



CITY OF ROCHESTER  
Request for Proposals

## **International Plaza Administration**

Issued April 26, 2024

By:

City of Rochester  
Department of Recreation and Human Services  
Public Market Operations  
57 St. Paul St.  
Rochester, NY 14604

Submission Due Date:

No submissions will be accepted after May 9, 2024, 12:00 p.m. (noon), *No exceptions.*

Submissions: Email (required): [farrj@cityofrochester.gov](mailto:farrj@cityofrochester.gov)

Mail:

Attention Jim Farr  
Department of Recreation and Human Services,  
City of Rochester  
57 St. Paul St., Rochester, NY, 14604



# REQUEST FOR PROPSALS

The City of Rochester is seeking proposals from Consultants to administer a Community Development Block Grant (CDBG) program at **La Marketa at the International Plaza** (“La Marketa”) in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

La Marketa is a public gathering and event space for community and culturally relevant programming as well as a market space that offers a variety of vending options ranging from pop-up tents and carts to more permanent retail locations housed in converted shipping containers. Local entrepreneurs can sell their products and services in a low risk, low cost, flexible environment that is envisioned to become an incubator for neighborhood economic development.

CDBG funding will be used to support the site management and daily operations of the La Marketa including vendor development and management, special event & promotional development activities, site supervision, community engagement, nutrition education, and culturally relevant experiential learning opportunities such as workshops and training.

## TIMELINE

Activity	Time	Date
RFP Release	--	April 26, 2024
Deadline for questions	12:00 PM	May 2, 2024
Response for questions submitted	5:00 PM	May 6, 2024
Proposals due	12:00 PM	May 9, 2024
Consultant Selection Notification	9:00 AM	May 16, 2024
Agreement Start Date	--	July 1, 2024 anticipated

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

## COMMUNICATIONS

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

**James Farr, Director of Markets**  
**City of Rochester Department of Recreation and Youth Services**  
**James.Farr@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. 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 timely respond or provide responses to any questions shall not delay or invalidate the City’s right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep 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**

Respondent's proposal shall demonstrate an understanding of each of the following Scope of Services sections:

### **A. Program Delivery**

The City is seeking the services of a Consultant to perform the following services as a CDBG Subrecipient to implement the required program delivery activities as specified below.

#### **Activity #1: Develop and implement regular Market days and special events at La Marketa @the International Plaza:**

- a) Regular Market days will be held as follows:
  - i. Sundays from 1 pm to 5 pm, from approximately mid-May to mid-October.
  - ii. The regular Market day schedule shall be established by the City of Rochester on a seasonal basis and reviewed periodically by the City and Consultant. The schedule is subject to change at the discretion of the City's Director of Public Market or his designee, and the City reserves the right to close the Market due to holidays or scheduled City closures, inclement weather, or other emergencies.
- b) Special Events as described below:
  - i. Special Events will focus on arts and cultural activities and entertainment and will be delivered during and outside of La Marketa's regular hours of operation.
  - ii. Consultant shall provide the proposed special events schedule to the City for the upcoming year by June 15, 2024 for approval. The schedule is subject to change at the discretion of the City's Director of Public Market or his designee, and the City reserves the right to cancel special events due to holidays or scheduled City closures, inclement weather, or other emergencies.
- c) Vendor Development:
  - i. Assist in identifying potential vendors and participate in selection process as determined by the City.
  - ii. Facilitate monthly vendor orientations and business management sessions.
  - iii. Provide marketing and business management resources to vendors.
  - iv. Ensure that vendors comply with all La Marketa rules, regulations, and policies.
- d) Consultant shall provide one full-time La Marketa Site Supervisor and additional staff and volunteer support during all La Marketa Market days and special events.
- e) Consultant's La Marketa site manager shall participate in regular La Marketa operational and advisory meetings.
- f) Consultant shall provide the City with an annual report detailing La Marketa expenses and revenues related to Consultant sponsored cultural and special events.
- g) Consultant shall obtain written authorization from the City prior to posting or display of any signage or other print materials at La Marketa.
- h) Consultant shall identify and pursue grants and other fundraising opportunities on behalf of La Marketa.
- i) City will allow Consultant to promote the partnership and utilize the City logo and name on merchandise and printed materials. Consultant will provide drafts of any ads, merchandise, or other media materials that utilize the City logo to the City for approval prior to production.

#### **Activity #2: Assist the City in developing and executing a promotional campaign on behalf of La Marketa.**

- a) Develop neighborhood and community contacts and promote La Marketa to residents.
- b) Develop and foster relationships with neighborhood organizations for vendor recruitment and La Marketa promotion.

