



Request for Proposals Title Insurance Services

Issue Date: April 10, 2015
Due Date: May 8, 2015

This RFP is available for download at
www.cityofrochester.gov/titlerfp2015

The City of Rochester Law Department is seeking proposals for the preparation of title searches for parcels of real property in the City's tax foreclosure actions, and the preparation of foreclosure notices to creditors found on the title searches. Any company submitting a proposal should be prepared to provide the necessary search and notice preparation work for at least 1750 parcels of property. The proposal should also provide for the preparation of regular 60-year title reports for individual properties, upon request.

Any title or abstract company wishing to submit a proposal for such work should submit its proposal, in writing, on or before **May 8, 2015**, to:

**City of Rochester Law Department
400A City Hall
30 Church St.
Rochester, NY 14614
Attn: Scott C. Smith, Municipal Attorney.**

A. Each proposal should incorporate the following points:

1. The City will initiate the assignment, probably during the month of **January, 2016**, by providing to the Company, in either written or electronic form or both, a list of parcels of real property for which title searches are required. The parcels will be identified by street address, SBL number, and owner's name. The list will most likely contain at least **1750** parcels.

2. The Company shall then search the title for each parcel sufficiently to obtain the following information, which shall be compiled in electronic form:

a. Verification that the record owner shown on the City's list was in fact the record owner of the parcel on the date of commencement of the City's tax foreclosure action.

b. Any pending bankruptcy proceeding that would impair the City's legal ability to take the property in foreclosure.

c. All present creditors of the property, whether by mortgage, judgment lien, tax lien, or other lien, that are discoverable through a search covering the most recent ten years, or the period of ownership of the present owner, whichever is longer, plus the



address of each such creditor, where available.

d. Any other party having a legal interest in the property, where such party's identity is discoverable from a search of public records covering the most recent ten years, or the period of ownership of the present owner, whichever is longer, plus the address of each such party, where available.

e. Any circumstances discovered through a search of the public records that indicate that there may be one or more owners, creditors, or other interested parties who by law are entitled to notice of a tax foreclosure proceeding, but whose identity is unknown.

3. After the initial transmission of the property list to the Company, the City will periodically identify to the Company parcels that have been redeemed or withdrawn from foreclosure, for which title searches are no longer needed. If the Company has not yet commenced work for such a parcel, the Company shall remove the parcel from its list, and shall not bill the City for work on such parcel.

4. During the period when the Company is compiling title and creditor information, the Company shall identify to the City any properties for which the title search has disclosed: (a) one or more bankruptcy proceedings affecting the property, (b) the possibility of an interested party whose identity cannot be ascertained, or any other title problem that might legally prevent the City from foreclosing against the property, (c) a different record owner as of the date of the commencement of the City's tax foreclosure action from the owner shown on the City's list, (d) any federal lien. The information transmitted shall include sufficient detail to permit the staff of the City's Law Department to investigate the matter disclosed. After the City's investigation, the Company and the City shall consult to determine whether the property should remain in the City's foreclosure action. If the Company concludes that the City cannot legally foreclose against a given property, the City shall withdraw that property from its foreclosure action.

5. During the period when the Company is compiling title and creditor information, the Company shall consult with the staff of the City's Law Department for guidance and assistance in verifying mailing addresses for the various creditors.

6. The initial electronic compilation of title and creditor information, as set forth in paragraph 2 above, shall be done by the Company at an average rate of at least **70** parcels per week. Thus, if there are **1750** parcels to be searched, the maximum time for completion of the search work should be no more than **25** weeks.

