

# City of Rochester, NY



## Request for Proposal

### FINANCIAL ADVISOR SERVICES

Date Issued: February 14, 2013

Submission Deadline: March 14, 2013

City of Rochester  
Request for Proposal (RFP)  
Financial Advisor Services

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**REQUEST FOR PROPOSAL  
FOR A FINANCIAL ADVISOR FOR THE  
CITY OF ROCHESTER, NY**

**1. INTRODUCTION**

The City of Rochester, NY (the “City”) is seeking the services of a Financial Advisor to assist in the development of financing alternatives for general city projects including, but not limited to, the dependent Rochester City School District, water projects, parking facilities, and cemetery facilities, and other financial studies as may be deemed desirable by the City.

**2. BACKGROUND**

City of Rochester

The City, located in Monroe County on Lake Ontario, approximately midway between Buffalo and Syracuse, encompasses approximately 37 square miles. Rochester was recorded as the third largest city in New York State by the 2010 census with a population of 210,565. It is divided into 66,323 real estate parcels (May 1, 2012 assessment roll), and serviced by 540 miles of public ways. Rochester is served by three bus lines, the New York Thruway, and twenty-one airlines, five major and sixteen regional, at the Greater Rochester International Airport. This airport also offers support facilities for private aircraft. Rail passenger service is provided by Amtrak, and railway freight service is provided by CSX and Genesee & Wyoming, Inc. (a regional railroad). Water transportation service is provided by the Erie Canal.

Rochester serves a nine-county region as its recreational, commercial, educational, health and cultural center with resources like the University of Rochester (well known for its Medical Center, the Eastman Dental Center, the Eastman School of Music, and the Institute of Optics/New York State Center for Advanced Optical Technology), four hospitals (two of which are research hospitals), 11 public libraries, seven museums (including The International Museum of Photography at George Eastman House), theaters, and an extensive parks and recreation system.

The City is host to various summer festivals, 14 radio stations, seven television stations, and over 65 visual and performing arts groups, including the nationally renowned Rochester Philharmonic Orchestra and the internationally acclaimed Garth Fagan Dance Company. Rochester is home to six professional sports teams: the Rochester Red Wings, AAA farm team of the Minnesota Twins; the Rochester Americans, American Hockey League farm team for the Buffalo Sabres; the Rochester Knighthawks of the National Lacrosse League (indoor); the Rochester Rattlers of the Major Lacrosse League (outdoor); the Rochester Razorsharks of the American Basketball Association, and the Rochester Raging Rhinos of the American Professional Soccer League “A” League. Frontier Field, a 12,500 seat stadium, is home to the Red Wings and Paetec Park, a 13,768 seat stadium, is the new home of the Raging Rhinos professional soccer team. According to *Street and Smith’s Sports Business Journal*, July 2005, Rochester, New York was rated the best minor league sports market in America.

Incorporated as a village in 1814, and as a city in 1834, Rochester is governed by a Mayor, who is directly elected by popular vote to a four-year term of office. As the chief executive officer and the administrative head of government, the Mayor is responsible for the administration of all City affairs, including the appointment of all department heads. The nine-member City Council is responsible for the legislative affairs of City government. Each Council member is elected to a four-year term; four by districts representing approximately one-quarter of the City's area, and five by a city-wide vote. The members of City Council elect a President, who presides at Council meetings and ceremonial occasions, and who provides the Council with leadership in the drafting and passing of legislation.

### Outstanding Debt

The City of Rochester has the following outstanding debt (principal only) as of February 15, 2013:

<u>Purpose</u>	<u>Bonds</u>	<u>Notes</u>	<u>Total</u>
General City Purposes, including streets	\$ 114,694,000	\$6,296,000	\$ 120,990,000
Sewer	1,800,000	0	1,800,000
Library	2,200,000	0	2,200,000
	3,000,000	0	3,000,000
Water	50,646,000	1,485,000	52,131,000
War Memorial	12,095,000		12,095,000
Parking	20,135,000	891,000	21,026,000
Cemeteries	1,105,000	0	1,105,000
School	<u>171,812,999</u>	<u>0</u>	<u>171,812,999</u>
	<u>\$377,487,999</u>	<u>\$8,672,000</u>	<u>\$386,159,999</u>

In addition, the Comprehensive Annual Financial Report (CAFR) of the City of Rochester is available for the fiscal year ended June 30, 2012, on the City's website under the Finance Department (see Comprehensive Annual Financial Report on right-hand side).