- c) Obtain written authorization from the City prior to any use of the City or La Marketa logo or name, and provide proofs of any ads, merchandise, or other media materials related to La Marketa to the City for approval prior to production.

## B. Certification of CDBG 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 must certify in their agreement in the city that the activity(ies) carried out under this Agreement will **benefit low and moderate income persons**. (See *Exhibit A, Sample Agreement for Professional Services*).

## C. Reporting Requirements: Levels of Accomplishment – Goals and Performance Measures

The Subrecipient shall agree to provide the following levels of program services:

<u>Activity #1</u>	<u>Total Units</u>
# Market Days held	25
# Special Events held	20
Total La Marketa attendance (visitors)	20,000

## D. Staffing

The Subrecipient shall agree to provide the following staffing:

### **1 FTE La Marketa site manager**

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

## E. Duration

The agreement shall be in effect for one calendar year from the date of execution.

## F. Payment

It is expressly agreed and understood that the total amount to be paid to the Subrecipient under this Agreement shall not exceed **Seventy Two Thousand Dollars (\$72,000.00)**. 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.

The Subrecipient shall have the right to bill the Grantee for services performed and not already billed at project completion. No payments shall be made except upon execution of contract and the Subrecipient shall submit invoices and necessary documentation for the request must be attached in the manner described by the Grantee to receive payment.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

# RESPONSE PREPARATION AND SUBMISSION PROCESS

Responses are due to the City no later than May 9, 2024 at 12:00 p.m. and must be submitted digitally to:

**James Farr, Director of Markets**  
**City of Rochester Department of Recreation and Youth Services**  
**James.Farr@CityofRochester.gov**

Each RESPONSE shall be signed by an individual authorized to enter into and execute contracts on the

Respondent's behalf. Unless otherwise specified in its RESPONSE, Respondent represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Submission of a RESPONSE shall be deemed authorization for the City to contact Respondent's references. Evaluation of RESPONSEs will be conducted by the City based on information provided in the Respondent's proposal and on such other available information that the City determines to be relevant. The evaluation of RESPONSEs 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 Exhibit A, Sample Agreement for Professional Services*).

Respondents shall provide sufficient information in their written RESPONSEs 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 RESPONSE. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the responding 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 RESPONSE or responding to the City's requests with respect to the RFP.

## **CONTENT**

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

- A. Respondent's Qualifications: Information about the Respondent and its qualifications for this Project. Include information about prior engagements similar to that being solicited herein by the City (e.g., market management, administration and management of CDBG or similar federal grant projects with reporting requirements). Documented evidence of the Respondent's capacity to perform the work, including references, contact names, and phone numbers.
- B. Project personnel: 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 and hourly reimbursement rates proposed.
- C. Local presence: Information about Respondent's presence in the City of Rochester and specifically in the North East neighborhoods of the City.
- D. Project Budget: An itemized budget including staff hours and billing rates which addresses each of the tasks identified in the Scope of Services.
- E. Subcontractors: Names, resumes, and roles of sub-contractors, associates, or any non-employees who will be involved in the Project.
- F. Rochester presence: Information about Respondent's presence in the City of Rochester and/or any collaborative relationships with local firms that are to be formed for this Project.
- G. MWBE: Statement as to whether or not the Respondent is a bona fide MWBE firm, will use bona fide MWBE subcontractors and the percentage of the workforce utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Consultant's workforce and that of any subcontractors who will be utilized.

## **EVALUATION CRITERIA**

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

**Proposal:** The Respondent's comprehension of the needs of the City as demonstrated by its description of its approach to the elements listed in the Scope of Services section of this RFP.

**Experience:** The Respondent's relevant experience, which demonstrates understanding of scope of services, grant requirements, and ability to provide the services.

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

**Local Presence:** What is the Respondent's presence in the area?

**Reimbursement Rate:** An amount not to exceed \$72,000.

**Familiarity of the International Plaza or other similar facilities:** Evaluation of the Respondent's familiarity with the International Plaza or similar venues

**Commitment of key principals to the Project:** Demonstration of availability of senior-level staff or associates to be assigned to this Project to ensure depth, accountability, and diversity of perspective.

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

Respondents shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. **City of Rochester location preference:** The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants located in the City, through an additional weighting of 10%. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.
3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
4. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subcontractors during the term of the PSA.
5. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their and/or their subcontractors' workforce on this Project meets or exceeds these goals shall receive an additional weighting of 10%. If selected, the Respondent shall submit a Workforce Staffing Plan on the City's Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

6. If selected, the Respondent shall provide MWBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
7. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.