7. Upon the completion of the electronic compilation of title and creditor information for all properties, the Company shall utilize its electronic computer capability to generate creditor foreclosure notices, as follows.

a. A notice must be prepared for every creditor or interested party disclosed by the Company's search.

b. Each notice shall be addressed to the creditor or party, and shall identify all properties in which such party has an interest, as shown by the Company's search. A single notice shall be generated for each creditor or interested party. (There shall not be a separate letter for each property for each party.)

c. The text and format of the creditor notice shall be supplied by the City.

d. The notices shall not include reference to any property that has been redeemed or withdrawn from foreclosure, so long as the City has notified the Company of the redemption or withdrawal.

e. The creditor notices shall be prepared by the Company and delivered to the City, ready for mailing, not later than 3 weeks after the completion of the compilation of title and creditor information for all properties.

8. Simultaneously with the delivery to the City of the creditor foreclosure notices, the Company shall provide to the City the following documents:

a. A written list of every property for which creditor notices were prepared, in street address order, showing every creditor and interested party found for such property, including mailing addresses.

b. A written list of every creditor or interested party for whom a notice was prepared, in alphabetic order, showing the complete mailing address that appeared on the notice, and the list of properties identified on the notice. Such list shall be accompanied by an affidavit of preparation of such notices.

c. A written list of every property that was on the City's initial list transmitted to the Company, showing the final status of each property, i.e., redeemed and not searched, redeemed but already searched, withdrawn for bankruptcy or other title reasons, searched but no creditors found, searched and creditor notices prepared.

9. Simultaneously with the delivery to the City of the creditor foreclosure notices, the Company shall provide to the City, in electronic form compatible with existing City computer equipment, a copy of the creditor and title information compiled by the Company, organized by property address.

B. 1. In addition to preparing creditor foreclosure notices as described above, the Company shall prepare regular 60-year title reports, with U.S. and guaranteed tax searches, for individual properties at the City's request, up to **200** per year. Some properties for which the City requests such reports may have already been the subject of a ten-year foreclosure search by the Company, and some may not. Each 60-year title report shall contain sufficient information to serve as the basis for title insurance to be issued by the Company to a purchaser of the property.

2. If the City orders a 60-year title report for a property for which the Company has already prepared a foreclosure search, the Company shall rely on its earlier foreclosure search for the listing of any creditors or transactions occurring during the period of time covered by that search, whether ten years or the period of ownership of the present owner, and shall not re-search that period of time.

C. The proposal should be for a one-year term, with an option on the part of the City to renew for two additional one-year terms. The proposal should:

1. Specify the maximum number of parcels that can be searched, and the time-frame for both (1) the initial search work and (2) the preparation of the creditor notices. It will be important to the City to have the largest possible number of properties searched in the shortest possible period of time.

2. Describe in detail how each step required by the City will be carried out.
 3. Specify the price (presumably per parcel) for the title search and preparation of creditor foreclosure notices and the production of all related documents, as set forth above. Specify the price for both the first year of the agreement and the optional second and third years.
 4. Specify the price for each 60-year title report ordered by the City. If a lower price can be offered for properties already searched for foreclosure purposes, that price should also be stated. Specify prices for both the first year of the agreement and the optional second and third years.
 5. State whether the Company can make a commitment to offer title insurance, at the usual rates, to purchasers of all properties that the City acquires through foreclosure, for which the Company has prepared a foreclosure search and a 60-year search, provided that no title problem is uncovered in the 60-year search.
 6. State what steps the Company would be prepared to take if the Company fails to discover, or to prepare a proper notice for, a creditor or interested party which the Company should have discovered and prepared a notice for.
 7. State whether the Company is prepared to comply with the "Rochester Living Wage Ordinance", section 8A-1 8 of the Rochester City Code, a copy of which can be found at www.cityofrochester.gov (City Code Online) or by calling the City Clerk's Office, 428-7421.
 8. State the name and title of the individuals at the Company who will be involved in this assignment, and what their responsibilities will be.
 9. Describe the experience of both the Company and the involved individuals at the Company in previous assignments of this nature, focusing particularly on the performance of mass title search work in a short period of time, and the use of electronic computer capability to generate a single notice to each creditor. Provide sample copies of documents generated in previous assignments.
 10. Provide as references the names, addresses, and telephone numbers of other municipalities or organizations for which the Company has within the past five years provided similar mass title search work and/or computerized generation of documents.
- D. The selection of a Company for this assignment will be based on the responses in the proposal to points C1 through C10 above, and if necessary on interviews with the involved individuals at some of the Companies. Particular emphasis will be placed on the Company's experience with similar assignments, and references.
1. The deadline for questions, and completed proposals is **May 8, 2015**. The City anticipates notification of the selected consultant on or before **May 15, 2015**. The City may alter these timeframes as necessary.
 2. There will not be a pre-proposal conference or meeting of interested vendors/consultants.
 3. Questions must be submitted in writing, preferably by e-mail. All questions and

