

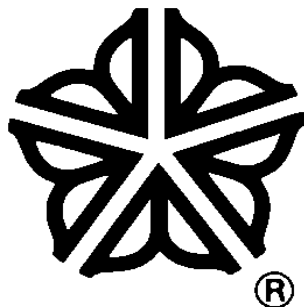
# **Request for Proposals (RFP)**

for the

## **Emergency Solutions Grants (ESG) Program**

for the periods of:

**July 1, 2015 – June 30, 2016 (City)**  
**August 1, 2015 – July 31, 2016 (County)**



### **City of Rochester and Monroe County**

Issued: Friday, March 6, 2015

Due: Monday, April 6, 2015 by 5:00 p.m.



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#### **BIDDER'S INFORMATION MEETING:**

**Thursday, March 12, 2015**  
**3:00 – 4:00 p.m.**

**City of Rochester Conference Room 309- A**  
City Hall – 30 Church Street  
Rochester, NY 14604

**Funding for FY 2015-16  
Emergency Solutions Grants (ESG) Programs  
for the City of Rochester and Monroe County**

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# City of Rochester and Monroe County FY 2015-16 Emergency Solutions Grants (ESG) Program

## **Part 1. Introduction and Background**

The City of Rochester, hereinafter referred to as the “City,” and Monroe County (hereinafter the “County”), seek proposals from qualified not-for-profit providers to participate in a comprehensive community service delivery program intended to ameliorate homelessness.

This request for proposals for the FY 2015-16 ESG program year is based upon advance joint planning by the City, the County and the Rochester/Monroe County Continuum of Care (CoC). The 2015-16 Emergency Solutions Grants Program (hereinafter ESG) is envisioned to strengthen and expand the current array and availability of services and programs for individuals and families who are homeless or at risk of homelessness in the greater Rochester community.

## **Background**

**Federal HEARTH ACT:** In 2009, significant changes were made to federally-funded homeless programs, including ESG, with the passage of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The HEARTH Act is the first significant reauthorization of the McKinney-Vento Homeless Assistance Programs since 1992. In 2012, the administering federal agency, the U.S. Department of Housing and Urban Development (HUD) released its new policies and regulations pursuant to the HEARTH Act. Together, these policy developments reflect a national shift from a historical emphasis on providing emergency shelter to a focus on homelessness prevention and rapid re-housing, broaden existing emergency shelter and homelessness prevention activities. These new policies emphasize rapid re-housing to help people quickly regain stability in permanent housing after experiencing a housing crisis, support a coordinated access and intake, and call for an effective data collection, performance measurement, and program evaluation system.

As excerpted from the Homelessness Resolution Strategy Report authorized by the City, entitled *Homelessness Resolution Strategy in Rochester and Monroe County*, author Suzanne Wagner summarizes the evolution of policy response to the problem of homelessness:

*During the past decade, homeless systems across America have been radically transforming the way they deliver services--moving from managing to ending homelessness (emphasis added). Communities have embraced new approaches such as Housing First and Rapid Re-Housing which have proven to quickly end people's homelessness permanently, while conserving public funds in the process. Research has documented the effectiveness and efficiency of these interventions and the evidence continues to build. Traditional approaches to the issue such as endless engagement by street outreach workers and assisting people to become “housing ready” have been abandoned. We have learned that the most effective approaches move people out of the crisis of homelessness as rapidly as possible and provide services and supports in their homes to help them achieve housing stability.*

*Additionally, the body of research supporting social services practice interventions that enhance and amplify these housing approaches such as Critical Time Intervention, Stages of Change and Supported Employment has been growing.*

*Finally, the Federal Strategic Plan to End Homelessness, Opening Doors and the HEARTH (Homeless Emergency Assistance and Rapid Transition to Housing) Act (which re-authorizes McKinney Vento funding from HUD) have created new goals and outcomes for communities to use to measure their progress in solving homelessness.*

*HUD will evaluate communities (and distribute funding) based on their success at reducing the numbers of homeless people, reducing the length of time people spend in the crisis of homelessness and success at increasing incomes and exits from homeless systems to permanent housing.*

## **Report Recommendations**

Wagner continues with recommendations for best practices, which have been accepted by the City and County as well as the homeless services provider network at large. She notes:

*Rochester and Monroe County have embraced these new housing approaches and practice strategies, creating Housing First Permanent Supportive Housing and Rapid Re-Housing responses. The recommendations to follow seek to build on the progressive approach the community has been engaged in.*

## **Recommendations for Best Practices**

1. Continue to implement diversion as the first response to a housing crisis and use the Shinn-Greer Tool to prioritize services
2. Adopt a rapid exit/housing first approach for the entire system
3. Increase Rapid Re-Housing
4. Use Progressive Engagement in Providing Services
5. Implement a Housing Stabilization Case Management Approach using Critical Time Intervention (CTI)
6. Improve practice and capacity in Permanent Supportive Housing (PSH)
7. Implement data driven decision-making and evaluation through measurement of outcomes
8. Ensure Leadership and Accountability for (this) plan

## **LOCAL SERVICE PROVIDER NETWORK DEVELOPMENT**

Starting in 2013, the City and County enjoined the community to adopt Coordinated Access as our new way of doing business. The challenge is to direct resources in new, innovative ways, and allows for investment in a Continuum of Care (CoC) infrastructure. Coordinated Access is envisioned to overcome barriers that individual programs cannot address as it will allow communication, coordination, and collaboration to be brought to scale on a community-wide level. Outcome goals of Coordinated Access include, but are not limited to: diverting entry into shelter by finding alternative housing or sustaining existing housing, decreasing the average length of a homeless episode, strategically and efficiently aligning scarce community resources, and bridging agency and program boundaries.

In 2013, homeless service representatives, acting on behalf of the larger group of homeless/homelessness service providing organizations in Rochester and Monroe County, convened an ad-hoc Coordinated Access Task Force and presented a report to the CoC in December, 2013 on the design and implementation strategy to address how to prevent and end homelessness in our community. This recommendation report included a suggested common assessment tool featuring diversion techniques, intake procedures, and the recommendation to start the movement to Coordinated Access with a pilot project. The CoC formally accepted the report and adopted the recommendations in January, 2014.

For the FY 2014-15 ESG program, the City and County issued a request for proposals for an entity to implement the recommendations, and funded a collaborative program proposed by CCSI, Goodwill of the Finger Lakes/2-1-1 LIFE LINE and Catholic Family Services, which began in earnest in November, 2014.

## **Part 2. ESG Program Description**

ESG offers funding assistance to public and non-profit organizations that are responding to the needs of homeless populations through a comprehensive community-wide planning process and implementation strategy, as articulated in this community's Ten Year Plan to End Homelessness, *Housing Options for All* (2007). Fundamental principles and strategies that will guide ESG program development and proposal selection are listed below.

### **Fundamental Principles and Strategies**

#### **Guiding ESG Program Development and Proposal Selection**

1. Collaboration within the homeless services community to assist the hardest to serve. Breaking down silos, or barriers, to collaboration and coordination across the service community to ensure that local, state, and federal resources are used effectively and efficiently to end homelessness
2. Ensuring emergency housing needs are met
3. Use of shelter beds and transitional housing only when necessary--with a Housing First approach
4. Re-alignment of programs--working as a community to re-align program dollars to keep people housed or to rapidly re-house them
5. Adoption of proven tools to prevent and end homelessness--use of a comprehensive community-based prevention and rapid re-housing system that embraces Progressive Engagement and Housing First philosophies. Promotion of program models with successful measurable outcomes that are supported by data
6. Uniform data collection, analysis, and reporting--Collection and analysis of data via the Homeless Management Information System (HMIS). (Please note: Providers of services to victims of domestic violence and other special needs populations are exempt from HMIS participation)
7. Building of public support and political will for ending homelessness--sharing data and best practices with mayors, county officials, schools, and other interested parties
8. Creating a communications plan--notification of key partners in the community, including mainstream service partners, government officials, consumers, and the general public about how coordinated access works (via social media, brochures, and informational meetings, for example), and
9. Continuous quality improvement.