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

The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a RESPONSE are required to be given. Although costs are an important consideration, the decision will be based on proposals and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all RESPONSEs or to accept a RESPONSE that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the RFPs 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 RFP and all materials submitted with the RESPONSE shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the RFP, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a RESPONSE 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.

## Exhibit A, Sample Agreement for Professional Services

**AGREEMENT BETWEEN  
THE CITY OF ROCHESTER  
AND  
SUBRECIPIENT  
FOR  
LA MARKETA AT THE INTERNATIONAL PLAZA**

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 the Consultant with offices located 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 **La Marketa at the International Plaza program** (“La Marketa”) in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

La Marketa is a public gathering and event space for community and culturally relevant programming as well as a market space that will offer a variety of vending options ranging from pop-up tents and carts to more permanent retail locations housed in converted shipping containers. Local entrepreneurs can sell their products and services in a low risk, low cost, flexible environment that is envisioned to become an incubator for neighborhood economic development.

CDBG funding will be used to support the site management and daily operations of the La Marketa including vendor development and management, special event & promotional development activities, site supervision, community engagement, nutrition education, and culturally relevant experiential learning opportunities such as workshops and training.

Such program will include the following activities eligible under the Community Development Block Grant program:

#### **Program Delivery**



**Activity #1: Develop and implement regular Market days and special events at La Marketa @the International Plaza:**

- a) Regular Market days will be held as follows:
  - i. Sundays from 1 pm to 5 pm, from approximately mid-May to mid-October.
  - ii. The regular Market day schedule shall be established by the City of Rochester on a seasonal basis and reviewed periodically by the City and SUBRECIPIENT. The schedule is subject to change at the discretion of the City's Director of Public Market or his designee, and the City reserves the right to close the Market due to holidays or scheduled City closures, inclement weather, or other emergencies.
- b) Special Events as described below:
  - i. Special Events will focus on arts and cultural activities and entertainment and will be delivered during and outside of La Marketa's regular hours of operation.
  - ii. SUBRECIPIENT shall provide the proposed special events schedule to the City for the upcoming year by March 15, 2024 for approval. The schedule is subject to change at the discretion of the City's Director of Public Market or his designee, and the City reserves the right to cancel special events due to holidays or scheduled City closures, inclement weather, or other emergencies.
- c) Vendor Development:
  - i. Assist in identifying potential vendors and participate in selection process as determined by the City.
  - ii. Facilitate monthly vendor orientations and business management sessions.
  - iii. Provide marketing and business management resources to vendors.
  - iv. Ensure that vendors comply with all La Marketa rules, regulations, and policies.
- d) All activities will be implemented in accordance with the La Marketa policies and procedures manual.
- e) SUBRECIPIENT shall provide one full-time La Marketa Site Supervisor and additional staff and volunteer support during all La Marketa Market days and special events.
- f) SUBRECIPIENT's La Marketa site manager shall participate in regular La Marketa operational and advisory meetings.
- g) SUBRECIPIENT shall provide the City with an annual report detailing La Marketa expenses and revenues related to SUBRECIPIENT sponsored cultural and special events.
- h) SUBRECIPIENT shall obtain written authorization from the City prior to posting or display of any signage or other print materials at La Marketa.
- i) Identify and pursue grants and other fundraising opportunities on behalf of La Marketa. SUBRECIPIENT shall receive written authorization from the City before submitting any grant or funding request to a potential sponsor and before entering into any agreement on behalf of or in relation to the La Marketa.
- j) Allow SUBRECIPIENT to promote the partnership and utilize the City logo and name on merchandise and printed materials. SUBRECIPIENT will provide drafts of any ads, merchandise, or other media materials that utilize the City logo to the City for approval prior to production.

**Activity #2: Assist the City in developing and executing a promotional campaign on behalf of La Marketa.**

- a) Develop neighborhood and community contacts and promote La Marketa to residents.
- b) Develop and foster relationships with neighborhood organizations for vendor recruitment and La Marketa promotion.
- c) Obtain written authorization from the City prior to any use of the City or La Marketa logo or name, and provide proofs of any ads, merchandise, or other media materials related to La Marketa to the City for approval prior to production.