responses will be shared with all title companies who have indicated intent to submit a proposal and have provided an e-mail address.

4. The contact for the proposal is Scott C. Smith, Municipal Attorney, telephone **585-428-6761**, email: **smiths@cityofrochester.gov**. Only Scott C. Smith, Municipal Attorney should be contacted regarding the proposal.

5. The City reserves the right to amend the RFP upon notification to all potential companies.

6. The City may request additional information from potential companies as necessary to assist the City in evaluating a proposal.

7. This RFP may be withdrawn by the City for any reason and that the City shall have no liability for any costs incurred in preparing a proposal.

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

9. A copy of the form contract is attached. The successful company will be required to enter into a contract with the City.

10. Selection of a company is within the City's sole discretion. No reason for rejection or acceptance of a proposal is required to be given. The City's decision will not be based solely on price.

11. City Council approval of the contract will be required.

12. Preference will be given to companies located in the City, through additional weighting.

13. The proposals will be evaluated chiefly on the basis of (a) the Company's experience with similar assignments (b) references (c) location in the City of Rochester, and (d) price.

Date: **April 10, 2015**

T. ANDREW BROWN
CORPORATION COUNSEL
400A City Hall
30 Church St.
Rochester, NY 14614

**AGREEMENT FOR TITLE SERVICES
2015**

THIS AGREEMENT is made this ____ day of _____, 2015, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, NY _____ hereinafter referred to as the "Company".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a title company to provide title and abstract services and data processing services related to parcels of real property in a tax foreclosure action or in which the City has some other interest, which services shall be known as the Project, and

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

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

SECTION 1. DESCRIPTION OF COMPANY'S SERVICES

A. Preliminary Foreclosure Title Searches: Creditor Notices.

1. The City will initiate the assignment by providing to the Company, in either written or electronic form or both, a list of parcels of real property for which title searches are required. The parcels will be identified by street address, SBL number, and owner's name.

2. The Company shall then search the title for each parcel sufficiently to obtain the following information, which shall be compiled in electronic form:

a. Verification that the record owner shown on the City's list was in fact the record owner of the parcel on the date of commencement of the City's present tax foreclosure action.

b. Any pending bankruptcy proceeding that would impair the City's legal ability to take the property in foreclosure.

c. All present creditors of the property, whether by mortgage, judgment lien, tax lien, or other lien, that are discoverable through a search covering the most recent ten years, or the period of ownership of the present owner, whichever is longer, plus the address of each such creditor, where available.

d. Any other party having a legal interest in the property, where such party's identity is discoverable from a search of public records covering the most recent ten years, or the period of ownership of the present owner, whichever is longer, plus the address of each such party, where available.

e. Any circumstances discovered through a search of the public records that indicate that there may be one or more owners, creditors, or other interested parties who by law are entitled to notice of a tax foreclosure proceeding, but whose identity is unknown.

3. After the initial transmission of the property list to the Company, the City will periodically identify to the Company parcels that have been redeemed or withdrawn from foreclosure, for which title searches are no longer needed. If the Company has not yet commenced work for such a parcel, the Company shall remove the parcel from its active list, and shall not bill the City for work on such parcel.