## **Part 3. FY 2015-16 ESG Program Goals and Objectives**

ESG funds are intended to be used to meet the goal of alleviating or preventing homelessness. ESG service objectives must be designed to comply with and carry out the goals and initiatives of the City and the County. For further articulation of homelessness resolution goals, see the City of Rochester Housing Policy (Attachment D), which includes coordinating tenant services that reduce unwanted transiency and encourage accountability that will result in longer-term tenancies. HUD 24 CFR Part 576 provides more detail.

Important note: City and County funds will not be available for use for all eligible activities as set out in HUD regulations. Following is an outline of the services the City and County intend to fund.

## **2015-16 City and County ESG Goals and Objectives**

### **I. COORDINATED ACCESS SYSTEM IMPLEMENTATION**

### **II. HOMELESSNESS PREVENTION/RAPID RE-HOUSING SERVICES**

- A. Housing relocation and stabilization services
- B. Housing relocation and stabilization financial assistance (ex., security deposits)
- C. Rental Assistance

### **III. EMERGENCY SHELTER AND SHELTER DIVERSION**

- A. Emergency Shelter (year-round operation)
- B. Shelter Facility Renovation/Repairs

### **IV. ESSENTIAL SERVICES**

- A. Case Management
- B. Life Skills
- C. Transportation
- D. Services to Special Needs Populations (specify)

## **Part 4. Eligible Populations**

Eligible populations to receive assistance through the ESG Program are organized into five categories:

- Single men
- Single women
- Single parents with children
- Families
- Youth and young adults

Upon implementation, the Coordinated Access and common Assessment policies, procedures, practices and intake and referral forms must be utilized in service to all clients.

### **For Financial Assistance Only**

Eligible to receive financial assistance through ESG are those individuals and families, homeless or at-risk of homelessness, who meet three conditions:

- 1) The household income is at or below 30% of the Area Median Income (AMI)
- 2) The household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing;
- 3) No appropriate subsequent housing options have been identified at the point of service application

## **Part 5. Priority Service Categories**

For the 2015-16 ESG Program, services sought by the City and County include **only** the following priority areas. Proposed services that do not meet the description of one or more of the priorities below will not be considered for funding.

### **I. COORDINATED ACCESS SYSTEM IMPLEMENTATION**

### **II. HOMELESSNESS PREVENTION/RAPID RE-HOUSING SERVICES**

This may include housing search and financial assistance such as direct rental and utility payments for eviction prevention or assistance to move to other housing. Service also includes referral to eviction prevention services (ex., legal services). (Note: the City and County fund legal assistance, and legal services are not subject to this RFP.)

### **III. EMERGENCY SHELTER AND SHELTER DIVERSION**

**Emergency Shelter Year-Round Operation.** The staffing, maintenance, operating costs necessary to operate and maintain emergency shelters, and also to provide other emergency lodging when appropriate.

**Shelter Repairs.** The construction costs of repairing or modifying a physical structure to meet or continue to meet building code standards, improve energy conservation or expand service delivery options.

### **IV. ESSENTIAL SERVICES**

The City and County will only consider application for one or more of the Essential Services described as follows:

1. **Case Management:** Assessing, arranging, coordinating, and monitoring individualized services. Also included is providing housing stabilization as determined in needs assessment?
2. **Life Skills:** Critical life management skills necessary to assist the program participant to function independently in the community.
3. **Transportation:** Costs of travel by participants to and from shelters and overflow shelters and also medical care, employment, child care, or other facilities that provide eligible Essential Services; and cost of staff travel to support provision of Essential Services.
4. **Services to Special Needs Populations (specify):** Otherwise eligible for Essential Services (as in 1, 2, and 3 above) tailored to address special needs, for example, victims of domestic violence and related crimes/threats.

## **Part 6. ESG Reporting Requirements**

**System Participation in HMIS:** Recipients of ESG Program funds will be required to participate in HUD's program case data collection system, the Homeless Management Information System (HMIS). The only exception is for organizations service victims of domestic violence.

Additionally, the City and the County reserve the right to request reports and analyses of a programmatic nature.

## **Part 7. Proposal Submission Instructions**

Proposals must be submitted on the form provided no later than Monday, April 6 at **5:00 p.m.**

### **HARD COPY SUBMISSION ONLY**

Applicants must submit:

One (1) copy-ready original proposal and four (4) copies must be delivered to

Department of Neighborhood and Business Development (NBD)  
Attn: Receptionist, Room 005 - A  
City of Rochester  
30 Church Street  
Rochester NY 14614

Upon submission, ask the Receptionist for a written receipt, indicating the date and time of delivery.

**Please note:** If mailing the submission via U.S. Post Office, please note the document must be in at the DNBD receptionist desk in City Hall no later than 5:00 p.m. on Monday, April 6, 2015, regardless of postmark. Delivery of a proposal any date/time after April 6, 2015 at 5:00 p.m. may not be accepted.

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## **Part 8. Proposal Application**

The proposal should include the following information in the order specified: Please see the proposal application form in Attachment B). It requires:

### **1. Consultant Qualifications Brief**

Documented evidence of the consultant's qualification for this project and capacity to perform the work should be described herein, including certifications and/or licenses as appropriate and information about prior contracts similar to that being solicited. Include complete descriptions of any and all collaborative relationships with local organizations that are to be formed for this project. For collaborative proposals, Include complete organization documentation for each organization on the team, not only for the lead organization.

### **2. Project Narrative**

A project narrative that clearly 1) conveys the consultant's selection of the requested service(s); 2) describes the proposed methodology to arrange and furnish the service(s), and 3) notes the value the consultant will bring to the process.

If proposing more than one program (i.e., transitional housing and homelessness prevention) OR project site, an individual application form (See Attachment B) and budget (See Attachment F) must be filled out separately for each proposed service, and must contain a proposed Service Narrative, Evaluation Plan, and Budget with Budget Narrative elements for each.



### **Proposed Service(s) Narrative**

Each proposed service narrative must address at a minimum the following program elements:

- (i) Statement of Priorities and Policies regarding selection of and service to clients, including intended impact of ESG services on homeless individuals and families and those at risk of homelessness
- (ii) Alignment with the goals and priorities as outlined in the City of Rochester Housing Policy (see Attachment D).
- (iii) Profile of persons to be served (single men, women, parent with children, families, and youth) and projected number(s) to benefit from each proposed ESG service (see Attachment B).
- (iv) A timeline that incorporates key dates set forth in this RFP and identifies appropriate assignments, tasks, and activities to achieve stated outcomes.

### **Proposed Service Evaluation Plan**

A written description of the data collection and evaluation activities in which the consultant will engage to insure project results meet stated objectives.

### **Proposed Service Staffing Plan**

For each service proposed, please provide a detailed staffing narrative (see Attachment B), identifying the project staff to be hired as direct employees of the lead, and if applicable, any subcontracting agency(s) plus detail on the number of caseworkers, administrative support staff and any other staff positions identified as necessary to carry out the project. Please include a statement of capacity to provide direct client services in languages other than English.

#### **A. Proposal Checklist**

See (Attachment C for the required documents and checklist. For any grant request at or above than \$50,000, please submit current Living Wage certificates.

##### **Living Wage**

The City will require pay that is in compliance with the Living Wage. (Until June 30, 2013, the Living Wage rates are: \$11.11/hour for covered employees who are offered health insurance benefits by the covered employer; and \$12.41/hour for covered employees who are NOT offered health insurance benefits by the covered employer. A certification form is attached for list of titles and pay rate covered by this proposal.

#### **B. Insurance Certificates**

Minimum of liability insurance is three million dollars (\$3,000,000), and the City of Rochester and/or Monroe County, as applicable, must be named as additional insured. NYS Workers' Compensation insurance is also required.

#### **C. Proposed Service Budget**

An itemized budget, including the required one-to-one (1:1) cash and/or approved in-kind services match on the forms provided (Attachment F).

#### **D. Budget Narrative**

A succinct budget narrative including consultant staff hours, salaries and billing rates, equipment and supply purchases is required as part of the service application form (see Attachment B). Provide same for other and/or ancillary subcontracted services.

