



REQUEST FOR PROPOSALS Landlord / Tenant Services

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- 3. Rental Summit Participant Comments-June 24 2008 by Questions
- 4. Landlord Focus Group Comments-August 13 2008 by Questions
- 5. NYS Coalition of Prop Owners Comments-April 3 2008
- 6. Park Ave LL Association Comments-August 22 2007
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PART 1. PROGRAM DESCRIPTION

The City of Rochester is seeking proposals from qualified Rochester area consultants to provide housing services for landlords and tenants to help strengthen the City 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.

Services may include: One-on-one business development planning, landlord business plan assessments, landlord education, technical assistance to housing providers, tenant education, counseling and legal assistance for tenants, owner/tenant mediation, and other services provided to landlords and/or tenants aimed at strengthening the rental market as described above. Refer to comments received from a variety of sources for ideas. Respondents can be a single firm or collaboration with demonstrated ability.

According to the most recent Census, Rochester has approximately 89,003 housing structures and 99,820 housing units. Of these structures and units, 60% are renter occupied. Historically, the majority of the City's housing programs have focused on providing services to the low and moderately income homeowners. While the City continues to support homeowners, it is recognized that to strengthen Rochester's neighborhoods the rental market needs to be fortified.

This sentiment was echoed in the Housing Market Study and Recommendations, which was completed in 2007. The commitment to the rental market is also reflected as a prominent component in the City's new Housing Policy, which was adopted in March of 2008.

In the past the City has operated three programs targeted at the rental market: 1) Landlord training; 2) Owner/tenant mediation, and; 3) Legal services for low-income tenants. These programs have operated for over a decade with very little change. While these programs were successful, there are new challenges and opportunities to improve and enhance these services or to identify new services that better address the goals of the new Housing Policy.

Within the last decade, a new zoning code has been implemented, lead paint ordinance has been adopted, and code enforcement is handled at Neighborhood Service Centers. There is an increased number of out-of-town investors, more concern regarding discussion of tenant accountability, and improved technology.

It is the desire of the City to be a catalyst for improvement to the rental market. To better understand the Rochester's rental market and its needs, the first Rental Market Summit was held in June of this year. Over 1,500 landlords were invited and

approximately 200 attended. The Summit was an opportunity for the City's housing partners to describe services currently being offered and for housing providers/landlords to share what services were important to them and their concerns. In addition, a smaller Landlord Roundtable discussion was conducted to further understand the services needed. These efforts built upon earlier discussions with housing providers and investors regarding the development of the Housing Policy. This RFP is based upon the responses received from the Rental Summit, Landlord Roundtable Discussion and information gathered from the City's housing partners.

PART 2. PROPOSAL INFORMATION

A. Proposal Submission

For a Proposal to be considered for review, the following actions are required of the applicant:

- ☐ Conduct of a thorough review of the entire contents of this proposal package.
- ☐ Submission of all information requested on the required forms and in the required format.
- ☐ Provision of text submission response typed in 1.5 spaced, 12 point Font, Arial preferred, with sequential page numbers clearly identified.
- ☐ Submission of the Proposal Cover Page as the first page of the proposal, and followed by the narrative, requested financial information, and Proposal Checklist (attached as Exhibit E: Proposal Checklist).
- ☐ Provision of direct and complete answers to all questions in the Proposal Narrative section.
- ☐ Use of "N/A" in any section should an item be inapplicable.
- ☐ Addition of any additional information to the proposal marked as "Attachment".

- ☐ Submission of one (1) clipped, ***unstapled***, original and four (4) ***stapled*** copies of the proposal and two (2) copies of the most recent audited financial statement must be submitted no later than: 4:00 p.m. on Monday, November 3, 2008 to:

Carol Wheeler, Manager of Housing
City of Rochester Department of Community Development
30 Church Street, Room 028 B
Rochester NY 14614

B. Proposal Selection Criteria

1. Priority will be given to those proposals best demonstrating:

- An established track record of providing a landlord and tenant services that include the components described above;
- Documented, sound organizational management practices including financial accountability, plan for staffing and technical expertise;
- Full and thorough knowledge of Rochester's rental housing market, fair housing, the lead ordinance, real property laws, building and zoning codes;
- Established capacity to leverage additional resources and/or a plan for leveraging resources;
- Possession of the skills and ability to provide services citywide;
- Adherence to the proposal submission instructions and criteria;
- Demonstration of how services can be used as a community development tool;
- Cost and fees;
- Ability to collaborate with other housing organizations to provide the maximum level of customer service;
- Ability to provide services in more than one language;

Proposed services and programs must be consistent with the City of Rochester Housing Policy.

C. Selected respondent(s) must provide:

1. A certificate of liability insurance naming the City of Rochester as additional insured for one million dollars (\$1,000,000).
2. A New York State Workers' Compensation Insurance certificate for employees to be paid by this funding.

D. Proposal Process Timeline/Schedule

I. Request for Proposal

October 7, 2008: RFP Issued

October 14, 2008: Request for Proposal Informational Meeting
1:30 p.m., City Hall, 30 Church Street
Conference Room 208 A

II. Request for Proposal Submission

November 3, 2008: One (1) clipped, ***unstapled*** original proposal, four (4) ***stapled*** copies of the proposal, and two (2) copies of the organization's most recent audited financial statement must be received by 4:00 p.m. by:

Carol Wheeler, Manager of Housing
City of Rochester Department of Community Development
30 Church Street, Room 028 B
Rochester NY 14614

Please note that proposals presented after 4:00 p.m. will not be accepted.

III. Consultant Selection

November 13 2008: Applicants notified of recommendation to City Council

November 25, 2008: Expected City Council approval of recommended Agreement

December 15, 2008: Upon City Council approval, signed contracts submitted by Consultant forwarded for Mayor's signature

January 2, 2009: Program start date upon executed Agreement

PART 3. REQUIRED LANDLORD PROPOSAL FORMAT

For a proposal to be considered for review, the following application form must be submitted with the information requested.

A. Proposal Application/ Page 1: Use this form only

City of Rochester Bureau of Housing and Project Development Residential Assistance Program REQUEST FOR PROPOSAL

Applicant Name: _____

Application Street Address: _____

City, State & Zip: _____

Mailing Address if different from Street Address: _____

Contact Person: Name, Title: _____

Telephone No.: _____ Email Address: _____

Fax Number: _____

Organization Type: ____ For Profit ____ Not for Profit

Taxpayer I.D. No.: _____

Description of Organization: _____

Office Hours/Days and Hours of Operation:

B. Proposal Narrative

Please provide a complete response to each information element below. When including additional pages to your proposal, please clearly mark each response to the corresponding number of the information element.

1. Briefly describe your organization's experience in the providing services to Landlord and/or Tenants.
2. Please describe your organizational capacity to perform high-quality tenant and/or landlord services. Indicate any special skills, competencies, certifications, licenses, or areas of expertise.
3. Please describe the proposed program or services, including: target audience for services, description of services to be provided provided, goals and objectives for services, expected outcomes, and any other information that shows how the proposal will help strengthen the rental market.
4. Please indicate whether you have the capacity to provide the services in more than one language.
5. Please provide a staffing plan outlining the specific roles to be fulfilled for proposed program. In the plan, please identify the staff person(s) by name and title, and the number of hours and percentage each will devote to the proposed program.
6. Please provide a budget for the services to be provided and describe your strategy to leverage other funds.
7. Please describe your financial management systems.
8. Please describe your client record and tracking system for landlord and tenant clients.
9. Describe any collaboration(s) that you have or will develop to effectively implement this program.
10. Please describe your system for tracking measurable program outcomes.

~add additional pages as necessary~

C. Required Qualifications, Indemnity and Insurances (Boiler Plate)

(See attachment 7)

D. Proposal Checklist

This checklist is to filled out and returned with the Proposal – no exceptions.

<i>Preparer's Initials</i>	<i>I certify the following actions have been taken in preparation of this submission:</i>
	The entire contents of this proposal package have been reviewed.
	All information requested on the required forms have been supplied in the required format.
	The enclosed proposal is typed in 1.5 space format with a 12 point font.
	All pages have been numbered sequentially.
	The Proposal Cover Page is provided as the first page of the proposal, and followed by the narrative and requested financial information.
	All questions in the Proposal Narrative section have been answered directly and completely.
	The staffing plan is included.
	Any additional information to the proposal has been marked as "Attachment".
	A copy of our certificate of liability insurance naming the City of Rochester as additional insured for one million dollars (\$1,000,000) is included as an attachment.
	A copy of our NYS Workers' Compensation Insurance certificate for employees to be paid by this funding is included as an attachment.
	One (1) clipped, unstapled, original and four (4) stapled copies of the proposal and two (2) copies of the most recent audited financial statement are enclosed in this package that has been prepared for delivery to: Carol Wheeler, Manager of Housing City of Rochester, Dept of Community Development 30 Church Street, Room 028B Rochester, NY 14614

Attachment 1

Housing Market Analysis Recommendations

www.rochesterhousingstudy.com

City-Wide Rochester Housing Market Study

Recommendations



July. 07



Acknowledgements

Mayor Robert J. Duffy
Deputy Mayor Patricia K. Malgieri
Julio Vázquez Sr., Commissioner of Community Development

Lois J. Giess, City Council President, East District Councilmember
Gladys Santiago, City Council Vice President, At-Large Councilmember
Carolee A. Conklin, At-Large City Councilmember
Benjamin L. Douglas, Northeast District Councilmember
John F. Lightfoot, At-Large Councilmember
Adam McFadden, South District Councilmember
Dana K. Miller, At-Large Councilmember
William F. Pritchard, At-Large Councilmember
Robert J. Stevenson, Northwest District Councilmember

Advisory Committee

Alma Balonon-Rosen, Director/Upstate New York Programs, Enterprise Community Partners
William G. Clark, President & CEO, Urban League of Rochester, New York, Inc.
Anthony DiBiase, Executive Director/CEO, Rochester Housing Authority
Jay S. Golden, Resident
Chris Hilderbrant, Director of Advocacy, Center for Disability Rights
Patricia A. Jackson, Executive Director, Southwest Area Neighborhood Association
Robert Miglioratti, Chairman of the Board, Greater Rochester Association of Realtors
Christine Nothnagle, President, Nothnagle Home Securities Corp.
Hilda Rosario-Escher, President, Ibero-American Action League, Inc.
R. Scott Schmid, Vice President, JPMorgan Chase Bank, Community Development Group
William F. Sullivan, Chief of Staff, City Council
Patrick Tobin, Vice President, Christa Development
Eric Van Dusen, Program Director, NeighborWorks Rochester
Heidi N. Zimmer-Meyer, President, Rochester Downtown Development Corporation

City Staff Team

Bret Garwood, Director, Bureau of Housing and Project Development
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Chuck Thomas, Director, Bureau of Planning
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Carol Wheeler, Manager of Housing

Consultant Team

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Interface Studio LLC
Scott Page, Principal
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Nina Liou
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John Stainton

Web Designer
Urban Insight, Inc.