4. During the period when the Company is compiling title and creditor information, the Company shall identify to the City any properties for which the title search has disclosed: (a) one or more bankruptcy proceedings affecting the property, (b) the possibility of an interested party whose identity cannot be ascertained, or any other title problem that might legally prevent the City from foreclosing against the property, (c) a different record owner as of the date of the commencement of the City's tax foreclosure action from the owner shown on the City's list, (d) any federal lien. The information transmitted shall include sufficient detail to permit the staff of the City's Law Department to investigate the matter disclosed. After the City's investigation, the Company and the City shall consult to determine whether the property should remain in the City's foreclosure action. If the Company concludes that the City cannot legally foreclose against a given property, the City shall withdraw that property from its foreclosure action.

5. During the period when the Company is compiling title and creditor information, the Company shall consult with the staff of the City's Law Department for guidance and assistance in verifying mailing addresses for the various creditors, with the goal of obtaining an accurate, current mailing address for each creditor.

6. The initial electronic compilation of title and creditor information, as set forth in paragraph A(2) above, shall be done by the Company at an average rate of at least **seventy (70)** parcels per week.

7. Upon the completion of the electronic compilation of title and creditor information for all properties, the Company shall utilize its electronic computer capability to generate creditor foreclosure notices, as follows.

a. A notice must be prepared for every creditor or interested party disclosed by the Company's search.

b. Each notice shall be addressed to the creditor or party, and shall identify all properties in which such party has an interest, as shown by the Company's search. A single notice shall be generated for each creditor or interested party. (There shall not be a separate letter for each property for each party.)

c. The text and format of the creditor notice shall be supplied by the City.

d. The notices shall not include reference to any property that has been redeemed or withdrawn from foreclosure, so long as the City has notified the Company

of the redemption or withdrawal.

e. The creditor notices shall be prepared by the Company and delivered to the City, ready for mailing, by a date specified by the City.

8. Simultaneously with the delivery to the City of the creditor foreclosure notices, the Company shall provide to the City the following documents:

a. A written list of every property for which creditor notices were prepared, in street address order, showing every creditor and interested party found for such property, including mailing addresses.

b. A written list of every creditor or interested party for whom a notice was prepared, in alphabetic order, showing the complete mailing address that appeared on the notice, and the list of properties identified on the notice. Such list shall be accompanied by an affidavit of preparation of such notices.

c. A written list of every property that was on the City's initial list transmitted to the Company, showing the final status of each property, i.e., redeemed and not searched, redeemed but already searched, withdrawn for bankruptcy or other title reasons, searched but no creditors found, searched and creditor notices prepared.

d. A written list of (1) every property that was determined to be covered by a bankruptcy stay, (2) every property for which the owner at the time of the commencement of the foreclosure action was determined to be different from the owner shown on the City's foreclosure list, (3) every property with a federal lien, and (4) every property for which some other title problem was determined to prevent the City's foreclosure. In determining whether to remove properties from foreclosure, the City shall rely on these lists, rather than on the periodic communications from the Company made pursuant to section 1(A)(4).

9. Simultaneously with the delivery to the City of the creditor foreclosure notices, the Company shall provide to the City, in electronic form compatible with existing City computer equipment, a copy of the creditor and title information compiled by the Company, organized by property address.

B. Full 60-Year Title Reports.

1. In addition to preparing creditor foreclosure notices as described above, the Company shall prepare regular 60-year title reports, with U.S. and guaranteed tax searches, for individual properties at the City's request. Some properties for which the City requests such reports may have already been the subject of a preliminary foreclosure search by the Company, and some may not. Each 60-year title report shall contain sufficient information to serve as the basis for title insurance to be issued by the Company to a purchaser of the property.

2. If the City orders a 60-year title report for a property for which the Company has already prepared a foreclosure search, the Company shall rely on its earlier foreclosure search for the listing of any creditors or transactions occurring during the period of time covered by that search, whether ten years or the period of ownership of the present owner, and shall not

re-search that period of time.

C. Miscellaneous Title Services.

The Company shall perform such other miscellaneous title services for the City as may be agreed upon by the Company and the Corporation Counsel of the City, at a price to be agreed upon by the parties.