**In addition, a copy of the full budget for the entire applicant agency must be submitted as an attachment.**

## **PART 9. Required Proposal Format**

For a proposal to be considered for review:

1. The required Proposal Application form (see Attachment B) must be completely filled out and submitted as instructed. No other format will be accepted. On the required application form (see Attachment B) include the following elements, as requested, for each proposed service: Project Narrative, Services Scope and Budget Narrative. Present the proposed service budget on the form provided in Attachment D.
2. The required Proposal Checklist (Attachment C) must be submitted with **ALL** the documentation and current information requested.

## **PART 10. Proposal Review**

ESG awards will be determined through a competitive RFP process. Proposals will be reviewed by a panel convened by the City and County. Written proposals should provide sufficient information to enable the review team to form a recommendation. The City and County reserve the right to reject any application that is determined to contain incomplete and/or incorrect information, otherwise does not meet the requirements as set forth in this RFP, or fails to demonstrate feasibility to carry out the proposed activities in an effective and timely manner. The City and County reserve the right to request individual applicants to submit additional information needed to make final determinations.

Further, the City and County reserve the right to engage any or all respondents in a telephone conversation or to invite any or all respondents to an interview to explore further the possibility of an engagement. Participation in such a telephone conversation or interview upon such an invitation would be voluntary, and does not indicate outcome of the proposal review. Any expenses resulting from such an interview would be the sole responsibility of the consultant.

Upon selection and mutual agreement, the consultant will enter into written agreements with the City and/or the County. Neither the City nor the County discriminates in any aspect of contracting on the basis of age, creed, color, disability, gender, marital status, national origin, race, or sexual orientation.

## **Part 11. Proposal Evaluation Criteria**

City and County selection of ESG contractors will adhere to HUD ESG policies and regulations relative to achieving the fullest array of services which fall into the service categories shown below. The City and County will only consider application for one or more of services as described (in Part 5, Priority Service Categories). Respondent organizations which have successfully demonstrated, to the satisfaction of the City and County, the greatest capacity to deliver ESG services, and to fully comply with the conditions and requirements set out in this RFP will be selected for contract engagement. Using a point system, the chart below indicates how proposals will be evaluated.

<p style="text-align: center;"><b>FY 2015-16 ESG Program Proposal</b></p> <p style="text-align: center;"><b>Evaluation Criteria Elements</b></p>	<p style="text-align: center;"><b>Maximum Point Value</b></p>
1. Responsiveness to the ESG service categories being sought by the City and County	25
2. Comprehensiveness, soundness and efficacy of the proposed ESG Program	15
3. Strategic and sound collaboration with community partner(s)	5
4. Impact of the proposed ESG service projections on goals, priorities and best practice recommendations of the City of Rochester Housing Policy and the community's Ten Year Plan to End Homelessness, <i>Housing Options for All</i>	15
5. Feasibility of proposed ESG Program service delivery implementation plan	25
6. Consultant's demonstrated capacity for program implementation and management, including human resource functions and projections, as based on relevant experience and reference checks of the consultant, demonstrated mastery of required technology and information system management	15

## **Part 12. Service Contracts**

The grant amount agreed upon by the City, the County and the respective consultant(s) will provide compensation for services, expenses, and service-related overhead. A disbursement schedule will be negotiated with consultants. In no event will the sum disbursed by the City or County exceed the stated amount of the contract, unless approved by City Council and/or County Legislature, respectively, and agreed to in writing and in a manner required of the City and/or the County by law. The City and the County reserve the right to offer a contract award greater or less than the amount requested in the proposal.

Funding awards must be matched by cash or pre-approved in-kind resources at a one-to-one (1:1) ratio. As stated above, awards and services are subject to change in order to comply with Federal and/or City and County instructions.

### **Contract Terms**

Subject to funding availability, the City and the County will select providers to enter into one year contracts. The City 2015-16 fiscal year is July 1, 2015 through June 30, 2016. The County fiscal year starts on August 1, 2015 and ends on July 31, 2016. For both City and County contracts, renewal may be considered, but is not guaranteed.

### **Part 13: Timetable**

The timetable for the proposal review and selection process is as follows:

Friday, March 5, 2015	ESG Program RFP Issued
Thursday, March 12, 2015 3:00 – 4:00 p.m.	Bidder's Information Meeting: City Hall Conference Room 309 A 30 Church Street Rochester NY14614
Monday, April 6, 2015 by 5:00 p.m.	Proposals Due
July 1, 2015	ESG Program Begins (City)
August 1, 2015	ESG Program Begins (County)

*Note: With the exception of the RFP issue and proposal due dates, all dates are approximate and subject to change.*

### **Questions?**

Questions regarding this RFP may be e-mailed to:

Cathy Shafer  
Monroe County  
Community Development Assistant

at:

[cshafer@monroecounty.gov](mailto:cshafer@monroecounty.gov)

E-mailed questions will be accepted until Wednesday, March 11, 2015 at 12:00 p.m. (noon).

Written answers to all questions received will be distributed at the Thursday, March 12, 2015 3:00 p.m. Bidders' Informational Meeting.

At the conclusion of the March 12 Bidders' Information Meeting, a Q & A document will be posted where the ESG Program RFP originally appeared on the City of Rochester website [www.cityofrochester.gov/bidandrfp](http://www.cityofrochester.gov/bidandrfp) and the Monroe County website at [www.monroecounty.gov/planning-community.php](http://www.monroecounty.gov/planning-community.php)

## Glossary of Terms/Resources

Acronym or Term	Stands for:
AMI	Area Median Income
CoC	Rochester/Monroe County Homeless Continuum of Care
Consultant	Organization or individual, providing service(s) through an agreement/contract
Common Assessment	An evaluation strategy utilizing a common set of processes across a community system to facilitate coordinated access to services (see below)
Common Assessment Form	Required by the HEARTH Act, this is a locally developed form for use Tool or by all direct service providers for client intake
Coordinated Access	A common set of processes across a system to access a defined set of resources consisting of four major processes: access, assessment, assignment/referral to services and accountability/oversight. Includes common assessment and decision-making procedures that are standardized within a community. Intake can be conducted at one or more locations, including virtual connections (e.g., telephone, online)
Critical Time Intervention	An approach to case management practice focusing on time-limited intervention to stabilize people in housing
DHS	Monroe County Department of Human Services <a href="http://www2.monroecounty.gov/hs-index.php">http://www2.monroecounty.gov/hs-index.php</a>
ESG or ESG Program	Emergency Solutions Grants Program funded by HUD
HEARTH Act	Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act
HMIS	Homeless Management Information System: HUD's common data base for each client. The summary of client data is also reported in UD's database of total performance.
Housing First	A new approach to homelessness whereby people are housed first and secondarily supplied with supportive services to help them maintain housing
Housing Innovations, Inc.	New York City-based City of Rochester consultant, author of <i>Homelessness Resolution Strategy for Rochester and Monroe County</i>
HSN	Rochester Monroe County Homeless Services Network <a href="http://www.rochesterhomeless.com">http://www.rochesterhomeless.com</a>
HUD	United States Department of Housing and Urban Development <a href="http://search.usa.gov/search?affiliate=housingandurbandevelopment&amp;query=homeless">http://search.usa.gov/search?affiliate=housingandurbandevelopment&amp;query=homeless</a>
Progressive Engagement	A new approach to homelessness whereby people are provided with the minimum amount of assistance required to move them to permanent housing and then given additional assistance if the initial support is inadequate.
Schinn-Grier Assessment Tool	Social scientists Beth Shinn and Andrew Greer of Vanderbilt University completed research in 2012 that has validated a quick screening tool, or interviewing script, to prioritize households for prevention services that are most likely to be homeless.

