what are the best data, indicators, and methods to track, analyze, and effectively respond to trends and emerging issues and opportunities (or better predict/anticipate and manage them);

8. Describe how the City and its partners can ensure that new unit production is effectively balanced with needs to address rehab, vacancy, demolition, and greening or other interim/alternative redevelopment options (e.g., green space, micro-energy production). Identify areas where housing may not be needed or where adding housing might be unhealthy for the market given the market context;
 9. Explore the degree to which residential transience is an issue in our neighborhoods, what the drivers and impacts of transience are on households, neighborhoods, and the housing market(s), and any recommendations to address; and
 10. Discuss the potential for gentrification in the context of Rochester's housing market. Do any areas show signs that they could be impacted by significant increases in property values, and/or ownership and investment patterns, resulting in possible displacement? If so, describe some locally appropriate strategies that should be considered to prevent displacement.
- B.** There are many additional issues and questions that the City and our partners have expressed interest in learning more about through a new Citywide Housing Market Study. Many or all may be relevant to the Project, but we recognize a need to focus and prioritize. Respondents are asked to review the list of issues/questions below and describe which they are able to address in their proposed scope and why:
1. Where and how the City can support more mixed-use and mixed-income housing and development in downtown and within neighborhoods? How can we attract more affordable housing options in strong markets and mixed income options in middle, transitional, or even softer markets?
 2. What are strategies to best mix rent restricted housing (at multiple levels and particularly 60-90% AMI) in different markets to ensure healthy neighborhoods available to a wide range of incomes?
 3. Is there a market for a diverse mix of market-rate housing (rental and owner) downtown that can include more than 1- and 2-bedroom units?
 4. Where are the opportunities to encourage and focus small scale neighborhood development – rehab, reconstruction, infill – particularly mixed use residential?
 5. Is zoning negatively affecting housing submarkets and what are recommended strategies to address in our Comprehensive Plan update? Do regulations such as lot size, lot coverage, setback, parking, dwelling unit conversation standards, accessory unit requirements, etc. help or hinder housing development? Does the answer differ in stronger (market rate) or softer (subsidized) housing markets in Rochester? How do we compare to peer cities on how much land is zoned R-1? Does Rochester have too much land zoned R-1?
 6. What is the role of a successful commercial corridor in seeing a healthy neighborhood housing market? What about other amenities or infrastructure such as walkability, transportation choices, parks, neighborhood schools, solar, high speed internet, jobs access, other? What

role does density and mixed use play in developing successful commercial corridors and housing markets?

7. What are some locally relevant strategies to help stabilize the private sector rental market across City neighborhoods?
8. How does a rental component to neighborhood housing options strengthen or weaken the market for owner occupancy? Do trends in owner occupant vs investor purchases impacts values and neighborhood stability? Are there strategies that the city can employ that might mitigate any identified negative impacts to the owner occupancy market?
9. What are the issues, opportunities, and strategies to better engage and support landlords' business sustainability while also yielding quality, affordable, healthy homes that residents with diverse needs and wants will choose to rent?
10. What are some creative emerging trends and opportunities in housing types, lending or ownership tools, and could they be applicable in Rochester? (e.g., co-housing, tiny homes, live-work spaces, small scale mixed use, net-zero development, resident landlords, community land trusts, cooperative real estate development, etc.)
11. How can/should the City balance spurring investment with yielding to the market (i.e., How many PILOT or other tax agreements can be approved to support development without undermining the City's tax base)?
12. Do City-led or supported housing investments – including, affordable homeownership programs (grants, rehab, new construction), newly construction affordable or supportive rental housing, demolitions, and rehab programs – impact adjacent housing values or surrounding housing markets?
13. Are there strategic opportunities for the City to better utilize some of its key tools to help stabilize and improve neighborhood markets, such as:
 - i. City's Housing Policy
 - ii. Homeownership grants and programs
 - iii. Rehab programs and landlord engagement/supports
 - iv. Greater Rochester Housing Partnership (GRHP)/Home Rochester Program
 - v. Rochester Land Bank Corporation
 - vi. Tax lien sale and city auction
 - vii. PILOTs and other tax abatement programs to encourage new development
 - viii. City Affordable Housing RFP process/ LIHTC gap financing investments
 - ix. Real Estate Inventory/vacant land management
14. Are certain types of housing interventions and unit types more or less effective in helping to stabilize or grow housing markets in different neighborhood types? Does the method we used to identify neighborhoods types in 2007 hold today? (Also, City staff recently analyzed updated data from the neighborhood typologies section of the 2007 study to help identify “middle neighborhoods” – is there anything we should add to the analysis?)