### **3. SCOPE OF SERVICES**

#### Role of Financial Advisor

1. Serve as the City's consultant on debt financing projects.
2. Provide independent financial advice and serve solely the interests of the City.
3. Manage the bond financing process and negotiate key business points to accomplish the City's objectives.

#### Services to be Provided

The City seeks to utilize the best combination of options available to adequately address the capital needs of the City. The selected Financial Advisor will be required to perform the following:

1. Develop a plan of finance and prepare financing schedule.

2. Evaluate legal approaches permitting various financing structures and propose financing methods, with emphasis on innovation, to be considered for accomplishing the City's objectives. This will be done in conjunction with the City's staff and legal counsel.
3. Review legal documents.
4. Analyze and report on the advantages and disadvantages of each proposed financing.
5. Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
6. Review existing revenue sharing agreements, tax rebate agreements and debt commitments to determine potential impacts, if any, on the proposed financing and make appropriate recommendations to the City's financing team.
7. Work with the City's bond counsel and financing team in recommending size, structure, specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
8. Assist the City in selection of formation of financing team, including preparing a list of services required of underwriter, trustee, verification agent and other professionals, as agreed upon.
9. Advise the City's financing team on areas of industry specific knowledge that affects the financing and marketing of the City's debt.
10. Assist in preparing the text of an official statement and disclosure documents as required. Official statements will include a description of the securities, the project(s), and pertinent financial and economic data. In the preparation of such an official statement, assist the City in ascertaining material facts and circumstances regarding the project. The official statement will be printed and mailed, together with copies of the official notice of sale and basic legal documents, to a comprehensive list of prospective bidders.
11. Prepare credit profiles and assist City in making presentations to bond insurance companies and/or rating agencies. These agencies may require sufficient information to receive the highest possible rating on any securities prior to the sale of such securities.
12. Prior to the sale of securities, assist in representing the City at information meetings, if such meetings are necessary or desirable.
13. Assist in negotiations with bond insurers and/or letter of credit providers.
14. Manage competitive or negotiated sale process. Arrange for advertising and pre-marketing of issue. Represent the City at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid. Act as the City's agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates. In the event of a negotiated offering, assist the City in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.
15. Assist the City in closing the financing, which includes assistance in selecting a bond printer, if needed, and in advising the City on the investment of proceeds pending expenditure.

16. Prepare and deliver presentations, if required, designed to facilitate an understanding of public sector financing and its implications to the City Council and other governing boards as may be necessary.
17. Analyze the financing impact of project costs, cash flow projections and rate implications. Participate in the development of alternate strategies with City's financing team.

#### Reporting

The Financial Advisor will report to the Director of Finance of the City.

#### **4. PROPOSAL REQUIREMENTS AND QUESTIONS**

##### Questions

All questions concerning this RFP should be submitted to:

**Brian Roulin, Director of Finance  
City of Rochester  
City Hall, Room 109-A  
30 Church Street, Rochester, NY 14614**

**or emailed to [BrianRoulin@cityofrochester.gov](mailto:BrianRoulin@cityofrochester.gov).**

All questions must be submitted in writing or by email. Replies will be issued by Addendum emailed, mailed, or delivered to all parties recorded as having received this RFP. All questions should be submitted by February 28, 2013. Respondents should only rely on answers and other information given by formal written Addenda,

Proposals and all materials submitted with the proposal become the property of the City of Rochester and will be subject to the New York State 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 along with the proposal.

The successful respondent will be required to enter into a Professional Services Agreement with the City of Rochester (See Appendix A: Professional Services Agreement Sample).

##### **A. Scope of Services**

Consultant shall provide a clear, concise response to the scope of service requirements set forth above.

In the event of joint proposals between two or more firms, indicate the role that each subconsultant or co-proposer would perform.

##### **B. Qualifications**

The consultant shall identify the financing team and any other key personnel involved in this proposal, including subconsultants and co-proposers. The people identified as this team will be the ones allowed to participate in the event the team is invited to an interview.

A brief resume should be provided for each key person listing specific qualifications applicable to experience in similar dollar volume and duration of time projects. Experience with other local governments, including school districts, and New York debt issuance should also be included.

Changes in members of the team will require advance approval by the City.

C. References

Consultant shall include the name, address and telephone number of three to five clients for whom services similar to those described in this Request for Proposal have been performed. In addition, consultant shall provide an official statement of the most relevant previous financing.

D. Disclosure

The Consultant will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the City. Consultant shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.