## Proposal Application / Cover Page - Respondent Organization

<p align="center"><b>Response to Request for Proposal - City of Rochester and Monroe County</b></p> <p align="center"><b>FY 2015-16 ESG Program PROPOSAL</b></p>
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Respondent Organization Name: \_\_\_\_\_

Description of Organization: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office Hours/Days and Hours of Operation: \_\_\_\_\_

Website URL: \_\_\_\_\_

\*Street Address: \_\_\_\_\_

City, State &amp; Zip: \_\_\_\_\_

\*If different from Street Address: Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Director/Chief Executive: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

(Name &amp; Title)

Signs agreement: \_\_\_\_\_

(Name &amp; Title, If different from above)

Tax ID #: \_\_\_\_\_

\* Note: DUNS and CAGE numbers are required for contracts involving federal funds which total over \$25,000

\*DUNS #: \_\_\_\_\_

\*CAGE #: \_\_\_\_\_

Contact Person for this Proposal: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Telephone No.: \_\_\_\_\_ Contact E-Address: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

A check below indicates the following required and current documentation is attached and identified via letter or number as exhibits:

1. \_\_\_\_\_ Certificate of Liability Insurance (Exhibit \_\_\_\_\_)
2. \_\_\_\_\_ Certificates of NYS Workers' Compensation & Employee Disability Coverage (or Affidavit of No Employees) (Exhibit \_\_\_\_\_)
3. \_\_\_\_\_ Living Wage Certification for proposals over \$50,000 (Exhibit \_\_\_\_\_)
4. \_\_\_\_\_ List of Board of Directors with identification of any compensated members (Exhibit \_\_\_\_\_)
5. \_\_\_\_\_ Statement of Homeless or Formerly Homeless Participation (Exhibit \_\_\_\_\_)

## **ASSURANCES**

\_\_\_\_\_ Initial     On behalf of the \_\_\_\_\_ organization, it is agreed by this application, that this agency and co-applicants will comply with Federal and City/County requirements for provision of ESG services.

\_\_\_\_\_ Initial     Participation in HMIS (Homeless Management Information System) – Unless prohibited by regulations exempting applicant's service population, the applicant will participate in HMIS, the HUD-required data system.

\_\_\_\_\_ Initial     Community Cooperation and Collaboration - This organization will participate in interagency cooperative planning and service delivery to support participants' entry for services, including a) adoption and implementation of a common assessment tool and b) adoption of coordinated access for participants/clients post pilot phase.

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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### **Qualifications Brief**

Briefly state the applicant agency's qualification for the following project(s) and capacity to perform the services proposed. Include descriptions of collaborative relationships with local organizations. For collaborative applications, include complete organization documentation for each organization on the team, not only for the lead organization. Attach extra pages if necessary.

## Proposal Application / Third Page – Service Specific

**Project Service # \_\_\_\_: Narrative for (Service Name):\_\_\_\_\_**

*Briefly describe the proposed service and evaluation strategy. Include statement of intended impact of ESG services on homeless individuals and families and those at risk of homelessness (Reminder: If proposing more than one program/service OR project site, the application must contain a narrative, evaluation strategy and Budget with Budget Narrative for each. Add pages as necessary, changing the Project Service Number and naming the specific service being proposed.)*

In accordance with §576.102, the following service will be provided in FY 2015-16:

*Use this space to provide in narrative form:*

- *Proposed service description*
- *Statement of intended impact of service on homeless individuals and families and/or at risk of homelessness*
- *Proposed service evaluation strategy*

### **Service Profile**

Profile of eligible population(s) and projected number(s) of people to benefit from this proposed ESG service.

*Please fill out the chart below indicating your proposed service population and the number of each to be served by this proposed ESG service:*

Specifically with the requested ESG funds in the amount of \$\_\_\_\_\_,  
 (organization name) \_\_\_\_\_ proposes to provide  
 (service name) \_\_\_\_\_ to:

*(check all the populations that apply and indicate number (#) of each population to be served):*

approximately # \_\_\_\_\_ Individual men  
 approximately # \_\_\_\_\_ Individual women  
 approximately # \_\_\_\_\_ Single parents with children  
 approximately # \_\_\_\_\_ Families  
 approximately # \_\_\_\_\_ Individual youth or young adults



Proposal Application / Fourth Page – Service Specific

**Proposed Service Staffing Plan**

A brief overview of the project staff /employees plus detail on the number of caseworkers, administrative support staff and any other staff positions identified as necessary to carry out the project. Please include a statement of capacity to provide direct client services in languages other than English.

**Proposed Service Budget & Budget Narrative**

Please provide an itemized budget, including the required one-to-one (1:1) cash and/or approved in-kind services match on the appropriate form for the proposed service as provided on the form provided as Attachment F. Use the space below to provide a succinct budget narrative including applicant agency staff hours, salaries and billing rates, equipment and supply purchases. Include same for other and/or ancillary subcontracted services.

Amount of funds requested for this service: \$ \_\_\_\_\_

*Budget Narrative:*

## ESG Proposal Checklist

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

<b>Preparer's Initials</b>	<b>I CERTIFY THE FOLLOWING ACTIONS HAVE BEEN TAKEN IN PREPARATION OF THIS SUBMISSION:</b>
	The entire contents of this proposal package have been reviewed.
	All information requested on the required forms has been supplied in the required format.
	All pages have been numbered sequentially.
	The required Proposal Cover Page is signed and dated and provided as the first page of the proposal, followed by a discrete service application form (as provided in Attachment B) and budget form (as provided in Attachment D) filled out for each service being proposed.
	(Optional) Letters of Support are included.
	Required List of Members of the Board(s) of Directors is included.
	DUNS number is provided. CAGE number is provided if proposed budget is over \$25,000
	For proposals over \$50,000, a signed Living Wage Certification is submitted.
	Required, current Insurance Certificates, Workers Comp, and Employee Disability Coverage (or Affidavit of No Employees) are provided
	Required Statement of Homeless/Formerly Homeless Participation is provided.
	Any additional information to the proposal has been marked as "Exhibit".
	<p style="text-align: center;"><b><u>HARD COPY SUBMISSION ONLY</u></b></p> <p>One (1) copy-ready original and four (4) copies will be delivered to:</p> <p style="text-align: center;">Department of Neighborhood and Business Development (DNBD) Attn: Receptionist, Room 005 - A City of Rochester 30 Church Street Rochester NY 14614</p> <p>Upon submission, ask the Receptionist for a written receipt, indicating the date and time of delivery. <b>Please note:</b> If mailing the submission via U.S. Post Office, the document must be in at the DNBD receptionist desk in City Hall no later than 5:00 p.m. on Thursday, April 2, 2015, <u>regardless of postmark</u>. Delivery of a proposal any date/time after April 2, 2015 at 5:00 p.m. may not be accepted.</p>

**City of Rochester**  
**Housing Policy**  
Adopted March 18, 2008

The City of Rochester will engage stakeholders and foster public/private partnerships to improve neighborhoods, create healthy real estate markets, stabilize and enhance the tax base, and provide a broad array of housing options to address the needs of diverse households. To accomplish the goals of this Housing Policy, the City shall:

1. Promote rehabilitation, redevelopment and new construction of housing through:
  - A. Maintenance, rehabilitation and/or historic preservation to enhance the well-built and diverse housing stock, which offers a variety of different products than are available throughout much of the region.
  - B. Redevelopment of residential, non-residential and mixed use structures to address market demand for currently underrepresented housing types in the existing housing inventory and/or provide for the preservation of historic structures.
  - C. Assembly of appropriate vacant land through management of the inventory of foreclosed properties, demolition of obsolete portions of the existing housing stock to reduce vacancy, and the strategic acquisition of land to create development opportunities and open space assets that enhance existing residential areas.
  - D. Development of new housing and/or the development of new housing types that address market demand. Efforts will include an emphasis on capitalizing on such unique assets as the Genesee River, Lake Ontario, and the Erie Canal; significant historical, architectural and landscape features; and economic, educational and cultural institutions.
  - E. Enhancement of existing and creation of new public and private financial products that support rehabilitation, redevelopment and new construction
  - F. Encouragement of environmentally sensitive rehabilitation, redevelopment, demolition and new construction methods.
  - G. Encouragement of housing development that supports neighborhood commercial corridors.