I. Executive Summary

Rochester is a city faced with many challenges yet is also blessed with tremendous opportunities. Capable leadership, a strong commitment to the City by residents and non-profit organizations, and a full array of urban amenities comprise the basis of a solid foundation from which to move forward.

In recent years, cities across the country in weak and strong markets alike have collected and mapped data at the neighborhood level, carefully studied their market demand, and re-tooled their housing policies to meet the needs of the 21st century. Through this process, significant milestones have been achieved. Some cities have created real and sustained markets for new downtown housing where none previously existed. These new markets helped to spark improvements not only in the neighborhoods in which the new housing was built, but throughout all neighborhoods in these cities. The subsequent increase in tax revenue combined with newly leveraged private dollars provided more resources to tackle other deep-seated social and economic issues city-wide. The most important result, and the one most difficult to measure, is the enhanced community pride and confidence that stems from a city making visible improvements. This potential is not out of reach in Rochester.

This document represents the final phase of work completed by Interface Studio LLC for the City-Wide Rochester Housing Market Study. These goals and recommendations are derived from the eight month study process focused on understanding the dynamics of the City's housing market, including extensive data analysis and outreach with local stakeholders. The full analysis of the City's housing market is available on the project's website – www.rochesterhousingstudy.com.

The recommendations contained in this document represent a wide range of ideas and strategies in terms of both specificity and vision. This Study specifically asked that the City take a step back and re-evaluate its approach. To do this, the recommendations must serve to touch both the visionary and pragmatic. The recommendations that articulate strong and long-term visions are intended to spark discussion and provide a framework for shaking up conventional thinking. The more specific recommendations provide a sense that small scale interventions when linked to a comprehensive vision can make a difference. The objective is to provide a broader context within which new strategies such as the “focusing” of City funds should emerge.

This planning process has emphasized that all strategies need to be aligned with a theory of change that is grounded in the facts. This housing study and analysis provides the factual framework to develop new ways to view Rochester's challenges and, thus, new approaches.



SUMMARY OF GOALS & RECOMMENDATIONS

The objective of this Study since its inception is to link the data-driven analysis to specific recommendations. Ten critical issue areas were identified. Each issue area generated a corresponding goal to which the City and its partners should aspire. The goals are broad and represent a wide range of inter-related activities the City and its partners need to consider when developing a housing policy. Specific, action-oriented recommendations accompany every goal. Collectively, the goals and recommendations address the key factors that determine the City's housing market potential. These include the role the City plays in the regional context, the local development environment, the quality and character of the City's neighborhood fabric, and government and institutional ability to bring about change. The goals and key recommendations are summarized below.

1. Issue: Rochester has lost population and is located in a 'slow-growth' region.

Goal: Position Rochester to lead the way in smart solutions to upstate problems.

Key Recommendations include:

- Leverage outside resources for neighborhood revitalization and lobby Albany on Smart Growth issues.
- Strengthen regional cooperation and planning.
- Promote Rochester as the vibrant, urban center of the region.

2. Issue: Market development is hampered by lack of confidence in the depth of the market.

Goals: Build confidence in the public, private and non-profit sectors that Rochester can and will improve.

Support and sustain the current development momentum, creating a strong residential and mixed use market in downtown. Prime expansion of this market to the neighborhoods.

Key Recommendations include:

- Renew Rochester's housing stock with new residential products that address market demand.
- Encourage new development through an effective permitting process.
- Strategically utilize Development Resources to support market growth.
- Assemble sites for large scale development.



3. Issue: Rochester's housing stock does not meet the full needs of today's individuals and families.

Goal: Reinvigorate the City's neighborhoods with a greater range of housing typologies and design to fully meet market potential.

Key Recommendations include:

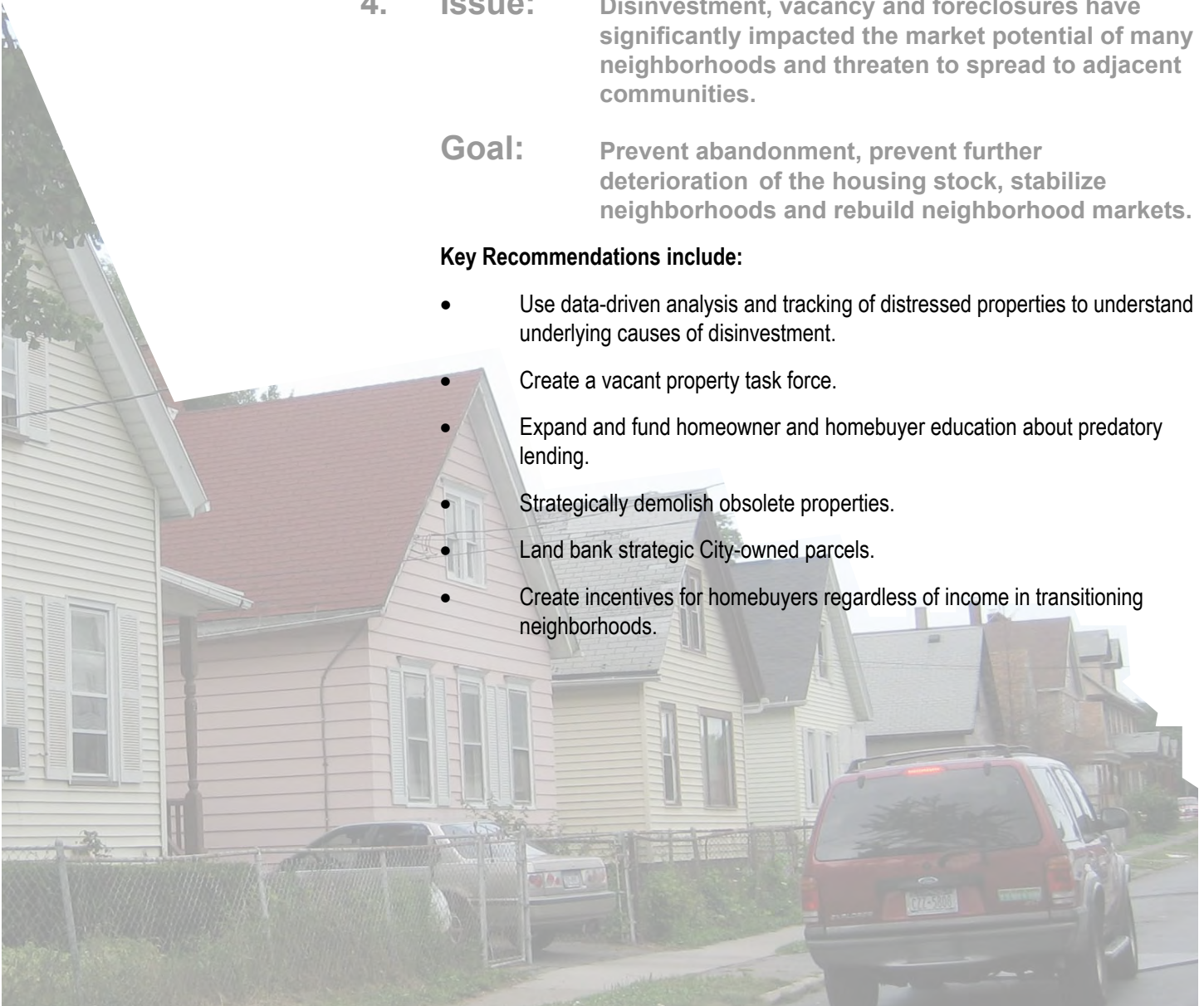
- Build on Rochester's reputation for excellence and innovation by encouraging innovative housing design.
- Ensure Rochester's future is "green" by developing a green housing policy for the City.
- Encourage Universal Design for new and existing units.

4. Issue: Disinvestment, vacancy and foreclosures have significantly impacted the market potential of many neighborhoods and threaten to spread to adjacent communities.

Goal: Prevent abandonment, prevent further deterioration of the housing stock, stabilize neighborhoods and rebuild neighborhood markets.

Key Recommendations include:

- Use data-driven analysis and tracking of distressed properties to understand underlying causes of disinvestment.
- Create a vacant property task force.
- Expand and fund homeowner and homebuyer education about predatory lending.
- Strategically demolish obsolete properties.
- Land bank strategic City-owned parcels.
- Create incentives for homebuyers regardless of income in transitioning neighborhoods.



5. Issue: Rochester is dominated by rental housing.

Goal: Recognize the importance of landlords and rental housing to neighborhood health and sustainability by providing support and accountability for city landlords.