SECTION 2. TERM

The services required of the Company pursuant to this Agreement shall commence on **July 1, 2015**, and shall terminate on **June 30, 2016**.

SECTION 3. FEE

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

1. Preliminary foreclosure searches.

a. For each property requiring a preliminary foreclosure title search, a fee of _____ per parcel, except that: (1) the fee for any parcel that was already searched by the Company for a City or Monroe County tax foreclosure action within the past five years shall be _____ per parcel, and (2) for any parcel with multiple chains of title within the ten-year period searched, the fee for each additional chain of title shall be _____. These fees shall cover all the Company's services connected with the preparation of creditor foreclosure notices for such properties.

b. Payment for the preliminary foreclosure title searches shall be made in the following manner. The Company shall periodically, no more frequently than biweekly, submit to the Corporation Counsel the title search results for a given number of properties, preferably in electronic form. The City shall thereupon pay the Company 80% of the fee attributable to such properties. The remaining 20% of the fee shall not be paid until the Company has delivered the final creditor notices and associated lists and documents, for all properties, as provided in subdivisions 7, 8, and 9 of Section 1(A) of the Agreement. The Company shall submit duly executed vouchers for payment, upon forms that shall be supplied by the City.

2. 60-Year Title Reports.

a. For each property requiring a full 60-year title report:

(1) A fee of _____ per parcel if the Company has already done a preliminary foreclosure title search for such property for the City or for Monroe County,

(2) A fee of _____ per parcel if the Company has not already done a title search for such property.

(3) For any parcel with multiple chains of title within the 60-year period searched, the fee for each additional chain of title shall be _____.

b. Payment for 60-year title reports shall be made upon delivery of the reports by the Company to the City. The Company shall submit duly executed vouchers upon forms that shall be supplied by the City.

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

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE COMPANY

A. The City hereby designates:

Scott C. Smith, Municipal Attorney
City of Rochester Department of Law
400A City Hall
30 Church St.
Rochester, NY 14614
585-428-6761
smiths@cityofrochester.gov

B. The Company hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Company for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 5. INDEMNIFICATION

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

SECTION 6. WORKERS* COMPENSATION

This Agreement shall be void and of no effect unless the Company shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers* Compensation Law of the State of New York or the state of the Company's residence, whichever may apply.

SECTION 7. EQUAL OPPORTUNITY

A. General Policy

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

B. Definitions

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

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

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

1. The Company shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status in the performance of services or programs pursuant to this agreement. The Company 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 Company, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Company 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 Company 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 Company, reflecting this non-discrimination policy.

2. If the Company 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 Company 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 Company can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Company 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.

SECTION 8. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

SECTION 9. COMPLIANCE WITH ALL LAWS

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

SECTION 10. AUDIT

The Company agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Company and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 11. PROHIBITION AGAINST ASSIGNMENT

The Company is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest

therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

SECTION 12. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of the monies available for its purposes, and no liability shall be incurred by the City beyond the monies available for such purposes.

SECTION 13. EXTENT OF AGREEMENT

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

SECTION 14. STATUS AS INDEPENDENT CONTRACTOR

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

SECTION 15. LAW

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

SECTION 16. 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 17. 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

SECTION 18. TERMINATION FOR DEFAULT

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

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

SECTION 19. 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 (\$50,000.00) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than Fifty Thousand Dollars (\$50,000.00) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance.

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

C. Exemption.

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

[END OF PAGE - SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGE]

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

CITY OF ROCHESTER

Approved as to form

BY: _____
Lovely A. Warren, Mayor

By: _____
Corporation Counsel
City of Rochester

Approved for funds

BY: _____

Director of Finance
City of Rochester

[END OF PAGE - ACKNOWLEDGMENTS FOLLOW IMMEDIATELY ON NEXT PAGE]

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared **Lovely A. Warren**, 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of _____, 2015 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public