2. Promote home ownership through:
  - A. Helping homeowners retain their homes through the use of a variety of programs that prevent foreclosure and predatory lending.
  - B. Cultivating new homeowners through marketing, pre-and post-purchase counseling and training programs, encouraging the development of quality financial products, and developing housing types that create an inventory of housing options to address market demand.
3. Support efforts to strengthen the rental market through:
  - A. Support for owners of rental property to be successful business owners while being accountable for providing quality local management and maintaining housing quality standards.
  - B. Support for the coordination of tenant services that reduce unwanted transiency, encourage accountability, and result in longer-term tenancies.
4. Promote housing choice through:
  - A. Support for fair housing programs that offer housing opportunities to members of protected classes, low- and moderate-income households, people with disabilities, and a full range of age groups.
  - B. Working toward the de-concentration of poverty in City neighborhoods through efforts that attract more middle- and upper-income households and expand housing choices for lower-income households.
  - C. Ongoing efforts with other jurisdictions to ensure that fair shares 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.

**FY 2015-16  
Request for Proposals Emergency Solutions Grants Program**

**Reporting Requirements: Detail**

**Client Data - HMIS Homeless Management Information System**

Unless prohibited by regulations for services to Special Needs Participants (ex: victims of domestic violence), the Subrecipient will continue (or implement) Participant data entry in HMIS. HMIS is the common data base provided and required by HUD and administered by Rochester Housing Authority (RHA/HMIS). Reimbursement for services under ESG will be dependent upon completing/updating HMIS for each Participant, for each service. The Subrecipient will be responsible for completion and accuracy. This is critical to the City and County commitment to quality of service and collaboration with the CoC.

**Coordinated Access and Assessment**

Participant data coordination and sharing: The Subrecipient will enter into a Memorandum of Understanding with the RHA/HMIS as the basic requirement for Coordinated Access. Upon consultation with RHA/HMIS the Subrecipient will implement Participant release documentation (unless prohibited by regulations for services to Special Needs Participants ex: victims of domestic violence) for the purpose of establishing coordinated entry and easing Participants' interviews when more than one provider is enlisted for case work.

- A. **Licenses** - Unless otherwise advised by the CoC and RHA/HMIS, the Subrecipient that does not already have license(s) through other Federal funding (ex: Shelter + Care) will be responsible for purchasing licenses for each user.
- B. **Technical Assistance** will be provided by the RHA/HMIS in cooperation with the CoC. HMIS training and response to requests for Technical Assistance are continually available from the RHA/HMIS Technical Assistance staff. The Subrecipient is responsible for:
  1. Identifying qualified data entry staff to the Technical Assistance provider. The Subrecipient will identify an HMIS Administrator, who shall be responsible for quality and accuracy checks, and policy and practices planning. The Subrecipient may assign HMIS data entry responsibility either to direct service staff or to staff who are specifically responsible for all HMIS data entry. The Subrecipient's designation of HMIS responsibilities will depend upon factors including availability of licenses, staff assignments and capacity.
  2. Participating in and identifying need for Technical Assistance:
    - at time of staff change
    - at time of need to reassign or add license(s)
    - when difficulties with entry are encountered
    - when notified of system changes and
    - when instructed by the City.

3. Entering Participant data on a timely basis, no less than once a month.
4. Informing the ESG administrators in the event that there are problems with the HMIS system in spite of work with the Technical Assistance provider or when Technical Assistance is not provided.

### **C. HMIS Entry And Accuracy**

Report Card - The Subrecipient will attain an HMIS “Report Card” grade of B or better – indicating completion of all HUD Required data fields. In the event that a “Report Card” grade of less than B occurs, and is below grade B for two (2) months, and the Subrecipient has not been active in resolving problems in completing HMIS, the City reserves the right to withhold payment. The City may withhold payment until grade B is reestablished. The Subrecipient is responsible for scheduling Technical Assistance and training to reestablish a “Report Card” grade B.

No less than once a month the Subrecipient will review HMIS data for accuracy. It is not sufficient to rely upon the RHA/HMIS Report Card report as sole indicator of accuracy.

#### **Periodic Reports**

On form(s) supplied, the Subrecipient will submit a periodic report. This will be submitted no less than upon submission of invoices.

#### **Consolidated Annual Performance Report (CAPER)**

The recipient agrees to submit all data that are necessary for monitoring program accountability and progress in accordance with HUD requirements and for completing the ESG portion of the annual CAPER. This shall be provided in a format and at the time instructed by the Authorized Agent or their designee.

#### **Outcomes Review**

The ESG administrators and the CoC may conduct periodic review of outcomes, or request reports on outcomes.

# ESG Budget Forms

- Attachment F.1.: Coordinated Access
- Attachment F.2.: Emergency Shelter and Shelter Diversion
- Attachment F.3.: Homelessness Prevention
- Attachment F.4.: Rapid Re-Housing
- Attachment F.5.: Shelter Facility Renovation/Repair

**Attachment  
F.1**

**Project Title: FY 2015-16** \_\_\_\_\_

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## Attachment F.2

Project Title: FY 2015-16 \_\_\_\_\_

ES

# FY 2015-16 Emergency Solutions Grant Program

Attachment  
F.3

Agency Name: \_\_\_\_\_

Project Title: FY 2015-16 \_\_\_\_\_

Component: <b>Homelessness Prevention</b>		Reference - Subpart B Section 576.103		
Expense				
City Use Only MUNIS Code				
	<b>Relocation/Stabilization - Services</b> payroll including: Housing Search & Placement, Housing Stability Case Management	Estimated Hours	Rate per Hour	Total
		Rate		
	Fringe			
	<b>TRANSPORTATION - Mileage @ \$.565/mi max</b>			
	<b>Relocation Stabilization Support Expenses</b>			
	Telephone			
	Supplies			
	Postage			
	Printing			
	<b>Relocation/Stabilization - Financial Assistance -</b> including security deposits, moving costs, utility deposits, utility payments			
	<b>Subtotal: Relocation &amp; Stabilization Services AND Financial Assistance</b>			
	<b>Rental Assistance:</b> Short term (up to 3 mos.), Med./Long term (4 to 24 mos.), Rental arrears			
	Indirect Cost			
	<b>Total Homeless Prevention</b>			
<b>1:1 Match</b>				
Funding Source:				

HP

**Attachment  
F.4**

Project Title: FY 2015-16 \_\_\_\_\_

RR

**Attachment  
F.5**

Project Title: FY 2015-16 \_\_\_\_\_

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Sample: City of Rochester Agreement Template  
**AGREEMENT FOR**

**EMERGENCY SOLUTIONS GRANT PROGRAM SERVICES  
UNDER THE**

**Homeless Emergency Assistance and Rapid Transition to Rapid Rehousing Act of 2009  
CFDA 14.231**

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Appendix C Homelessness: Definition and Record Keeping

**THIS AGREEMENT**, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the “City”, and \_\_\_\_\_, with offices located at \_\_\_\_\_, Rochester, New York 146 \_\_\_, hereinafter referred to as the Subrecipient.

**WITNESSETH:**

**WHEREAS**, the City, has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the City’s Emergency Solutions Grant Program (ESG), which includes the project/ activity described herein, under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) (hereinafter Program or ESG); and

**WHEREAS**, This Agreement is authorized by City Council Ordinance # \_\_\_\_\_

**WHEREAS**, the City, has decided to contract with the Subrecipient to perform certain functions as outlined below, and

**WHEREAS**, the Subrecipient covenants that he has the personnel, skills and expertise required and wishes to undertake the activities and services described below, hereinafter referred to as the “Project,”

**NOW THEREFORE**, the City and the Subrecipient do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

**ART. I. PART 1. DESCRIPTION OF EMERGENCY SOLUTIONS GRANT PROGRAM (hereinafter Program or ESG)**

The Program provides funds for the payment of certain operating expenses and essential services in connection with Program Components Outreach, and or Emergency Shelter including essential services, and, or shelter for homeless individuals and their families (hereinafter Participant(s)).