Key Recommendations include:

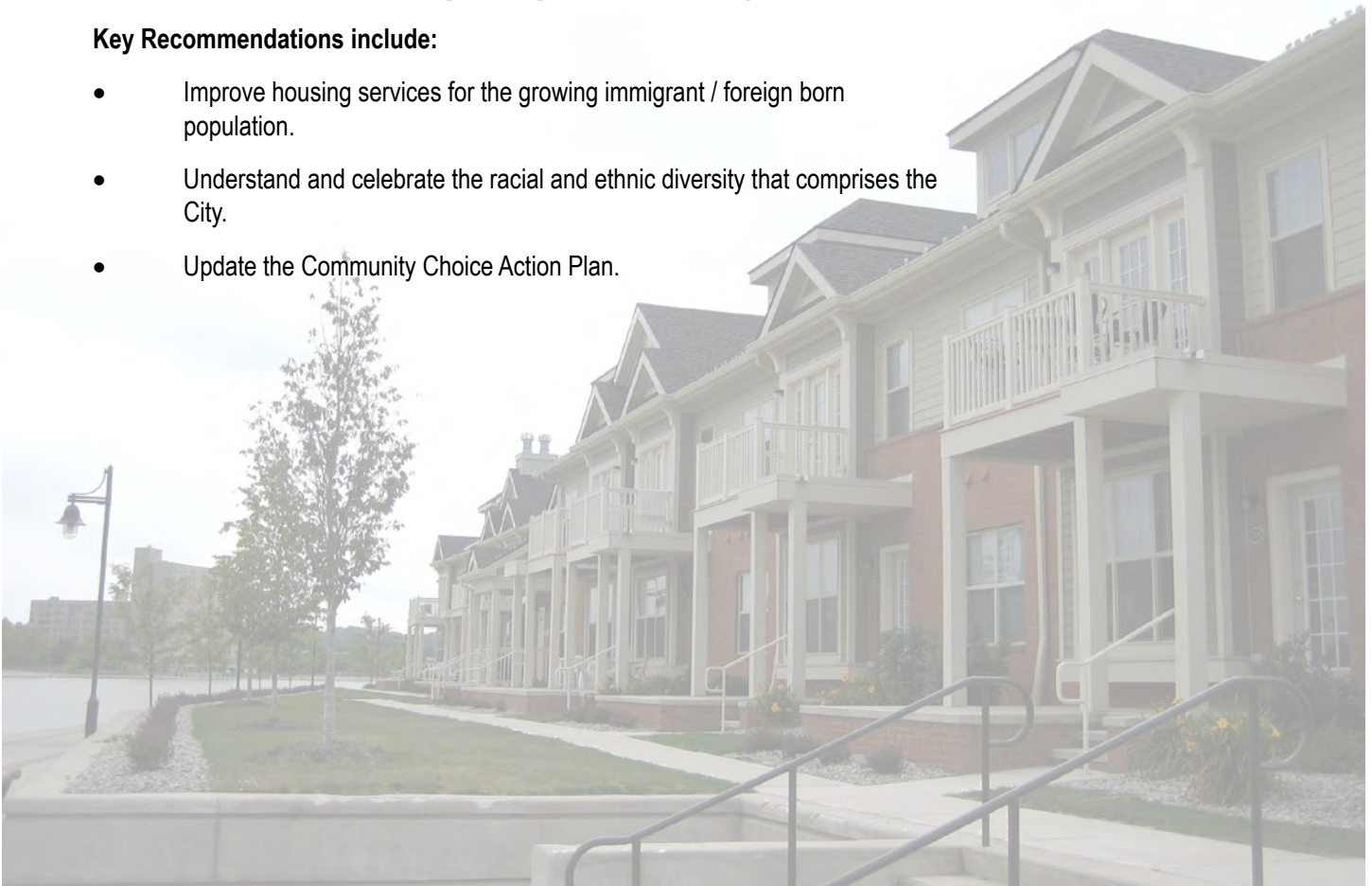
- Consider establishing a City Rental Center.
- Develop loan products that work for small landlords.
- Track property flipping.
- Promote professional property management services for small scale landlords to access as part of an Economic Development program.
- Evaluate the existing lead-based paint program and re-design to maximize participation by landlords.

6. Issue: Rochester is a segregated City, racially and economically.

Goal: Promote communities of choice and embrace Rochester's growing ethnic diversity.

Key Recommendations include:

- Improve housing services for the growing immigrant / foreign born population.
- Understand and celebrate the racial and ethnic diversity that comprises the City.
- Update the Community Choice Action Plan.



7. Issue: Many neighborhoods lack the capacity to undertake development or the effective provision of services.

Goal: Create a patchwork of effective and capable community-based organizations that act as partners in their communities' revival.

Key Recommendations include:

- Undertake grass-roots comprehensive plans for neighborhoods to inform investment decisions.
- Create a neighborhood planning challenge fund.
- Support and expand local organizational capacity.

8. Issue: Rochester's amenities are not integrated into community revitalization efforts.

Goal: Build on the City's assets, and promote investments in quality of life issues.

Key Recommendations include:

- Connect housing to the City's rich diversity of cultural amenities.
- Actively use open space as a community revitalization tool.
- Make Rochester's main streets "Main Streets."



9. Issue: Investment programs and other initiatives are often uncoordinated.

Goal: Align City departments and resources to increase synergy, transparency and citizen access.

Key Recommendations include:

- Institute a Rochester housing ombudsman to make projects happen.
- Put the “empower” back into the Neighborhood Empowerment Teams (NET).
- Transform the Advisory Committee for this Study into an ongoing “Neighborhood Council.”
- Ensure access to City data from within City Hall and beyond.

10. Issue: Federal funds have been decreasing for community development.

Goal: Maximize the impact of resources.

Key Recommendations include:

- Re-vamp the City budgeting / allocation process.
- Establish clear (and written) funding criteria for entitlement funds.
- Reconsider the size and number of awards made under the Emergency Shelter Grant and CDBG Human Services programs.
- Strategically focus public dollars determined by an inclusive public process.

The remainder of this document is organized as follows. First, a description of the study process, objectives, and methodology, and housing environment in Rochester is provided to outline the context in which the Study was completed. Second, a brief summary of the findings from the analysis is provided to outline the basis from which the goals and recommendations were created. Third, an overall vision for the Study is provided that informed the determination of appropriate goals and recommendations specifically for Rochester. Finally, detailed information on each goal and recommendation and specific action steps is provided.



Issue:

Federal funds have been decreasing for community development.



The City's share of federal entitlement funding has continued to decrease on an annual basis. Many of the policies in place regarding the allocation of funds to various activities have remained the same for a number of years despite the fact that the needs and characteristics of the City have changed during that time period. As a result, the manner in which funding decisions are made today is not necessarily based on current City priorities or needs. In an environment of shrinking resources and steady or growing need, it is the responsibility of the City to maximize the impact of the funds available.

Recommendations:

10.1 *Re-vamp City allocation and Consolidated Planning process.*

Similar to the capital improvement program, a five-year rolling budget process should be adopted for community and economic development. This would allow for these departments to more proactively plan for specific programs and projects, understanding what resources are available when, as well as the ability to shift projects around depending upon readiness to proceed and program success.

10.2 *Assess the timing of the expenditure of federal funds by program every six months.*

Historically, a significant portion of the City's CDBG allocation remains unspent at the end of each fiscal year. To maximize the funds being used towards City priorities and needs, the City should assess every six months the rate of expenditure by program. This information achieves two things: 1) identifying programs that need to be reviewed more closely to understand why the funding is not being expended in a timely manner (program structure, target population, participation requirements, etc.) so that appropriate changes can be made; and 2) permitting the reprogramming of unspent funds to other activities.

10.3 *Establish clear (and written) funding criteria for entitlement funds to support housing development.*

The criteria utilized to determine which projects are funded and for how much needs to be documented in writing and available for anyone to review. Having established and publicized criteria both holds the City accountable to a particular decision-making process and opens up the process to groups that may be new to Rochester.

10.4 Reconsider the size and number of awards made under the Emergency Shelter Grant and CDBG Human Services programs.

A number of organizations receive support for the provision of specific services under each of these programs; however, some awards are very small. A careful analysis should be undertaken to determine the impact of such a funding approach. For example, the greater the number of subrecipients, the greater the administrative costs associated with administering the awards. At what point do the administrative costs outweigh the benefits associated with supporting a number of different programs? Another concern is the impact of small awards on the receiving organizations. Each funding award comes with its own set of reporting and monitoring requirements. How does this detract from their ability to provide services if they are busy administering a number of small grants?

10.5 Evaluate the impact of limiting how long funding can be received.

Under the CDBG Human Services program, recipients are limited to five years of funding for a specific program to encourage service providers to find alternate means of sustainability. An analysis of program continuity after the conclusion of the five years would be informative. Are these programs able to secure other funds to continue their operation or are key programs lost because of the inability to obtain enough funding?

10.6 Strategically focus public dollars.

The concept of “focusing” has been discussed extensively in Rochester over the past year. The Targeting Forum held in December, 2006 to discuss Richmond’s experience officially kicked off a continuing discussion about what focused reinvestment may mean for Rochester.

There are many commonly held misperceptions about focusing that often detract from the real discussion that should be taking place. There are three common myths about focusing:

- *Myth 1: Focusing is oriented solely to building housing.* Focused reinvestment will never be successful if the strategy is grounded in building infill homes with little attention paid to the underlying community needs.
- *Myth 2: Focusing will force people from their homes as property values rise.* Cities have carefully planned for the natural success resulting from the leveraging of private investment and have created policies to protect low-income households from being pushed out.
- *Myth 3: Focusing, by nature, ignores the communities not selected for additional investment.* Focusing is often aimed at making better use of one source of funds – federal entitlement dollars. Other capital funds as well as dollars for continuing services and programs are still available to benefit neighborhoods that are not specific focus areas. Additionally, all communities can benefit from focusing because as a city’s tax base improves and the market expands, this brings private investment that would not have occurred otherwise.

Keeping these myths in mind, focusing is not a strategy that should be entered into lightly. Focusing is a cultural shift in how most cities and their partners use their funds. Dollars must be allocated over a multi-year period, requiring a firm political commitment and public support for the effort. As such, public debate and buy-in are necessary for the approach to succeed. Up-front coordination and transparency in all aspects of the decision-making process is necessary. Further, a consistent process for monitoring trends is needed to ensure that the investments are having the intended impact. In Rochester, the City has proposed an Advisory Council Board comprised of neighborhood leaders to help take the first steps in the focusing process, and this should be encouraged. An initial outline has been developed to guide the objectives of a focused reinvestment strategy.

There are two critical questions that need to be answered for the process to get started: what are we focusing reinvestment for; and where should we focus?

What are we focusing reinvestment for?

Many of the discussions to date have centered on the ‘where’ but not the ‘what.’ Different types of neighborhoods necessitate different types of actions. The Neighborhood Classifications map should be used as a template for thinking about different types of activities in different types of neighborhoods. For instance, focusing reinvestment in a “distressed” area should strive more toward community building, economic development, and vacant land management, whereas focusing in “transitional” areas should emphasize leveraging dollars and building a market through creative physical improvements including development. The chart below delineates a suggested range of activities that are most suitable to each Neighborhood Classification.