**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**.

C. Levels of Accomplishment – Goals and Performance Measures

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

<u>Activity #1</u>	<u>Total Units</u>
k) # Market Days held	45
l) # Special Events held	15
m) Total La Marketa attendance (visitors)	20,000

D. Staffing

**1 FTE La Marketa site manager**

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

## II. TIME OF PERFORMANCE

A. Start and Completion Dates

Services of the Subrecipient shall start **July 1, 202x** and end on **June 30, 202x**. 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.

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. The Subrecipient 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.

## III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$38,220

Fringe	\$8,780
Office Space (Program only)	0
Utilities	0
Communications	0
Reproduction/Printing	0
Supplies and Materials	\$500
Equipment	\$500
Insurance	0
Mileage	0
Audit	0
Other (Specify): Special Events Promotion	\$1,000
Indirect Costs (10% Administrative)	\$5,000
Contract Services (Entertainment, Performances, Equipment Rental)	\$18,000
<b>TOTAL</b>	<b>\$72,000</b>

Any indirect costs charged must be consistent with the conditions of Paragraph IX (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.

#### **IV. RECAPTURE AND REALLOCATION OF SUBRECIPIENT'S 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 **Seventy Two Thousand Dollars (\$72,000.00)**. 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.

The Subrecipient shall have the right to bill the Grantee for services performed and not already billed at project completion. No payments shall be made except upon execution of contract and the Subrecipient shall submit invoices and necessary documentation for the request must be attached in the manner described by the Grantee to receive payment.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

#### **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:

Dr. Shirley JA Green, Commissioner  
City of Rochester Department of Recreation and Human Services  
57 St. Paul St  
Rochester, NY 14604  
(585) 428-7962

And  
SUBRECIPIENT REPRESENTATIVE AND ADDRESS

## **VII. SPECIAL CONDITIONS**

- A. The Subrecipient will comply with City policy and State law regarding prevention and reporting of child abuse, as described in City Department of Recreation and Youth Services Policy and Procedure #10-1, a copy of which is attached. Compliance with this Policy will protect children from abuse when they are in our care; aid those youth participants who may be neglected or abused outside of our care, and protect the City and the Subrecipient from unfounded accusations of abuse.
- B. Follow all CDC and New York State recommended health guidelines regarding COVID-19, including masks or cloth face covering, social distancing and sanitization. The City also reserves the right to close or cancel La Marketa Market days, special events, or other public activities for any reason whatsoever due to COVID-19 health concerns, and shall have no liability to Consultant for payment of fees or any costs incurred by Consultant, related to such closure or cancellation.

## **VIII. GENERAL CONDITIONS**

### **A. General Compliance**

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. 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.

E. 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 2 CFR 200.304 and 2 CFR 200.310.

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 2 CFR Part 200 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.

#### J. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

In accordance with 2 CFR Part 200, 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 2 CFR Part 200 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 Circular 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” 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. Financial records as required by 2 CFR Part 200; and
- e. 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 Family Educational Rights and Privacy Act and any state or local laws governing the privacy of student information 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 under this agreement are the property of the City of Rochester. The Subrecipient may produce for their records a complete reproducible set of all documents. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient 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 Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular 2 CFR Part 200.

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.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

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.

**X. 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.

2. 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 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.

3. 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.

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. 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.

## 3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 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.

## 4. 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.

#### 5. 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.

#### 6. 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.

### **XI. 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.

### **XII. 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.

### **XIII. 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.

In all cases in which equipment is 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].

### **XIV. 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](http://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.

**XV. 2 CFR PART 200 SINGLE AUDIT REQUIREMENT**

Pursuant to OMB Circular 2 CFR Part 200 the Subrecipient shall provide the City with the following:

1. A Unique Entity Identifier Number;
2. A 2 CFR Part 200 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 fiscal year. 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 2 CFR Part 200;
  - 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 are subject to the requirements of 2 CFR Part 200, the audit has been completed and there were no material conditions of non-compliance with federal regulations; or,
  - b. Subrecipient are subject to the requirements of 2 CFR Part 200, the audit has been completed, exceptions were noted.

**XVI. 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.

#### **XVII. 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 2 CFR Part 200.

#### **XVIII. 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 2 CFR Part 200 , 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 2CFR Part200.

#### **XIX. 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.

#### **XX. PROHIBITION AGAINST ASSIGNMENT**

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.

#### **XXI. 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: \_\_\_\_\_  
Malik D. Evans, Mayor

SUBRECIPIENT

BY: \_\_\_\_\_  
xxxxxx

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the subscriber, personally came MALIK D. EVANS, known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in 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 this \_\_\_\_\_ 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