**ART. I, PART 2. DESCRIPTION OF SUBRECIPIENT'S SERVICES**

**Art. I. Part 2. Program Services**

The Subrecipient shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Article I, Part 5 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, the provision of Program activities and services described below.

**Section 1.201 General**

24 *CFR Parts 91 and 576 The Federal Register/Vol. 76, No. 233*, attached hereto, provides the Rules and Regulations by which the City and the Subrecipient will provide program services. The Program is administered in accordance with Part 576 Subparts A – F. In addition HUD’s two page reference, “Homeless Definition – Criteria for Defining Homeless and Recordkeeping Requirements,” is attached.

The City shall amend its policies, procedures and Agreements to reflect any applicable changes in HUD policies and procedures. Accordingly, during the period of any Agreement with the City, The Subrecipient shall comply with all applicable changes to HUD policies and procedures per the City’s instruction.

**Participant Eligibility**

Every Participant served by ESG funds must qualify for assistance according to HUD standards. The Subrecipient is responsible to determine this eligibility status. Services will be provided to very low-income (no more than 30% Area Median Income – AMI) homeless, or at risk of homelessness individuals and their families. Participants will meet qualifications as homeless as defined in §576.2 Definitions.

The Subrecipient shall comply with *Program Section §576.102 (b) Prohibition against involuntary family separation*, “the age, of a child under age 18 must not be used as a basis for denying any family’s admission to an

emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under 18.”

### **Documentation**

Documentation for Participants may come from either the Participants or third party information sources and is typically obtained at intake. Copies of documentation must be kept in each Participant’s file and made available (with adherence to Confidentiality measures) to the City or HUD for monitoring or risk analysis purposes.

### **Confidentiality**

The Subrecipient will have policies and procedures for assuring Participant confidentiality which may include measures such as: Participant “identification” numbers and use of affidavits for monitors. The Subrecipient must ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance. Standards under this part are set forth in 42 U.S.C. 11375(c) (5) of the McKinney-Vento Homeless Assistance Act as amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

### **Termination of Services**

In keeping with §576.402 *Terminating Assistance* the Subrecipient shall have in place policies and procedures regarding termination of assistance, provided under this Agreement, to a Participant in violation of Program requirements. These shall be conveyed to participants as they enter the program. Participants notified of termination shall be able to appeal and request a hearing.

### **Homeless Participation**

The Subrecipient will provide for the participation of homeless or formerly homeless individuals on its policymaking entity in accordance with §576.405 Subpart E. This may include involvement on the Board of Directors or similar entity that considers and sets policy, or makes decisions, or provides advisory support to staff and Participants.

### **Section 1.202 Subrecipient Services - Emergency Shelter Component**

Component services include:

---

### **Art. I. Part 203. Community Cooperation and Collaboration**

It is the intent of the City that, in complying with Subpart E Program Requirement §576.400, interagency cooperative planning and service delivery shall continue in the Rochester/Monroe County area.

- Subrecipient will participate to the extent possible in service networks including, as appropriate, the Rochester/Monroe County Continuum of Care (CoC), the Homeless Services Network, and other networks working for service coordination and quality. Examples of planning efforts underway include: a) consideration of a common Participant needs assessment tool for use by agencies throughout the service community; b) consideration a model for single point of entry (SPOE) for Participant intake; c) community priorities for funding to include assistance for homelessness prevention, rapid re-housing; and d) elimination of hotel placement as an option for temporary shelter option. It is important to note that it is the Subrecipient’s responsibility to participate in the efforts above so that issues of particular importance to its operation and participants are part of the planning outcomes.

- If/when during the Agreement term, the City instructs adoption of practices or forms developed through the efforts described above, the Subrecipient will, to the extent as allowed for the Subrecipient's service population, implement common practices and forms (ex: common assessment form).

## **Art. 1. Part 204 Required Reports**

### **1. Quarterly Submission - Participants Served**

New Participants served – The City requires that within 1 week after the end of each quarter (July 1 – Sept. 30, Oct. 1 – Dec. 31, Jan. 1 – Mar. 31, April 1 – June 30) the Subrecipient will provide a tally of the total number of new Participants (provided for number of households and number of people) served during the quarter. This requirement is not dependent upon submission of, or content of the invoice with documentation and Program Report.

	<b>Jul 1 – Sept 30</b>	<b>Oct 1 – Dec 31</b>	<b>Jan 1 – Mar 31</b>	<b>Apr 1 – Jun 30</b>	<b>Total</b>
<b>New Participants</b>					

**2. Client Data - HMIS Homeless Management Information System - Unless** prohibited by regulations for services to Special Needs Participants (ex: victims of domestic violence), the Subrecipient will continue Participant data entry in HMIS. HMIS is the common data base provided and required by HUD. Payment for services under this agreement will be dependent upon completing/updating HMIS for each Participant, for each service. Completion and accuracy by all City-funded ESG Subrecipients is critical to the City's commitment to quality of service and collaboration with the CoC.

A. Licenses and Technical Assistance will be provided by the Rochester Housing Authority in cooperation with the Rochester/ Monroe County Continuum of Care (CoC). Guidance and training are continually available from the Technical Assistance provider. The Subrecipient is responsible for:

- Identifying qualified data entry staff to the Technical Assistance provider. The Subrecipient may assign HMIS data entry responsibility to direct service staff or to staff who are specifically responsible for all HMIS data entry. The Subrecipient's designation of HMIS responsibilities will depend upon factors including availability of licenses and staff assignments and capacity.
- Participating in and identifying need for Technical Assistance:
  - at time of staff change
  - at time of need to reassign or add license(s)
  - when difficulties with entry are encountered
  - when notified of system changes and
  - when instructed by the City.
- Entering Participant data on a timely basis, no less than once a month.
- Informing the City in the event that there are problems with the HMIS system in spite of work with the Technical Assistance provider or when Technical Assistance is not provided.

B. The Subrecipient will attain an HMIS "Report Card" grade of B or better – indicating completion of all HUD-required data fields. In the event that a "Report Card" of less than B occurs, the "Report Card" grade is below B for two (2) months, and the Subrecipient has not been active in resolving problems in completing HMIS, the City reserves the right to withhold payment. The City may withhold payment until B is reestablished. The Subrecipient is responsible for scheduling Technical Assistance and training to reestablish a "Report Card" grade of B.



**3. Periodic Reports** - On a format supplied by the City, the Subrecipient will submit a periodic report to the City. This will be submitted no less than upon submission of invoices.

**4. CAPER - Consolidated Annual Performance Report** The Subrecipient agrees to submit all data that are necessary to complete the City's annual CAPER for monitoring program accountability and progress in accordance with HUD requirements. This shall be provided in a format and at a time that is instructed by the City's Authorized Agent or his/her designee.

**5. Outcomes Review** - The City and the CoC may conduct periodic review of outcomes or request reports on outcomes.

**ART. I, PART 3. CITY RESPONSIBILITIES**

The City need provide no information, labor or materials in support of the performance of this Agreement.

**ART. I, PART 4. FEE**

The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

**ART. I, PART 5. TERM**

The services required of the Subrecipient pursuant to this Agreement shall commence on July 1, 20\_\_ and shall end on June 30, 20\_\_.

**ART. I, PART 6. AUTHORIZED AGENT**

A. The City hereby designates:

Carol Wheeler, Manager of the Division of Housing and Project Development  
Department of Neighborhood and Business Development  
30 Church Street, Room 005A  
Rochester, New York 14614

B. The Subrecipient hereby designates:

or their authorized representative in case of absence, as Authorized Agents of the City and of the Subrecipient respectively for the receipt of all notices, demands, vouchers, orders, permissions, directions, and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein. The City's agent is authorized to request in writing such additional services within the maximum authorized compensation as the Agent deems necessary.

**ART. I, PART 7. McKINNEY ACT ANTI-DRUG PROVISION**

In accordance with the McKinney Act regulations, the Subrecipient hereby gives its assurance that it will administer, in good faith, a policy designed to ensure that the homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries. This provision is not to be used to deny McKinney homeless assistance to any Subrecipient or project sponsor acting in good faith, nor does it allow shelter operators to deny assistance to individuals suspected of drug or alcohol abuse. Rather, the intent of the provision is to ensure that actions are undertaken in good faith to provide a safe environment within homeless shelters.