Type of Activity	Neighborhood Type					
	Exceptional	Stable	Transitional High	Transitional Low	Depreciated	Distressed
Community Organizing	X	X	X	X	X	X
Public Improvements	X	X	X	X	X	X
Vacant Land Management				X	X	X
Open Space Planning				X	X	X
Expanded Housing Services			X	X	X	X
Focused Rehabilitation		X	X	X	X	
Land Banking					X	X
Mixed-Income Development			X	X		
Economic Development			X	X	X	X
Mixed-Use Development		X	X	X		

Table 3. Range of Focusing Activities by Neighborhood Classification.
Source: Interface Studio

Ultimately, a community-based plan must guide the focusing activities for each neighborhood.

Where should we focus?

Richmond sought to target or focus on the most distressed neighborhoods. That approach made sense in Richmond, which is located in a growing market. For Rochester, the decision needs to be more nuanced and reflective of the fact that the City will have to work harder than Richmond to make a difference. The analysis has provided a strong framework from which to start the discussion. Given the findings, the following criteria⁷ are suggested to help guide the Advisory Council Board’s discussions:

- **Build from existing strengths** by identifying focus areas with private initiatives currently underway and where a reasonable infusion of public dollars could strengthen that market.
- **Support community development capacity** to implement programs and effectively bridge the efforts of citizens and City agencies.
- **Leverage private dollars** by identifying where minimal public investment can result in significant amounts of private investment.
- **Promote socio-economic and racial diversity** by ensuring that investments positively impact families of all backgrounds.
- **Reinforce other public investments** in parks, schools and commercial corridors to create revitalization synergies.

⁷ Many of these criteria were developed by Ruhi Maker, Jean Lowe and Alma Balonon-Rosen in a memo dated March 9, 2007.

Currently, Rochester is considering focusing reinvestment in a total of 150 blocks with a percentage of the current CDBG funding allocation. These 150 blocks will likely be spread across a number of areas. Given the above criteria, we propose three separate ways of thinking about where to focus these funds. In all three cases, the areas identified represent a far larger area than currently proposed by the City. The intent is only to facilitate discussion within the Advisory Council Board.

Option 1 – Focus in primarily transitional areas. This would stabilize the “edge” areas of the City and seek to stop the spread of vacancy and blight creeping outward from depreciated and distressed areas.



Figure 8.
To make an impact, focusing is proposed to address 150 blocks.
Source: Interface Studio



Option 1 -
Focused reinvestment in
transitional areas.

Figure 9.
Source: Interface Studio

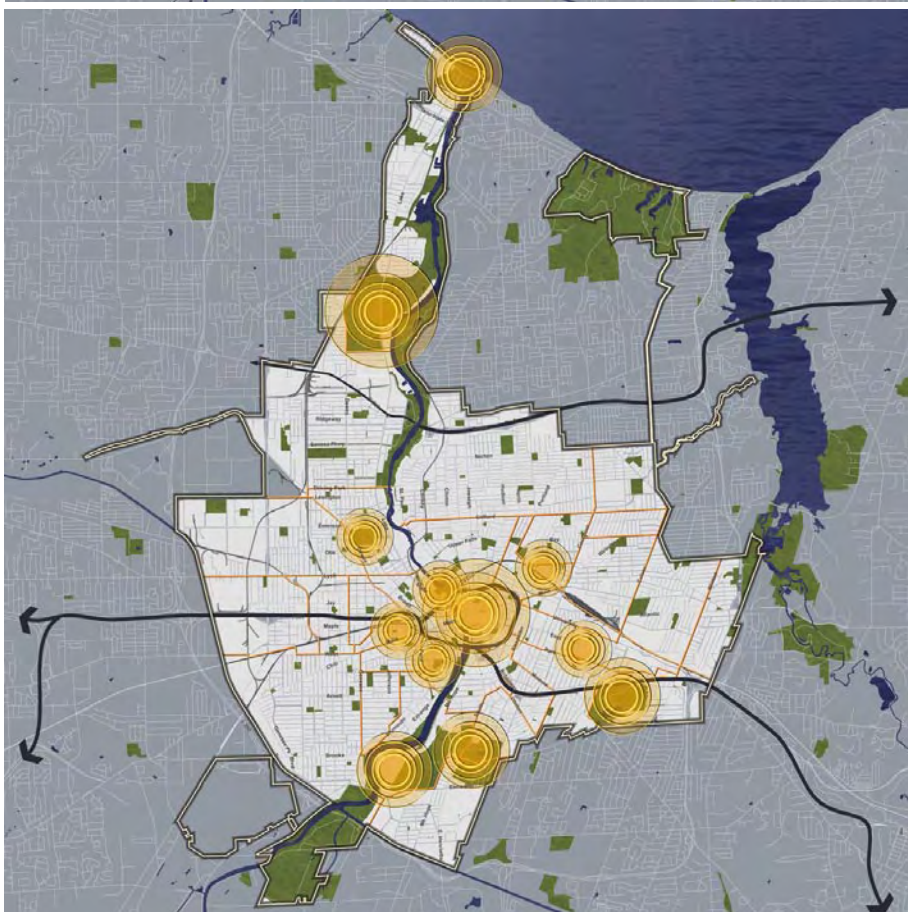
*Option 2 -
Focused reinvestment adjacent to
commercial corridors.*

Figure 10.
Source: Interface Studio



*Option 3 -
Focused reinvestment adjacent to
City-wide assets.*

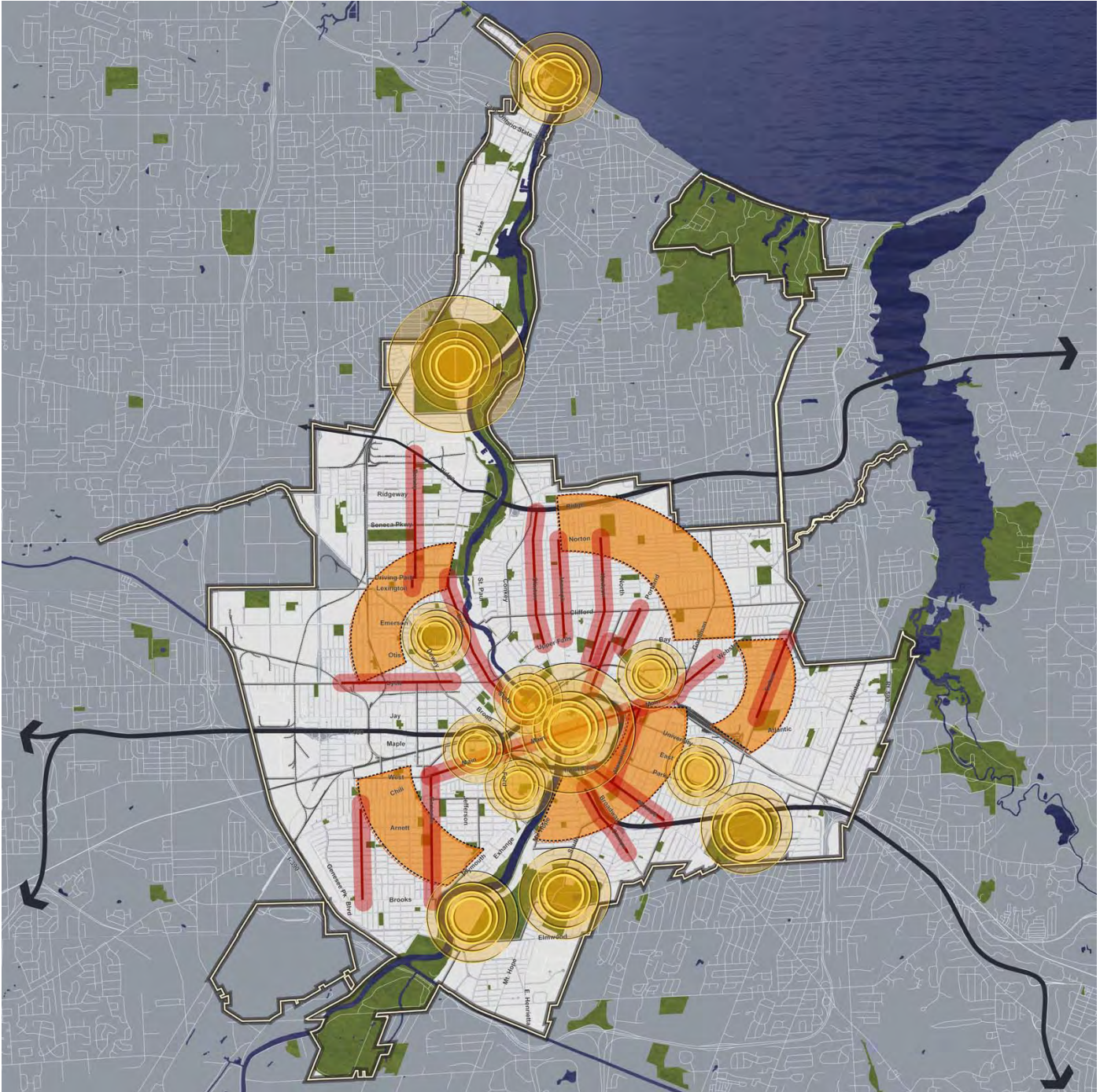
Figure 11.
Source: Interface Studio



Option 2 – Focus near commercial corridors that extend between transitional and distressed areas. Focusing in these locations would reinforce efforts to stabilize these commercial areas and directly address some challenging social and economic issues.

Option 3 – Focus near City-wide amenities. Preservation districts, the Public Market, notable parks and open spaces, and the universities represent some of the larger assets that could be reinforced with investment.

There are advantages and drawbacks to each broad approach. We believe that the end result should be drawn from an overlay of these issues, defining in effect the “pressure points” of the City.



Overlay of three focusing options.

Figure 12. Source: Interface Studio

Pressure Points:

The map on the following page represents a series of opportunities in the City where strategic investment would best exemplify the criteria described previously. It should be noted that almost every part of the City represents some opportunity for focusing dollars that meet the above criteria.