E. Fee

The Consultant should provide a clear statement(s) of the firm's fee structure. Fees stated are to cover the financial plan for each debt issue or series, and shall be clearly identified as per series of total issue. Alternate fee proposals should be made for competitive vs. negotiated sale. If a contingent fee is contemplated, it is to be clearly stated in your proposal. Also indicate if out-of-pocket expenses are included or excluded from the fee. If excluded, please provide a list of the type of out-of-pocket expenses anticipated.

F. Proposal Submission

Five (5) copies of the completed proposal with length not to exceed 20 pages must be submitted no later than 5:00 p.m., Thursday, March 14, 2013, to:

**Brian L. Roulin, CPA  
Director of Finance  
City of Rochester  
30 Church Street  
Room 109-A  
Rochester, NY 14614**

5. **PROPOSAL EVALUATION, REVIEW AND SELECTION PROCESS**

Proposals and all materials submitted with the proposal become the property of the City of Rochester and will be subject to the New York State 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 along with the proposal.

Proposals will be evaluated on, but not limited to, related experience of the respondents, knowledge of the City, professional qualifications of individuals to be assigned to the project, creative financing strategies, fees, and overall proposal content. Preference will be given to respondents located with the City of Rochester through an additional weighting of 10%.

Proposals will be reviewed by the City. Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted by phone at the option of the City. All Financial Advisors selected for interviews will be notified of the selection as soon as possible.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. Further, the City may reject any proposal which does not conform to the instructions herewith. Additionally, the City reserves the right to negotiate all final terms and conditions of any agreement entered into.

Nothing in the Request for Proposal shall be deemed to commit the City to engage any Financial Advisor.

The successful respondent will be required to enter into a Professional Services Agreement with the City of Rochester (See Appendix A: Professional Services Agreement Sample).

## **6. ANTICIPATED TIME LINE**

February 14, 2013	Distribute RFP to prospective Vendors
February 28, 2013	Deadline to submit questions in writing
March 14, 2013	Deadline for RFP responses to be received by Director of Finance's Office <b>by 5:00 P.M.</b>
April 17, 2013	Transmittal to City Council for authorization
May 14, 2013	Decision by City Council and awarding of business

Time line is subject to change at the sole discretion of the City of Rochester. No individual extensions will be granted.

## **7. LIMITATIONS**

The Financial Advisor shall not be permitted to participate directly or indirectly in any manner in the purchase of any financing debt or bonds relating to any projects for which Financial Advisor services are provided.



## Appendix A: Professional Services Agreement Sample

### AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 2013, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and \_\_\_\_\_ with offices located at \_\_\_\_\_, hereinafter to as the "Consultant".

#### WITNESSETH:

**WHEREAS**, the City desires to secure the professional services of a Consultant to provide \_\_\_\_\_, hereinafter referred to as "the Project", and

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

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

#### **SECTION 1.      DESCRIPTION OF CONSULTANT'S SERVICES**

A.

#### **SECTION 2.      CITY RESPONSIBILITIES**

#### **SECTION 3.      TERM**

The duration of the agreement will be from \_\_\_\_\_

#### **SECTION 4.      FEE**

#### **SECTION 5.      AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT**

A.           The City hereby designates:

B.           The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant 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 6. INDEMNIFICATION**

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

## **SECTION 7. PROFESSIONAL LIABILITY INSURANCE**

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars (\$1,000,000). 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. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the City shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

## **SECTION 8. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE**

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

## **SECTION 9. 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.

**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 or 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 or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that 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 nondiscrimination 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.

**SECTION 10. COMPLIANCE WITH ALL LAWS**

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

**SECTION 11. AUDIT**

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, 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 Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

**SECTION 12. PROHIBITION AGAINST ASSIGNMENT**

The parties are 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 both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

**SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE**

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

**SECTION 14. 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 15. STATUS AS INDEPENDENT CONTRACTOR**

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the

City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### **SECTION 16.     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 17.     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 18.     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 19.     DEBARMENT AND SUSPENSION**

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

#### **SECTION 20.     TERMINATION FOR DEFAULT**

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

#### **SECTION 21.     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 are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or

greater 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-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

**C. Exemption**

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

**SECTION 22. 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.

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

**CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Thomas S. Richards - Mayor City of Rochester

**CONSULTANT**

\_\_\_\_\_  
Name:  
Taxpayer Id. No.:

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me the subscriber, Thomas S. Richards, personally known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor 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.

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Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public