**ART. I, PART 8. STATUTORY USE REQUIREMENT**

The Subrecipient hereby agrees to maintain as a homeless shelter any building for which ESG assistance was used for rehabilitation or conversion for a specified period of time. As provided under federal law at 42USC 11375 (c) (1), the time period is ten (10) years for major rehabilitation or conversion, and three (3) years for other rehabilitation. In the case of the provision of essential services or operational expenses, the Subrecipient must

carry out the assisted activities for the period during which ESG assistance is provided, however the services may be provided at another location, as long as the same general population is served.

## **ART. I, PART 9. FAITH-BASED ACTIVITIES**

Organizations that are directly funded under the Emergency Solutions Grant program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this agreement. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this agreement, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

A religious organization that participates in the Emergency Solutions Grant program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solution Grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Shelter Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

An organization that participates in the Emergency Solutions Grant program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

If the City voluntarily contributes its own funds to supplement federally funded activities, the City government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

## **ART. II, Part 1. QUALIFICATIONS, INDEMNITY AND INSURANCE**

### **Section 2.101 Subrecipient's Qualifications for Duties, Compliance and Permits**

A. The Subrecipient hereby agrees that all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement will be retained during the term of this contract.

B. The Subrecipient further agrees that all sub-contractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

### **Section 2.102 Subrecipient's Liability**

The Subrecipient hereby agrees to defend, 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 Subrecipient, its agents, employees or Subrecipients. If a claim or action is made or brought against the City and for which the Subrecipient may be responsible hereunder in whole or in part, then he shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which he is responsible as a result of this section.

### **Section 2.103 General Liability Insurance**

The Subrecipient shall obtain at his own expense general liability insurance in the amount of at least One Million Dollars for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least ten (10)

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 Insurance Benefits

This Agreement shall be void and of no effect unless the Subrecipient shall require all the Subrecipient's Sub-Contractors to keep insured, during the life of this Agreement, all employees of said Subrecipient as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. In the event the Subrecipient hires its own employees to do any work called for by this Agreement, then the Subrecipient agrees to so insure its own employees. The Subrecipient shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage has been secured. In the alternative, Subrecipient shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

#### Section 2.105 Copyright or Patent Infringement

The Subrecipient shall defend actions or claims charging infringement of any copyright or patent by reason of the use of 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 Subrecipient 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 a.117.1 - R1980 "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 Subrecipient, 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 Subrecipient shall not be required to prepare an EIS, unless specifically required by Article I of this Agreement.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (24 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**Lead-Based Paint:** The ESG program deals primarily with the operation of short-term emergency shelters that can be defined as "zero-bedroom dwellings" according to the Lead-Based Paint Hazard regulations at 24 CFR Part 35. Most emergency shelters are exempt from the regulations, such as studio apartments, dormitories, SRO units, barracks and group homes. Any emergency shelters built prior to 1978 need only comply with the following simplified lead requirements:

1. Provide the Lead Hazard Information Pamphlet available through HUD;
2. Do a visual assessment of painted surfaces to identify deterioration;
3. Complete paint stabilization by repainting deteriorating surfaces;
4. Incorporate ongoing LBP maintenance.

Housing that is not exempted by the definitions above, or housing where children under the age of 6 reside frequently, is subject to all lead-based paint regulations.

Homeless Prevention services are subject to lead regulations because the units assisted with these funds are not temporary residences and do not fall under the shelter exemption. Assistance for first month's rent cannot be provided for housing units that are not known to be free of lead-based paint contamination.

## **ART. II, PART 3. EMPLOYMENT PRACTICES**

### **Section 2.301 Equal Employment Opportunity**

#### **A. General Policy**

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all Subrecipients, 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. Subrecipients, 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 Subrecipient shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Subrecipient 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 Subrecipient agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Subrecipient, and its Subrecipients, 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 Subrecipient 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 Subrecipient 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 Subrecipient, reflecting this non-discrimination policy.

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

3. The Subrecipient 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 Subrecipient, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

#### Section 2.302 Living Wage Requirement

##### A. Applicability of Living Wage Requirements

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

##### B. Compliance

The Subrecipient shall pay no less than a Living Wage to any part-time or full-time Covered Employee as the 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 available in the office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Subrecipient shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and endorsement provisions set forth therein.

##### C. Exemption

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

#### Section 2.303 Compliance with MacBride Principles

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

#### Section 2.304 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 and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This act requires that to the greatest extent feasible, opportunities for training and employment be given to 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 parties to this agreement will comply with the provisions of said Act and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, 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.

C. The Subrecipient 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 worker's representative of his commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Subrecipient 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 Subrecipient is in violation of the regulations issued by the Secretary of Housing and Urban Development. The Subrecipient will not subcontract with any Subrecipient where the Subrecipient has notice or knowledge that the latter has been found in violation of HUD regulations and will not let any subcontracts unless the Subrecipient has first provided a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of the Act, the regulations thereunder, and all applicable rules and orders of the Department 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 Subrecipient, its successors and assigns. Failure to fulfill these requirements shall subject the Subrecipient, its Subrecipients, successors, and assigns 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.

F. The Subrecipient 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 Subrecipients 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.

## **ART. II, Part 4. OPERATIONS**

### **Section 2.401 Compliance with Air and Water Acts**

The Subrecipient and any and all Sub-Contractors agree as follows:

A. The Subrecipient, and its Sub-Contractors 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 Subrecipient promises to comply with all the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) 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 Subrecipient warrants to the City that it has not been convicted under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

### **Section 2.402 Debarment and Suspension**

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

#### Section 2.403 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 2.404 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 2.405 Withholding of Salaries

If, in the performance of this Agreement, there is notice to the City of any underpayment of salaries by the Subrecipient or by any Sub-Contractor thereunder, the City shall withhold from the Subrecipient 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 Subrecipient or Sub-Contractor 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 Subrecipient

The Subrecipient, in accordance with his status as an independent Subrecipient, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his 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 Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

### **ART. II, PART 5. DOCUMENTS**

#### Section 2.501 Recordkeeping *(Also see Section 2.712 regarding bookkeeping.)*

The Subrecipient agrees to maintain sufficient on-site records and information necessary to document any and all facets of program operation specified by this Agreement. The Subrecipient agrees to maintain, for a period of five (5) consecutive years following final payment under this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement, as required in 24 CFR 576.500(y). However, this period shall be extended for any and all records and information pertaining to unresolved questions, which have been brought to the Subrecipient's attention by written notice by the City.

The Subrecipient will ensure confidentiality of individual client records pertaining to the provision of family violence prevention or treatment services.

#### Section 2.502 Audit

A. The Subrecipient agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City or HUD, and further agrees to provide necessary staff support to the performance of such audit.

B. Any audit of activities under this agreement will comply with HUD regulations (24 CFR 570.502), which provide that one of the following audit methods will apply:

1. All governmental units, not-for-profit organizations and educational institutions that expend \$500,000 or more in a year in Federal funds from any and all sources will conduct a single (unified) audit in compliance with Federal OMB Circular No. A-133. The single audit report, including the Schedule of Expenditures of Federal Awards, referencing ESG, CFDA #14.231, will be submitted to the City by the Subrecipient.
2. Commercial organizations will conduct either:
  - a. A program-specific annual, independent fiscal and compliance audit conducted and prepared in accordance with generally-accepted government auditing standards;
  - or
  - b. An organization-wide audit that includes coverage of the HUD program within its scope.

A copy of the audit report will be submitted to the City by the Subrecipient.

C. If it is determined by any audit that an incurred expenditure was not allowable under the terms and conditions of this Agreement or the rules and regulations governing the operation of HUD activities, the Subrecipient agrees to refund the full amount of the expenditure to the City within 30 days of written notice.