Only a few of these “pressure points” can be addressed in the first round of focusing. The Advisory Group will need to discuss these opportunities and make their decisions based on visibility and the ability to maximize both public and private investments. In essence, the Advisory Group needs to discuss the “where” in the context of the “what.”

Future Steps:

The initial decisions on focusing should be made by the Advisory Group. After the initial areas are defined, detailed planning is needed to refine the specific geographic boundaries and to identify what specifically should be funded to best address local needs and City-wide objectives.



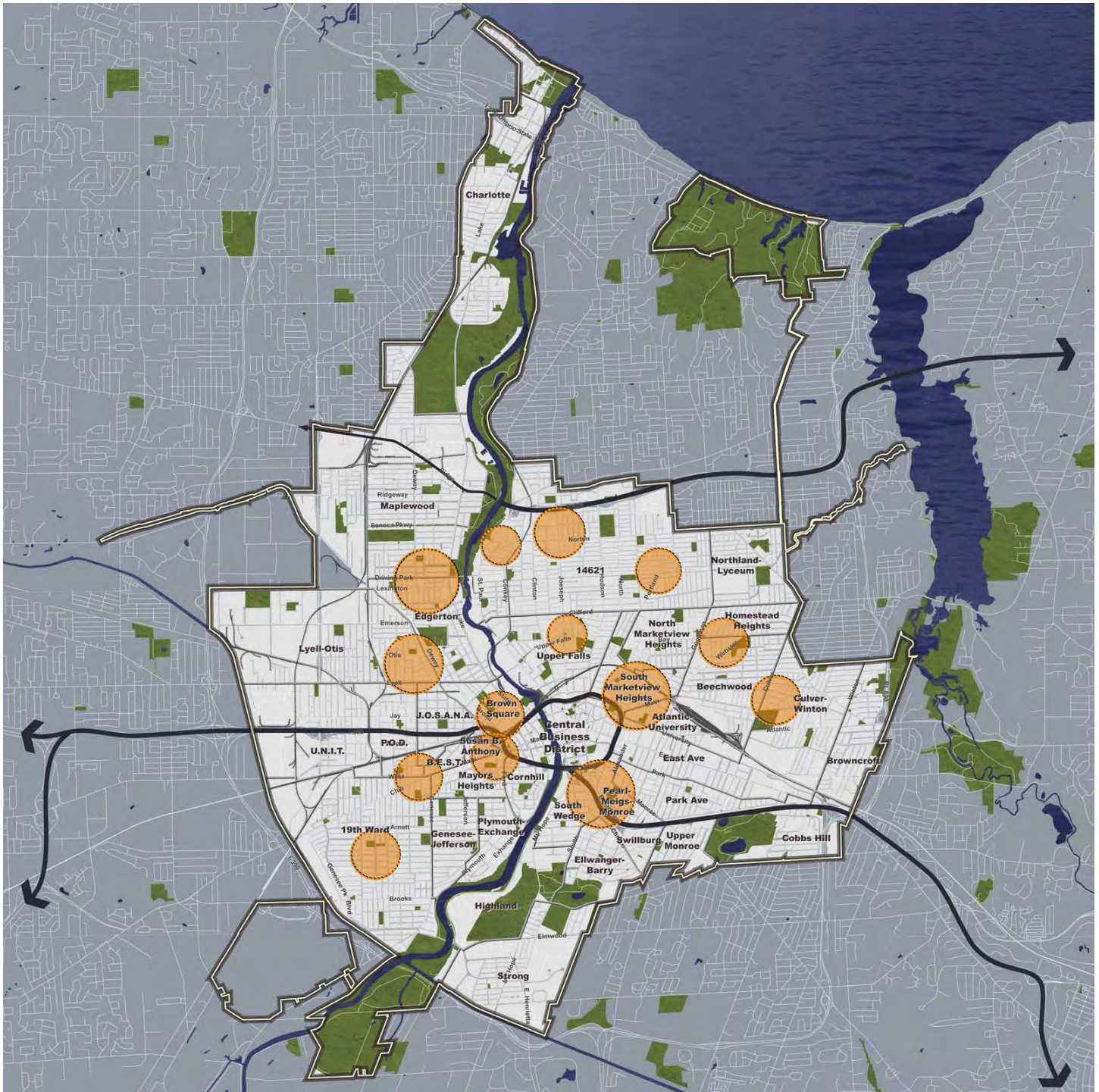
Figure 13.
Identifying the pressure points of the City should
combine strong data with public discussion.
Source: Interface Studio

In the future, we strongly recommend that decisions regarding where focusing dollars are to be used be generated completely from detailed neighborhood planning. Recommendations in this document regarding neighborhood planning should be pursued as a pre-cursor to this effort whereby the next round of identified focus areas is based upon a comprehensive and complete understanding of individual community needs.

Once decisions have been made as to where to focus, consistent monitoring will be necessary to evaluate the effectiveness of the investments by the Advisory Group. In line with Recommendation 9.5, the Neighborhood Classifications should be updated every two to three years and used as one component of this evaluation.

Figure 14.
Key City pressure points identified through our analysis. The map should be used for focusing discussions among Advisory Group members.

Source: Interface Studio



Study Participants - Interviews and Focus Groups

Many thanks to all of those who participated in the interviews and focus groups (or both) conducted during this Study. Their knowledge and experience greatly impacted the overall understanding and assessment of Rochester's Housing environment.

Lisa Alcott, Providence Housing Development Corporation
 Ryan Van Alstyne, North East Area Development Inc.
 Frank Andolino, Nathaniel General Contractors
 Bill Ansbro, Bureau of Budget and Efficiency
 Steve Baldwin, Cornhill Neighborhood Association
 Phil Banks, Department of Economic Development
 Bob Barrows, Bureau of Housing and Project Development
 Marcia Barry, Bureau of Buildings and Zoning
 Bill Bartlett, Flower City Habitat for Humanity
 Josh Bauroth, Upper Monroe Neighborhood Association
 William Beenhouwer, Grove Place Neighborhood Association
 Barbara Benedict, Bureau of Housing and Project Development
 Marge Bergeson, RE/MAX
 Curtis Birthwright, North East Area Development Inc.
 Jim Bowers, St. John Fisher
 Roger Brandt, Rochester's Cornerstone Group, Inc.
 Maggie Bringewatt, Rochester's Cornerstone Group, Inc.
 Amy Brough, NeighborWorks Rochester
 Beverly Fair-Brooks, M&T Bank
 Luis Burgos, Bureau of Recreation
 Dan Buyer, South Wedge Planning Committee
 Alex Castro, The Housing Council
 Jane Chase, Regional Center for Independent Living
 Bill Clark, Urban League of Rochester
 Molly Clifford, Neighborhood Empowerment Team
 Clayton Cloen, Rochester Management, Inc.
 Mary Ellen Coglitore, Bureau of Buildings and Zoning
 Mike Coniff, Bureau of Planning
 Carolee A. Conklin, At-Large City Councilmember
 Frank Cornier, Northwest Community Services
 Joana Cruz, Ibero American Development Corporation
 Joan Dallis, HSBC
 Joan Roby-Davison, Group 14621 Community Association
 Tony DiBiase, Rochester Housing Authority
 Benjamin L. Douglas, Northeast District City Councilmember
 Joe Eicheldinger, Community Preservation Corporation
 Hilda Rosario-Escher, Ibero-American Action League, Inc.
 Thomas Fink, Grove Place Neighborhood Association
 Mark Fitzstevens, Bureau of Housing and Project Development
 Conrad Floss, Bureau of Housing and Project Development
 Suressa Forbes, Former Commissioner of Economic Development
 Tim Fornier, Conifer Realty
 Susan Frykholm, Bureau of Housing and Project Development
 Margot Garcia, Bureau of Housing and Project Development
 Lois Giess, City Council President

Jay Golden, Resident
 Steve Golding, Department of Economic Development
 Mark Gregor, Department of Environmental Services
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 Linda Hedden, Bureau of Housing and Project Development
 Fred Heinle, Community Preservation Corporation
 Rick Herman, Rochester Homebuilders Association
 Chris Hilderbrant, Center for Disability Rights
 Jenifer Higgins, United Way of Greater Rochester
 Helen Hogan, South East Area Coalition
 Tymothi Davis-Howard, Bureau of Planning
 Ann Howard, RIT
 Tom Huonker, Bureau of Assessment
 Art Ientilucci, Bureau of Buildings and Zoning
 Pat Jackson, South West Area Neighborhood Association
 Susan John, New York State Assembly Member
 Victor Johnson, Resident
 Walter Kannapel, Resident
 Steve Karnath, NYS Division of Housing and Community Renewal
 Cindy Kaleh, Maplewood Neighborhood Association
 Gary Kirkmire, Neighborhood Empowerment Team
 Germaine Knapp, Sojourner House
 Kevin Knight, Resident
 Sharlene LeRoy, Rochester Housing Authority
 Sister Beth LaValley, Progressive Neighborhood Credit Union
 Is Levy, Realtor
 John F. Lightfoot, At-Large City Councilmember
 Willie Lightfoot, Monroe County Legislator
 Chris Lindley, Former Deputy Mayor
 Jean Lowe, Greater Rochester Housing Partnership
 Gar Luwenguth, RE/MAX
 Patty Malgieri, Deputy Mayor
 Ruhi Maker, Empire Justice Center
 Matt McCarthy, Bureau of Neighborhood Initiatives
 Tom McHugh, Former Executive Director of RHA
 Monica McCullough, Providence Housing Development Corporation
 Dana K. Miller, At-Large City Councilmember
 Bridgett Monroe, City Council Staff
 George Moses, North East Area Development Inc.
 James Muscatella, People of Dutchtown Neighborhood Association
 Joe Mustico, Department of Community Development
 Agnes Navarro, Resident
 Christine Nothnagle, Nothnagle Home Securities
 Kabutey Ocansey, Bureau of Budget and Efficiency
 Susan Ottenweller, Rural Opportunities, Inc.
 John Page, North East Area Development Inc.
 Brian Pasley, Citizens Bank
 Ronald Paprocki, University of Rochester
 Marguerite Parrino, Bureau of Planning
 Rolf Pendall, Cornell University