15. Are there particular types of residential (or mixed-use residential) units that don't sell, don't appear to have a market? If so, what are they and is there a role for City or its partners to find creative opportunities to influence the market?
16. Who are the big institutional users that may have existing vacant or new multiunit inventory coming online that needs repurposing and how can the City proactively partner with them? (If there are items above that Respondent believes are *not* important to prioritize at this time – due to the items' relevance to this Project, the estimated cost to address them, etc. – please note them as such or do not incorporate them into proposed services, scope, and deliverables.)

C. *At a minimum*, deliverables for this Project should include:

1. A final document or set of documents
2. All data gathered and analyzed for the Project, including spreadsheets, tables, maps, GIS files, etc.
3. Forms used for any primary data collection (e.g., interview or focus group templates)
4. List of indicators recommended for the City to track progress towards goals
5. Summary of methods recommended for ongoing assessment of housing market issues, trends, and opportunities

Respondents are welcome to propose other deliverables they think would be valuable as well.

The City will be responsible for discussing/finalizing the Project scope, providing relevant city maintained data and GIS files (e.g., info on city programs, grants, investments, parcel files, assessment and code enforcement data, neighborhood geographies, etc.), identifying and arranging meetings with relevant stakeholders to solicit input to the Project, providing input to and approving final document drafts and other deliverables, and responsibilities as outlined in final Project scope and contract agreement.

A Professional Services Agreement (PSA) resulting from this RFP will commence on or around November 27, 2017 for a term of six (6) months (see Attachment B, the City's standard PSA form).

PROPOSAL PREPARATION AND SUBMISSION PROCESS

Proposals must be received by the City no later than 5:00pm on Wednesday, October 11, 2017. Submit ten (10) paper copies and one digital copy (CD or thumb drive) to:

Elizabeth Murphy, Senior Planner
Department of Neighborhood and Business Development
30 Church St, Rm 005a Rochester, NY 14614
Email: Elizabeth.Murphy@CityofRochester.gov

This RFP is designed to facilitate the evaluation and selection of a Consultant that is best able to achieve the City's objectives. The proposal shall contain a cover page, table of contents, and narrative that describes the proposed approach and associated tasks, data, methods, deliverables, timeframes, and costs. All pages shall be numbered and major sections and all attachments shall be referenced in the table of contents.

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

Submission of a proposal shall be deemed authorization for the City to contact Respondent's references. Evaluation of proposals will be conducted by the City based on information provided in the Respondent's proposals and on such other available information that the City determines to be appropriate. The evaluation of proposals may include an on-site assessment, meetings with authorized personnel, and may involve the use of a third-party Consultant.

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see Attachment B, the City's standard PSA form). The establishment of a PSA is contingent upon approval by City Council and upon the availability of funds for such an agreement. The City does not discriminate in any aspect of contracting on the basis of age, race, color, national origin, creed, disability, marital status, sex, or sexual orientation. Unless otherwise stated in the proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA.

Respondents shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their proposal. If interviews are conducted, they will be conducted on October 23 or 24, 2017. Respondents are asked to indicate times that their team is available for an interview on those days between 8:00 a.m. and 5:00 p.m. EST. (Respondents will be notified if they are selected for an interview by Friday October 20, 2017.) Any expenses resulting from such an interview would be the sole responsibility of the Respondent. The City is under no obligation to select any of the Respondents or to conduct the Project described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

PROPOSAL CONTENT

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

- A. A Project narrative that describes the Respondent's understanding of the City's needs and the unique value the Respondent will bring to the process and Project.