#### Section 2.503 Content of Sub-Agreements

The Subrecipient agrees that all sub-agreements authorized by this agreement shall be in written form. The Subrecipient shall require all Sub-Contractors to comply with the sections in this agreement entitled: "Equal Employment Opportunity; Affirmative Action and Employment of Local Labor; Certifications Regarding Conflicts of Interest; Anti-Kickback Rules; and Interest of City and Subrecipient 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 Subrecipient 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 Subrecipient to those items of work which have not complied with this section.

#### Section 2.504 Certifications Regarding Conflicts of Interest

The Subrecipient agrees that it will submit a written statement certifying to the City that all Sub-Contractors performing work under this agreement have no conflict of interest with the City. In the event that the Subrecipient fails to submit such written statement, then the City has the right to withhold any or all payments to the Subrecipient relating to those items of work which have not complied with the terms of this section.

In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

- A. 1. Who is an employee, agent, Subrecipient, officer, or elected or appointed official of the City, or non-profit Subrecipient (or of any designated public agency) that receives Emergency Solutions Grant amounts,
- and 2. who exercises or has exercised any functions or responsibilities with respect to assisted activities,

or

- B. Who is 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 in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for him- or herself or for those with whom he/she has family or business ties, during his/her tenure or for one year thereafter. HUD may grant an exception to this exclusion as provided in Paragraph 570.611(d) and (e) of the Federal Regulations.



## Section 2.505 A-133 Single Audit Requirement

Pursuant to OMB Circular A-133 the Subrecipient and Subgrantees shall provide the City with the following:

1. A Dunn and Bradstreet Number;
2. An A-133 Audit Report from a Single Audit conducted by an independent accounting agency. The Audit Report shall be submitted to both the City of Rochester and the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit. The Audit Report shall contain a Financial Statement, schedule of expenditures of federal awards, related auditor reports, and the signature of the preparer ("Reporting Package"). Financial Statements contained in the Reporting Package should contain the following:
  - a. A report on financial statements and on the supplementary schedule of expenditures of Federal awards;
  - b. Opinion on the financial statements and on the supplementary schedule of expenditures of Federal awards;
  - c. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with General Accounting Standards;
  - d. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Circular A-133;
  - e. Schedule of findings and questioned costs, if applicable;
  - f. Summary schedule of prior audit findings;
  - g. Corrective action plan for current findings;
  - h. A data collection form.
  - i.
3. Completion Letter: Upon completion of the Audit Report, a Completion letter stating either of the following:
  - a. Subrecipient and Subgrantee are subject to the requirements of A-133, the audit has been completed and there were no material conditions of non-compliance with federal regulations; or,
  - b. Subrecipient and Subgrantee are subject to the requirements of A-133, the audit has been completed, exceptions were noted and a copy of the audit report is provided.

## **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 Subrecipient.

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 Subrecipient, 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 Subrecipient shall promptly submit to the City his 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 Subrecipient 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 Subrecipient 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 Subrecipient shall default in performance of this agreement, in accordance with its terms (including in the term “default” any failure by the Subrecipient 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 Subrecipient 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 Subrecipient.

E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Subrecipient 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 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 Prohibition Against Assignment

A. The Subrecipient agrees that he is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the City.

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

#### Section 2.702 Compliance With All Laws

The Subrecipient agrees that, during the performance of the work required pursuant to this agreement, the Subrecipient and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations 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.

Use of Emergency Solutions Grant amounts must also comply with the requirement that the Subrecipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the Subrecipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the Subrecipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Subrecipients must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

The Subrecipient shall make every effort to employ residents of area, and to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under this agreement. The Subrecipient shall keep a record of the positions that have been created directly as a result of this agreement.

All parties agree to be bound by applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this agreement. This agreement is subject to and incorporates the terms of the Act; 24 CFR, Part 576; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; and OMB Circular A-133 Compliance Supplement. OMB Circulars referenced in this section are available at the Department of Neighborhood and Business Development, City Hall, 30 Church Street, Rochester, New York 14614.

The Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 576.57 except that: the Subrecipient does not assume the city environmental responsibilities described at 24 CFR Part 576.57(e) and the city's responsibility for initiating the review process under Executive Order 12372.

The Subrecipient agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this agreement. This agreement is subject to and incorporates the terms of the Stewart B. McKinney Homeless Assistance Act of 1987 as amended and 24 CFR Part 84 and CFR Part 85.

The Subrecipient shall comply with the current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided under this agreement. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this agreement.

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this agreement.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

The Subrecipient shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that federally assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities. HUD guidelines on LEP were published in the Federal Register on January 22, 2007, and were effective February 21, 2007. These guidelines should be applied to federally-subsidized housing programs and other services which may be contracted out to other Subrecipients.

Subrecipients must comply with the lobbying and disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (the Byrd Amendment), and the implementing regulations at 24 CFR 87

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Section 2.703 Successors

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

#### Section 2.704 Interest of City and Subrecipient in Contract

The City and the Subrecipient agrees 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 2.705 Permits, Laws and Taxes

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

B. The Subrecipient 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 2.706 Obligations Limited to Funds Available

The parties specifically agree that the Subrecipient'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 Subrecipient, 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 2.707 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 2.708 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 Subrecipient shall not be reimbursed for expenses incurred or work performed prior to the issuance of such order to proceed.

#### Section 2.709 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 2.710 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 2.711 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 2.712 Basic Requirements for Project Level Bookkeeping

The Recipient agrees to abide by City rules and regulations entitled "Basic Requirements for Project Level Bookkeeping", dated June, 1992, a copy of which is available from the City. Such requirements are incorporated into this agreement by reference.

#### Audits & Inspections, Ownership of Documents

All original documents and files prepared by the Subrecipient or Subgrantee under this agreement are the property of the City of Rochester. The Subrecipient or Subgrantee may produce for their records a complete reproducible set of all documents. All Subgrantee records with respect to any matters covered by this Agreement shall be made available to the Subrecipient, the Grantee, the City of Rochester Office of Public Integrity, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, without delay, at any time during normal business hours, as often as deemed necessary, to retrieve, audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit or investigation reports must be fully cleared by the Subgrantee within 30 days after receipt by the Subgrantee. Failure of the Subgrantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or other sanctions as allowed by law and this agreement. The Subgrantee hereby agrees to have an annual agency audit conducted in accordance with current Subrecipient and Grantee policy concerning subrecipient audits and OMB Circular A-133

#### Section 2.713 Publicity Requirements

The Subrecipient shall acknowledge the City as a funder in brochures, publications, publicity releases and/or any other public relations activities.

#### Section 2.714 Reversion of Assets

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

C. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with HUD funds in excess of \$25,000 must be treated as follows:

D.

1. Any building for which Emergency Solutions Grant amounts are used for one or more eligible activities described in 24 CFR 576.21 (a)(10) must be maintained as a shelter for the homeless or not less than a five-year period or, if the grant amounts are used for major rehabilitation or conversion of the building, for not less than a 10 year period.

2. Any building for which Emergency Solutions Grant amounts are used for eligible activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided. A substitute site or shelter may be used during this period, so long as the same general population is served.

#### Section 2.715 Program Income

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

B. When program income is retained by the Subrecipient:

1. Activities undertaken with said program income will comply with the provisions of this Agreement.
2. Transfer of HUD funds by the City to the Subrecipient shall be adjusted according to the principles described in Paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504 (the CDBG Regulations).
3. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City as required under 24 CFR 570.503(b)(8).

#### Section 2.716 Residential Anti Displacement and Relocation Assistance Plan - NOT APPLICABLE

Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement for low/moderate income dwelling units that are demolished or converted to other use. When ESG funds are used in a project including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. ESG Regulations further describe the requirements under 24 CFR Section 576.59 Relocation and Acquisition.

The Subrecipient must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD information as described in Section 24 CFR 570.606 c (iii) A-G.

#### Section 2.717 Counterparts

The Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute but one and the same agreement.

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

**CITY OF ROCHESTER**

By: \_\_\_\_\_  
Lovely A. Warren, Mayor

**SUBRECIPIENT**

By: \_\_\_\_\_  
Title:  
Taxpayer I.D. No.:

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

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

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Notary Public

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(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