Anne Peterson, The Housing Council
 Brian Pincelli, South Wedge Planning Committee
 Tim Raymond, Bureau of Buildings and Zoning
 Joseph Robach, New York State Senator
 Amy Robbins, Marketview Heights Association
 Alma Balonon-Rosen, Enterprise Community Partners
 Richard Rosen, Mark IV Construction Co.
 Rick Rynski, Department of Economic Development
 Connie Sanderson, Rochester/Monroe Homeless Continuum of Care Team
 Richard Sarkis, Nothnagle Realtors
 R. Scott Schmid, JP Chase-Morgan
 Kathy Sheets, Bureau of Housing and Project Development
 Mark Siwec, RE/MAX
 Lenny Skrill, NYS Division of Housing and Community Renewal
 Allynn Smith, Bishop Sheen Ecumenical Housing Foundation
 Joel Smith, Bureau of Buildings and Zoning
 Scott Smith, Law Department
 Joe Strocko, Bureau of Housing and Project Development
 Cheryl Stulpin, Winn Development
 Anne DaSilva Tella, Bureau of Housing and Project Development
 Chuck Thomas, Bureau of Planning
 John Thomas, Department of Environmental Services
 Patrick Tobin, Christa Development
 Mary Anna Towler, City Newspaper
 Bob Tunningley, Bureau of Housing and Project Development
 Michael Vadala, Summit Federal Credit Union
 Bill Van Dame, Department of Environmental Services
 Eric Van Dusen, NeighborWorks
 Carmen Verzillo, Bureau of Buildings and Zoning
 Alex Vilardo, U.S. Department of Housing and Urban Development, Buffalo Field Office
 Carolyn Vitale, Urban League of Rochester Economic Development Corp.
 Paul Way, Department of Environmental Services
 Carol Wheeler, Bureau of Housing and Project Development
 Linda Wilson, Nothnagle Realtors
 Karen Wingender, Greater Rochester Area Association of Realtors
 Kathy Wood, Urban League of Rochester Economic Development Corp.
 Ted Wood, Ted Wood Real Estate Services
 Charles Zettek, Center for Governmental Research
 Heidi Zimmer-Meyer, Rochester Downtown Development Corporation
 Barbara Zinker, Bureau of Housing and Project Development
 Kevin Zwiebel, Bureau of Youth Services

Attachment 2

Adopted Housing Policy

March 18, 2008



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 the 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 deconcentration of poverty in City neighborhoods through efforts that attract more middle- and upper-income households and that expand housing choices for lower-income households.
 - C. Ongoing efforts with other jurisdictions to ensure that a fair share of housing opportunities are 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.

Attachment 3

Rental Summit Participant Comments

June 24, 2008 by Questions

Rental Market Summit - Participant Comments Received

June 24, 2008

Participant Comments to questions asked by the City of Rochester:

How can the City help strengthen the rental housing market?

- Need Economic Opportunities to:
 - o Create an influx of Residents
 - o Address quality of life issues
 - o Level Playing Field to develop Market-Rate Housing
 - o Survey
- Foreign investors
- Reality of City Market
- Reasonable Code Enforcement
- Refinance Problems due to Zoning
 - o Owners are unable to refinance four-family properties in R-1 areas as zoning would not allow for reconstruction of four unit structure in event of loss
- Use Resources to affect market so people choose the City
- Use Pennsylvania "Model" to offset tax increases due to property improvements?
- Public Safety Needs to be addressed
- Stabilize the Police Force
 - o Use community policing (not in cars)
- Address abandoned structures
- Maintain vacant lots better
- Police response times - Improve
- Increase recreational facilities
- Provide information on long-term neighborhood plans
- City Court is biased against landlords
- Zoning Code
 - o Large properties may not be economically viable if de-converted
 - o Consider "How can property survive?"
- Policing
 - o Discourage loitering
- Shortening Certificate of Occupancy time frame to three years adds a lot of additional time investment
- Need information to be available
- Institute local foreclosure moratorium
- Lower interest rates on property taxes
- Need help with drug dealers
- Faster Police responses
- Provide consistency in Police coverage throughout the City
- Zoning
 - o De-conversion Requirement – (Loss of multi-family rights in R-1 Districts)

Rental Market Summit - Participant Comments Received

June 24, 2008

What types of assistance can the City of Rochester provide that would:

- Support longer term tenancy and accountability by renters?
 - o Need to establish tenant accountability – Provide tenant classes
 - o Repeal “315” – Create “315” for tenants
 - o Need a system / mechanism to connect good tenants to good landlords
 - o Help with tenant screening
 - o Is it possible to provide a comprehensive tenant database?
 - o Accessibility to public records
 - Internet access
 - o Host Summit on DSS
 - o Host Summit on Tenant Accountability
 - o City involvement in working with tenants who receive social services
 - o Help with interfacing with caseworkers
 - o Provide assistance with collecting tenants’ share of Section 8 rent
 - o Hold tenants accountable for cost of repairs
 - Over time
 - o Provide portable video (DVD or CD-ROM) training for tenants
 - Covers tenant responsibilities
 - Can be used as a tool by landlords with prospective tenants
 - o Encourage longer-term tenancy requirement for tenants receiving rental assistance
 - 6 month minimum?
- Enhance the business success of housing providers/landlords?
 - o Improve communications with the City
 - o Stop using City money for rental projects
 - o Provide clinics and or seminars to assist investors to be successful
 - o City should exercise flexibility in purchase contracts
 - City-owned properties become damaged while purchasers wait to close
 - o Financing options for landlords/investors
 - o Present Summit on Financing
 - How to prepare packages for financing
 - Include City EDD staff who are experienced in connecting with investors
 - Include Lenders – create networking opportunities
 - o Use experts to help property owners understand how to address lead paint issues cited
 - o Help with costs to fix properties
 - o Loans/grants for investors
 - o Provide classes for eviction decision-making
 - Provide assistance with related paperwork
 - o Lead Program Testing increases vacancies between tenancy
 - From 2 weeks to 4 to 6 weeks
 - Creates additional loss of rental income
 - o City assistance for landlords to sell to owner-occupants

Rental Market Summit - Participant Comments Received

June 24, 2008

- Support efforts to improve the condition of properties owned by housing providers/landlords?
 - o City code violation inspection process - Include having the inspector determine the cause of the violation and educate the tenant on their responsibilities
 - o Focus enforcement on non-compliant properties and owners
 - o Institute a “courtesy letter” to owner **or** tenant
 - regarding impending code violations
 - o Work with New York State Energy Research Development Agency
 - o Money spent to pay taxes cannot be spent to improve properties
 - o City Grant Program – Needs to be quicker
 - o Increase availability of grants for landlords
 - o Install high fences around vacant lots
 - o City Grant process is too labor / cost intensive
 - o Provide assistance to make improvements
 - Even if house “passes code”

Additional Participant Comments:

- Rental market may grow due to foreclosure issues
- Expand homeownership tax exemption from just center-city to city-wide
- NET has become the “Police” for tenants

Attachment 4

Landlord Focus Group Comments

August 13, 2008 by Questions

Landlord/Housing Providers Focus Group

August 13, 2008

Comments to the following Questions:

- **What can the City do to help to improve the conditions of your existing property?**
 - o Funds from the City so landlords can do work themselves - &7,000-\$12,000 per structure
 - o Train inspectors to respect investment and work... put small issues (trash/debris) in perspective when major renovations are underway
 - o Cultivate relationships between landlords & City inspection staff
 - o Simplify loan pre-qualification, lower interest rates, improve terms, have reasonable conditions for investment loans
 - o Grants or low-interest loans for energy efficient improvements
 - o "Rebate" incentive for energy related investments
- **What can the City do to help you to successfully manage your rental housing business?**
 - o Land Value Tax: Alter the ratio of land to structures for tax valuation...property (land) is taxed higher/taxes on structures will not increase due to improvements...creates incentive for investment
 - o Invest in areas where property values are decreasing, stabilize value
 - o Landlord Incentive Program: Grants, Tax incentives, Zoning flexibility, partnerships with City, Timing of inspections/limit delays
 - o Zoning – Lost rights for more units
 - o Flexibility in dealing with trash from unit turnover – most common end of month and beginning of month
 - o Notices and Orders drive what is addressed rather than intended improvements to property
 - o Update City website: Increase availability of property information
 - o Provide City staff contact information, including email addresses, to public
 - o Take the City out of the "Trash Collection" business
 - o Flexibility on deconversion: Zoning code is rigid
 - o Eliminate conflict of information on City's website: Assessment Information vs. Zoning Limits
 - o "Get it in writing" from City regarding Zoning
 - o Partnership model – "Business Development" way of working with landlords
 - o Establish landlord networking group or groups to: compare service providers, share solutions to common problems, answer frequently asked questions
 - o Choice or CUE program for neighborhoods
 - o Tax forbearance or abatement at beginning of ownership
- **What can the City do to encourage long-term tenancy?**
 - o Adjoining/nearby properties in poor condition affect my tenant/property stability
 - o Work actively with tenants to improve tenant responsibilities and understand obligations as a tenant
 - o Work with the County to establish minimum occupancy terms for DSS tenants
 - o Safety...More cameras in more areas, Operation Impact is good for the neighborhoods
 - o Sidewalk conditions are bad in many neighborhoods – safety and quality of life issues
 - o No recourse is available for DSS tenant's destruction of property
- **What can the City do to increase the number and capacity of professional housing providers?**
 - o "Qualify" investors who can take advantage of opportunities from City to improve properties and not have taxes "jump"
 - o Establish a permanent group of landlords/City staff to identify changes in market and regulations; make continually updated (current) information available on City's website

- o City should prepare a group of program possibilities and get landlord feedback before proceeding to implement programs

Additional Comments:

- Investment may not result in property value increasing
- Increase owner-occupancy...make homeownership affordable in the crescent
- Limited parking in densely populated areas
- Need to constantly invest in and improve properties
-

Attachment 5

NYS Coalition of Prop Owners Comments

April 3, 2008



Housing Policy Feedback

New York State Coalition of Property Owners and Businesses

April 3, 2008

“Big” Ideas Discussed in Previous Settings:

- Revamp or eliminate NET
- Modify the Lead Ordinance
- Get rid of point system
- Stop adding fines and fees to taxes
- Stop punishing housing providers for tenant behaviors

Additional Comments and Ideas Expressed:

- Provide grants for small businesses
- Deal with the misconception that properties bought from the City are not eligible for Lead Grants
- One thing the City is doing right is its effort to tow unlicensed vehicles
- City staff should stop characterizing property owners as “slumlords,” instead they should refer to landlords as “housing providers.”
- City should provide help with the tenant base by teaching tenants how to be good tenants.
- New affordable housing empties out best tenants from private housing providers.
- Develop ways to make tenants accountable
- Help deal with tenant behavior by categorizing citations from NET as tenant responsibility versus landlord responsibility as done by RHA. This helps raise awareness of tenants on their behavior.
- Taxes and assessments are too high. Assessments based on 2004 and 2005 data. Housing providers are not treated the same as owner occupants.
- The past policy of the City was to make it hard for housing providers to do business.
- Revamp grants to make it less cumbersome with paperwork. Provide simple grants to help in the purchase of windows and allow housing providers to do their own work.
- Get the County in line with the new Housing Policy. They are the largest consumer of rental units and should help hold tenants accountable for their actions.
- Explain better how affordable housing development is worthwhile.
- Keep doing more demolitions.
- The City should partner with housing providers to have an impact on tenant behavior. For example, provide joint warning letters to tenants responsible for quality of life complaints.