- B. Proposed approach the Respondent will use to conduct this Project, including description of the data and methods that will be used for analysis, as well as the major proposed tasks and deliverables, their costs, and the value they deliver.
- C. Information about the Respondent and its qualifications for this Project. Include information about the best examples of your prior work that is similar to the Project being solicited herein by the City. Documented evidence of the Respondent's capacity to perform the work, including references, contact names, and phone numbers.
- D. An itemized budget including staff hours and billing rates and travel costs that addresses each of the tasks and deliverables identified in the proposed approach.
- E. The name and resume of the Respondent's lead person for the Project. Names, resumes, and roles of all staff who will be involved in the Project. Provide data on the diversity of Respondent's overall workforce, including total number of employees, and percentages of minorities and females employed.
- F. Names, resumes, and roles of sub-contractors, associates, or any non-employees who will be involved in the Project.
- G. Information about Respondent's presence in Rochester and Monroe County (N.Y.) and/or and collaborative relationships with local firms that are to be formed for this Project.
- H. Times that the Respondent is available for an interview, if invited, on October 23 and 24, 2017. (Respondents will be notified if they are invited for an interview by Friday October 20, 2017.)

EVALUATION CRITERIA

The following is a summary of proposal evaluation criteria. It is within the City's sole discretion to determine the value assigned to each of these criteria.

Proposal Quality (40): The Respondent's comprehension of the needs of the City as demonstrated by the description and quality of its proposed approach, data, methods, tasks, deliverables, and costs.

Experience (30): The Respondent's relevant experience in providing the same or similar services.

References (10): Evaluation of the Respondent's work for previous clients receiving similar services to those proposed in this RFP.

Commitment of Key Principals to the Project (10): Demonstration of availability of senior-level staff or associates to be assigned to this Project to ensure depth, accountability, and diversity of perspective.

Other Criteria (10): Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

MISCELLANEOUS

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

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

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

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

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 FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 20__, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant".

WITNESSETH:

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

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

WHEREAS, the City wishes to engage the Consultant to assist the City to complete the Project utilizing CDBG funds; and

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

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

SECTION 1. DESCRIPTION OF SERVICES

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

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

C. The City shall (IF APPLICABLE)

SECTION 2. TERM

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

SECTION 3. FEE

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

1. (describe payment as being either a lump sum payment or a phased payment, e.g., monthly, quarterly, upon completion of tasks etc.)

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

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

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

SECTION 5. TERMINATION FOR DEFAULT

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

upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

SECTION 6. INDEMNIFICATION

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

SECTION 7. INSURANCE

A. General Liability Insurance (IF APPLICABLE)

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

B. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation

and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

SECTION 8. EQUAL OPPORTUNITY

A. General Policy

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

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

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

C. Compliance

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

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

work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

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

D. Non-discrimination in CDBG Funded Activities

The Consultant's services shall be subject to HCD Section 109, under which no person shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds. The Consultant's services shall also be subject to the prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] as implemented by 24 CFR Part 146, as well as against discrimination respecting an otherwise qualified handicapped individual as provided in Section

504 of the Rehabilitation Act of 1973 [29 U.S.C.794] and title II of the Americans with Disabilities Act [42 U.S.C. 12101 *et seq*] as implemented by 24 CFR Part 8.

E. Compliance with the Fair Housing Act and Executive Order No. 11063

In accordance with the Fair Housing Act (42 U.S.C. 3601-19) and its implementing regulations at 24 CFR parts 100 and 103 and Executive Order 11063, as amended, and implementing regulations at 24 CFR part 107, the Contractor shall not subject any person to discrimination because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate-related transactions provided hereunder.

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

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

SECTION 10. FREEDOM OF INFORMATION LAW

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

SECTION 11. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

SECTION 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

SECTION 13. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local,

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

SECTION 14. AUDIT

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

SECTION 15. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 16. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

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

SECTION 17. EXTENT OF AGREEMENT

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

SECTION 18. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or

employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 19. LAW

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

SECTION 20. NO-WAIVER

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

SECTION 21. SEVERABILITY

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

SECTION 22. DEBARMENT AND SUSPENSION

The Consultant 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 sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR Part 2424 and 2 CFR Part 180.

SECTION 23. CONFLICT OF INTEREST

In accordance with 2 CFR §200.318 and 24 CFR §570.611, the Consultant shall preclude any person who is an employee, agent, consultant, officer, elected official, or appointed official of the City, and who exercises or exercised any functions or responsibilities with respect to the contract, from obtaining a financial interest or benefit from the contract, including interests and benefits in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they

have family or business ties, during their tenure or for one year thereafter. Any financial interest or benefit of any person covered by this section must be documented and disclosed by the Consultant to the City.

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

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

CONSULTANT

BY: _____
Name:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

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

Notary Public

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

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public