Attachment 6

Park Ave LL Association Comments

August 22, 2007

Public Meetings and Focus Groups re: HMS Recommendations Facilitated by City of Rochester – August 13 to August 16, 2007

Park Ave Landlord Association
Wednesday, August 22, 2007
Medical Arts Building

Park Avenue Landlord Association

- In Park Avenue you can see more deterioration of housing. One bad landlord came in and has been like a cancer on a block. The City must deal with quality of life issues. Unless the quality of life is preserved in stronger neighborhoods the City will be in real trouble.
- What does the City do to deal with quality of life issues?
- The shifting of NET inspectors caused breaks in old relationships.
- NET is effective in dealing with minor issues, but not drug houses.
- NET goes after big landlords to take care of minor issues but doesn't address big issues.
- City needs to be more iron handed in dealing with major issues.
- Could landlords as a group write other landlords who have issues with their properties with weeds or tenant behavior and encourage them to address the problems? Then, if unsuccessful, the landlord organization could go to the City or NET office to pursue complaint. On the other hand, NET needs to do their job.
- NET is random and the codes and standards are not consistently applied.
- City should know that if the Park Ave Landlord Association calls on an item the City should respond. This will encourage more participation in the association, but there needs to be a fast response from the City.
- There has been little communication between the City government and landlords and other private sector entities.
- The City needs to help build capacity of landlord associations.
- An Ombudsman to get contact from groups like the Park Avenue Landlord Association would be a good one. It could be similar to the One Stop Shop. The Ombudsman would carry through NET, police, etc. Otherwise, items can get lost in the abyss of City government.
- Large landlords, like members of the Park Avenue Landlord Association, are preferred customers and are really good customers who provide millions in tax revenues. The City should treat members like preferred customers.
- Code enforcement is not doing enough.

Attachment 7

Required Qualifications, Indemnity and Insurances

ARTICLE II

Part 1. **QUALIFICATIONS, INDEMNITY AND INSURANCE**

- Section 2.101 Consultant's Qualifications
- Section 2.102 Consultant's Liability
- Section 2.103 General Liability Insurance
- Section 2.104 Worker's Compensation
- Section 2.105 Copyright or Patent Infringement
- Section 2.106 No Individual Liability

Part 2. **SPECIFIC DESIGN RESTRICTIONS**

- Section 2.201 Handicapped Access Not Applicable
- Section 2.202 Environmental Policy

Part 3. **ANTI-DISCRIMINATION AND EMPLOYMENT PRACTICES**

- Section 2.301 Equal Employment Opportunity
- Section 2.302 Living Wage Requirements
- Section 2.303 Affirmative Action and Employment of Local labor
- Section 2.304 Religious Organizations

Part 4. **OPERATIONS**

- Section 2.401 Compliance with Air and Water Acts
- Section 2.402 Political Activity Prohibited
- Section 2.403 Lobbying Prohibited
- Section 2.404 Anti-Kickback Rules
- Section 2.405 Withholding of Salaries
- Section 2.406 Discrimination Because of Certain Labor Matters
- Section 2.407 Status as Independent Contractor
- Section 2.408 Debarment and Suspension

Part 5. **DOCUMENTS**

- Section 2.501 Patents and Copyrights
- Section 2.502 Audit
- Section 2.503 Basic Requirements for Project Level Bookkeeping
- Section 2.504 Conflicts of Interest
- Section 2.505 Content of Sub-Agreements

Part 6. **TERMINATION**

- Section 2.601 Termination for Convenience of the City
- Section 2.602 Termination for Default

Part 7. **GENERAL**

- Section 2.701 Relocation, Displacement and Acquisition
- Section 2.702 Prohibition against Assignment
- Section 2.703 Compliance with all Laws
- Section 2.704 Successors
- Section 2.705 Interest of City and Contractor in Contract
- Section 2.706 Permits, Laws and Taxes
- Section 2.707 Obligations Limited to Funds Available
- Section 2.708 Extent of Agreement

Section 2.709 HUD Approval as Condition Precedent
Section 2.710 Law and Forum
Section 2.711 No Waiver
Section 2.712 Severability
Section 2.713 Lead-Paint Prohibited
Section 2.714 Reversion of Assets
Section 2.715 Program Income

Part 8. COMPLIANCE WITH MACBRIDE PRINCIPLES

ART. II, PART 1. QUALIFICATIONS, INDEMNITY AND INSURANCE

Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits

A. The Consultant hereby agrees that it has, or will have, on his staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.

B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.

Section 2.102 Consultant's Liability

The Consultant hereby agrees to indemnify and save harmless the City of Rochester against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the City, its employees or agents, as a result of the negligent act or omission, breach or fault 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 it shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which it is responsible as a result of this section.

Section 2.103 General Liability Insurance

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.

Section 2.104 Worker's Compensation and Disability Benefits

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 Worker's

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 Workers' Compensation and/or Disability Benefits coverage is not required by submitting a completed New York State Workers' Compensation Board's form WC/DB-100.

Section 2.105 Copyright or Patent Infringement

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within ten days after receipt of any notice of infringement or of summons in any action thereof shall have forwarded the same to the Consultant in writing.

Section 2.106 No Individual Liability

Nothing contained in the Agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.

ART. II, PART 2 SPECIFIC DESIGN RESTRICTIONS

Section 2.201 Handicapped Access Not Applicable

The parties agree that the Project will not involve the substantial renovation, relocation, or reconstruction of a building open to the public. Therefore, this agreement will not require the application of ANSI allyl - RLL "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped."

Section 2.202 Environmental Policy

The City has an obligation to assess the environmental impact of the Project and to prepare any necessary state, federal, and/or local environmental impact statements under the State Environmental Quality Review Act and the National Environmental Protection Act. The City wishes to enhance the environment by minimizing environmental degradation and by maximizing the Project benefits.

The Consultant, therefore, shall assist the City in determining whether environmental impact statements ("EIS") should be prepared and shall assist the City or the City's environmental analyst in preparing any necessary EIS. The Consultant shall not be required to prepare an EIS, unless specifically required by Article I of this Agreement.

ART. II., PART 3. ANTI-DISCRIMINATION AND EMPLOYMENT PRACTICES

Section 2.301 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 agree to 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, Spanish surname American, Asian American or American Indian 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 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 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, 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 employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. 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 non-discrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, 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.

3. 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.

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

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

6. The Consultant shall not restrict an individual in any way in access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

7. The Consultant shall not treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement keep or conditions which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.

Section 2.302 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", in the event that payments by the City to the Consultant 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 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-18B(2), and any adjustments thereto which shall be made on July 1 of each year and shall be 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 the Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

Section 2.303 Affirmative Action and Employment of Local Labor

A. Work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development or the Department of Commerce and is subject to the requirements of either Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701 U or the Public Works and Economic Development Act of 1965, as implemented by 13 CFR 305.54. These acts require that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

B. The Consultant agrees to pay its contractors or subcontractors on construction work financed in whole or in part with assistance received under this program wages at rates not less than those prevailing or similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

C. The parties to this Agreement will comply with the provisions of said Acts and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and the Secretary of Commerce, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

D. The Consultant will send to each labor organization or representative of works with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

E. The Consultant will include the substance of this Section in every subcontract for work in connection with the project and will, at the direction of the City take appropriate action upon a finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing and Urban Development, or the Secretary of Commerce. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the latter has been found in violation of HUD or EDA regulations and will not let any subcontracts unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

F. Compliance with the provisions of the Acts, the regulations thereunder, and all applicable rules and orders of the Departments issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project binding upon the Consultant, its successors and assignees. Failure to fulfill these requirements shall subject the Consultant, its subcontractors, successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by HUD or EDA.

G. The Consultant agrees to submit a written Affirmative Action Plan to the City for employment and training opportunities for lower income City residents and the utilization of eligible City business concerns as subcontractors and further agrees not to commence work on the project until such plan is approved by the City and the U.S. Department of Housing and Urban Development.

H. The Consultant, if a long-term lessee or purchaser of land acquired by the City with Community Development funds, agrees that prior to commencement of any improvements and/or alteration to land or building that the contractor will submit a written Affirmative Action Plan and further agrees not to commence any work or improvement until such plan is approved by the City and the U. S. Department of Housing and Urban Development.

Section 2.304 Religious Organizations

Provided the Consultant represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; the Consultant agrees that, in connection with services and operational costs:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- B. It will not discriminate against any persons seeking assistance on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement; and
- D. The portion of the facility assisted in whole or in part under this agreement or in which services are provided which are assisted under this agreement shall contain no sectarian or religious symbols or decorations.

ART. II, PART 4. OPERATIONS

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

A. The Consultant, and its subcontractors warrant that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. The Consultant promises to comply with all the requirements of Sections 114 of the Clean Air Act, as amended (42 USC-7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A condition for the award of the Agreement is that prompt notice will be given to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.

D. The Consultant warrants to the City that it has not been convicted under Section 113^(c)(1) of the Clean Air Act (42 USC-7413^(c)(1)) or Section 309^(c) of the Federal Water Pollution Control Act (33 USC 1319).

Section 2.402 Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used during the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section 2.403 Lobbying Prohibited

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York or the Council of the City of Rochester.

Section 2.404 Anti-Kickback Rules

Salaries of Consultant's employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276^(c)). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.405 Withholding of Salaries

If, in the performance of this Agreement, there is notice to the City of any underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to him an amount sufficient to pay the employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

Section 2.406 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any proceeding relating to the labor standards applicable hereunder to that person's employer.

Section 2.407 Status As Independent Contractor

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor its employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and its employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workmen's Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

Section 2.408 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 subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

ART. II, PART 5. DOCUMENTS

Section 2.501 Patents and Copyrights

The Consultant agrees that, in the event (he/she/it), or any of (his/her/its) employees, develop any material for which a copyright can be obtained which materials were developed as a result of or in connection with the work required pursuant to this Agreement, the City shall be granted a royalty-free, non-exclusive license to use, reproduce and distribute such copyrightable material. The Consultant agrees that any such copyright is owned by the Federal Government. The Consultant further agrees that in the event (he/she/it), or any of (his/her/its) employees develops any process, machinery or product for which a patent would be obtainable, the Consultant shall provide the necessary information to the City, so that the City can apply for such patent at its own expense. Such patent shall become the property of

the City; provided however, that the Consultant shall acquire a royalty-free, non-exclusive license to produce or reproduce such patented product. The benefits of either a patent or a copyright shall also inure to any public agency which finances, in whole or in part, this project and such agency shall receive a royalty-free, non-exclusive license to use, reproduce, manufacture and distribute the product or matter which has been patented or copyrighted.

Section 2.502 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement, including specifically that portion of the total cost of the project supported by funding sources other than the City, by authorized representatives of the City, and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a period of three (3) consecutive years from the end of the Consultant's Fiscal Year during which this Agreement expired any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the Central Records Unit as designated by the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

The Consultant agrees to comply with the requirements of OMB Circular A-133 entitled "Audits of States, Local Governments and Non-profit Organizations" updated June 27, 2003.

Section 2.503 Basic Requirements for Project Level Bookkeeping

The Consultant agrees to abide by City rules and regulations entitled "Basic Requirements for Project Level Bookkeeping", dated June 10, 1977, a copy of which is available for inspection through the City. Such requirements are incorporated into this agreement by reference.

Section 2.504 Conflicts of Interest

A. The Consultant agrees that it will submit a written statement certifying to the City that all subcontractors performing work under this agreement have no conflict of interest with the City as specified in Section 2.504 of this agreement. In the event that the Consultant fails to submit such written statement, then the City has the right to withhold any or all payments to the Consultant relating to those items of work which have not complied with the terms of this section.

B. Conflicts prohibited. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted by 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 personal or financial interest or benefit from a CDBG assisted activity, or have an interest 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. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

C. Persons covered. The above conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or of any designated public agencies, or Subrecipients which are receiving funds under this Agreement.

Section 2.505 Content of Sub-Agreements

The Consultant agrees that all sub-agreements authorized by this agreement shall be in written form. The Consultant shall require all subcontractors to comply with the sections in this agreement entitled: "Anti-Discrimination and Employment Opportunity; Affirmative Action and Employment of Local Labor; Compliance with Labor Laws; Conflicts of Interest; Anti-Kickback Rules; and Interest of City and Contractor in Contract". It is the purpose of this section to insure that all agreements obligate all parties performing work under this agreement to comply with necessary governmental programs and policies. The City may require the Consultant to submit copies of such sub-agreements to the City. If such copies are not submitted upon request, the City may have the right to withhold any and all payments to the Consultant to those items of work which have not complied with this section.

ART II, PART 6. TERMINATION

Section 2.601 Termination for Convenience of the City

A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time in part, whenever for any reason the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant of said reason and specifying the date the agreement is to be terminated.

B. If the Agreement is so terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.

C. After receipts of written notice of termination, the Consultant shall promptly submit to the City its termination claim in a form acceptable to the City. Such claim, shall in no event, be submitted later than one year from the effective date of termination.

D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the City shall pay the Consultant the amount determined as the total of the following:

1. The cost of all work performed prior to the effective date of termination;
2. The cost of settling and paying claims arising out of the termination; and

3. A sum as profit on subdivision 1 above, determined to be fair and reasonable, provided however, that if the Consultant would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this subdivision 3, and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. The total sum to be paid under this section shall not exceed the total price of this Agreement specified herein above, reduced by the amount of payments otherwise made, and further reduced by the value of work remaining incomplete at the time of the termination of this agreement.

Section 2.602 Termination for Default

A. 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 performance of this agreement, in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to cure diligently such default within a period of ten days (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.

B. If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.

D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable cause beyond the control and without the fault or negligence of the Consultant.

E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Consultant was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City".

F. The rights and remedies of the City and the Consultant provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ART. II, PART 7. GENERAL

Section 2.701 Relocation, Displacement and Acquisition

The Consultant shall comply with the City's anti-displacement and relocation assistance plan providing one-for-one replacement units and relocation assistance designed to minimize the displacement of persons from their homes as a result of any activities assisted by CDBG funds.

Section 2.702 Prohibition Against Assignment

A. The Consultant 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 City.

B. The Consultant shall be permitted to contract with other professions for portions of the Project provided, however, that:

1. The City approves, in writing, the selection of the individual, firm or firms contracted with.

2. The Consultant shall remain responsible to the City for all provisions of this Agreement pertaining to services by other professionals.

Section 2.703 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 its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations including but not limited to 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreement to State, Local and Federally Recognized Indian Tribal Government for controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction. Failure to comply may result in the City enforcing any remedy set forth in Section 24 CFR Part 85, Section 43.

Section 2.704 Successors

The City and the Consultant each bind their successors, executors, administrators and assignees in respect of all covenants of this Agreement.

Section 2.705 Interest of City and Consultant in Contract

The City and the Consultant agree that no Board or Council member, officer, or employee of the City shall have any interest, direct or indirect, in any contract or subcontract or the proceed thereof, for work to be performed in connection with the programs assisted under the Agreement.

Section 2.706 Permits, Laws and Taxes

A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.

B. The Consultant shall pay all taxes applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A above.

Section 2.707 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 its 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 2.708 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 its authorized agent.

Section 2.709 HUD Approval as Condition Precedent

If this Agreement is funded in part by HUD, it shall not be binding upon the parties until the United States Department of Housing and Urban Development has approved the release of funds for this contract. Such approval will only be granted after environmental clearance has been approved by HUD. The City shall issue a written Notice to Proceed following such HUD approval. The Consultant shall not be reimbursed for expenses incurred or work performed prior to the issuance of such order to proceed.

Section 2.710 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.

Section 2.711 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 2.712 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 2.713 Lead Paint Prohibited

The Consultant shall notify applicants for rehabilitation assistance provided by CDBG funds, tenants or purchasers of properties owned by the Consultant and acquired or rehabilitated with assistance from the CDBG funds of the following:

- (i) That the property may contain lead-based paint;
- (ii) of the hazards of lead-based paints;
- (iii) of the symptoms and treatment of lead-based poisoning;
- (iv) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- (v) of the advisability and availability of blood lead level screening for children under seven years of age; and
- (vi) that in the event lead-based paint is found on the property, appropriate abatement procedures may be undertaken.

This section does not apply to certain activities set forth in 8570.608 of Subpart K Subsection C.1.

Section 2.714 Reversion of Assets

a) Upon the expiration of this Agreement the Consultant shall transfer to the City any CDBG funds on hand, not already expended and any accounts receivable attributable to the activities under this Agreement.

b) Any real property under this Consultant's control that was acquired or improved in whole or in part with CDBG funds, in excess of \$25,000 must be either:

1. Used to meet one of the national objectives in Section 570.208 until five years after expiration of the Agreement; or
2. Is disposed in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non CDBG funds for acquisition of, or improvement to, the property.

Section 2.715 Program Income

A. All program income shall be returned to the City by the Consultant unless specified in Article I of this agreement.

B. When program income is retained by the Consultant:

- 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 Consultant shall be adjusted according to the principals described in paragraphs (b) (2) (I) & (ii) of 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 570.503 (b) (8).

Art. II, Part 8. 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.

End Page

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

Consulant

Federal Taxpayer ID/SS#:

STATE OF NEW YORK }
COUNTY OF MONROE } SS:
CITY OF ROCHESTER }

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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

APPROVED FOR FUNDS

THE CITY OF ROCHESTER

Department of Finance

Robert J. Duffy, Mayor

APPROVED AS TO FORM
CORPORATION COUNSEL

STATE OF NEW YORK }
COUNTY OF MONROE } SS:
CITY OF ROCHESTER }

On this _____ day of _____, 20, before me the subscriber, personally came **Robert J. Duffy**, 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

Attachment 8

Proposal Checklist

D. Proposal Checklist

This checklist is to filled out and returned with the Proposal – no exceptions.

<i>Preparer's Initials</i>	<i>I certify the following actions have been taken in preparation of this submission:</i>
	The entire contents of this proposal package have been reviewed.
	All information requested on the required forms have been supplied in the required format.
	The enclosed proposal is typed in 1.5 space format with a 12 point font.
	All pages have been numbered sequentially.
	The Proposal Cover Page is provided as the first page of the proposal, and followed by the narrative and requested financial information.
	All questions in the Proposal Narrative section have been answered directly and completely.
	The staffing plan is included.
	Any additional information to the proposal has been marked as "Attachment".
	A copy of our certificate of liability insurance naming the City of Rochester as additional insured for one million dollars (\$1,000,000) is included as an attachment.
	A copy of our NYS Workers' Compensation Insurance certificate for employees to be paid by this funding is included as an attachment.
	One (1) clipped, unstapled, original and four (4) stapled copies of the proposal and two (2) copies of the most recent audited financial statement are enclosed in this package that has been prepared for delivery to: Carol Wheeler, Manager of Housing City of Rochester, Dept of Community Development 30 Church Street, Room 028B Rochester, NY 14614