

# **AGENDA REVIEW**

## **CITY COUNCIL MEETING March 21, 2023**

### **PARKS AND PUBLIC WORKS COMMITTEE**

#### **Introductory No. 70 - Agreement - Bergmann Associates Blue Cross Arena Ice Plant Replacement**

*Q: Does the Blue Cross Arena produce revenue for the city? If so, how is that money managed? (Martin)*

A: [Provided by OMB] The detailed budget for the Arena can be found on page 7-41 of the City's 2022-23 Budget. Revenue to the City from the Blue Cross Arena is generated in two ways. Some revenues are submitted directly to the City and others are received through the Arena License Agreement with Rochester Arena LLC. The City receives an allocation of Hotel/Motel Tax from the County and revenue from the naming rights. Revenue from the license agreement consists of annual rent, ticket user fees, and utility reimbursement. The Parking Fund also receives an allocation from the license agreement for the management of lot 10 also known as the Court Street Parking Lot.

These funds are deposited into the War Memorial Fund. After accounting for all City expenditures including utilities, insurance, cash capital and debt service, the War Memorial Fund requires an allocation of property tax to balance.

*Q: What is the annual revenue/loss from running the Blue Cross Arena? (Martin)*

A: This would be a large analysis involving PS&E and multiple departments.

*Q: What's the justification for using ARPA funds vs. undistributed funds from the budget? (Martin)*

A: The American Rescue Plan Act recognizes the negative economic impact the pandemic had on the tourism and hospitality industry and the rippling effects on the local economies. The Arena is city owned and maintained, and used by city residents, and the existing, 30-year-old plant is at the end of its service life. Renovation of the ice plant, which creates and maintains the ice sheet, is critical to the viability of the Rochester Americans hockey team and the Arena's contribution to the City's economic vitality and quality of life.

*Q: Knowing the harm this machine will cause to the climate, what is the justification for moving forward with this and not considering environmentally friendly alternatives? (Martin)*

A: The replacement system will not cause harm to the climate. The intent is to utilize an environmentally-friendly refrigerant with non-ozone depleting potential and reduced/zero global warming potential.

Added detail: A significant reason the chiller needs to be replaced is the refrigerant that it utilizes (R-22). The EPA has ruled that it can no longer be manufactured in or imported to the U.S. due to the high potential for adverse impacts to the environment if there is an accidental release. As the chiller continues to age, the potential for catastrophic failure and release of the R-22 refrigerant increases. A catastrophic release of the refrigerant would result in the damaging R-22 refrigerant entering the environment rather than being properly decommissioned. In addition, a failure of the ice plant will result in the loss of ice and result in the inability to utilize the Arena for a large number of events. New refrigerants that will be

considered during the design of this project will be more environmentally friendly options such as ammonia, CO2, and synthetic refrigerants such as R-513, R-448a, or R-449a. Here is a very brief summary of how these options compare with R-22 relative to greenhouse gas impacts:

Refrigerant	Global Warming Potential (lower is better)	Ozone Depletion Potential (lower is better)
R-22	1,810	0.05
Ammonia	0	0
CO2	1	Non-Depleting
R-513	573	0
R-448a	1,273	0
R-449a	1,397	0

*Q: Please provide a list of the major capital investments to BCA made by Pegula's/Amerks since taking ownership. (Gruber)*

A: Below is a list of the larger improvements:

- Main Arena scoreboard replacement
- WiFi network improvements
- New ice rink floor covering
- Basketball court refurbishment and restriping
- Replacement of backlit LED exit headers
- Building access control upgrades
- Furnishing replacements or additions in suites, concession areas and restrooms

*Q: Please provide a list of community uses of the ice rink aside from Amerks games? (Gruber)*

A: The Arena has hosted numerous youth hockey practices, 34 youth hockey games, and Section V gal'leS during the course of this current season. Amerks games have also allowed for the usage of intermissions to feature 22 youth hockey teams to skate on the professional ice.

**Introductory No. 71 - Agreement - Edge Architecture, PLLC Rochester Police Department-Office of Business Intelligence Renovation**

*Q: Is there a more detailed cost breakdown and project timeline? (Lightfoot)*

A: Approximate timeline if approved:

- Agreement Routing: April 2023
- Data Collection & Analysis : May 2023
- Preliminary Design: June-July 2023
- Detailed Design: August-September 2023
- Bid & Award: October 2023-February 2024
- Construction: March - August 2024

**Conceptual magnitude of scale estimates:**

Demolition allowance: \$40,000

Construction of six new offices:  
 Framing/drywall: \$160,000  
 Interior finishes: \$90,000

Access control: \$2000  
 Elec/teledata: \$50,000  
 HVAC modifications: \$30,000  
 10% contingency: \$37,200  
 Design and CA: \$150,000  
Furniture and Fixture allowance: \$115,800  
**Project Total: \$675,000**

**Introductory No. 72 - Amendatory Agreement - Stantec Consulting Services, Inc., Joseph A. Floreano Rochester Riverside Convention Center (RRCC) South Terrace and Addition**

*Q: This agreement was just recently amended a few months ago. Why is there a sudden need for so many additional dollars? (Gruber)*

*A: The amendment authorized most recently in January 2023 by Ordinance No. 2023-3 added no compensation to the Stantec agreement, but rather amended a portion of Ordinance No. 2021-53 that authorized the original agreement, replacing \$475,000 in Empire State Development (ESD) funds with \$475,000 in American Rescue Plan Funds (ARPA) authorized by Ordinance No. 2022-379. The original agreement with Stantec was for site and engineering surveys, programming and preliminary design, and review under SEQRA. The proposed amendatory agreement will fund detailed final engineering and design services for the project, including final design, preparation of contract documents, permits and bidding/award phase services.*

*Q: What is the total cost to the work done to RRCC as part of Roe the Riverway, and how much has NYS provided? (Gruber)*

*A: The overall project estimate at this time is \$27 million inclusive of engineering and architectural design, construction, and construction oversight. NYS provided \$5 million in anticipated reimbursements from the ROC the Riverway/ Upstate Revitalization Initiative administered by ESD for design and construction of the project.*

*Q: Explain the 1.5-million-dollar increase, what specific additional services are covered by this addition? (Martin)*

*A: The increase in compensation is for additional engineering and design services, including providing final design, preparation of construction contract documents and bidding/award phase services for the project. The total design fee is approximately 10.5% of the estimated cost of construction.*

*Q: Please share a copy of the initial contract, and a copy of an amended one listing itemized services covered by this increase. (Martin)*

*A: Law reviewing*

*Q: Since the initial contract was signed in 2021, what services have been rendered? (Martin)*

*A: To date, the Consultant has performed site and engineering surveys of the existing river wall, site geotechnical and building systems, State Environmental Quality Review Act (SEQRA) review, programming and preliminary design services for the project.*

**Introductory No. 73, 74 - Bull's Head Revitalization Project**

*Q: Please provide "Interview Evaluation Focus Area" results for Erdman Anthony. The overall score was recorded in the legislative packet, but not the scores for each category. (Martin)*

<u>Interview Evaluation Focus Areas</u>	<u>Possible Points</u>	<u>Points received by Erdman Anthony</u>
Introductions	5	4.5

Relevant Engineering Design Experience	10	10.0
Project Management	15	12.75
Communication between Project Team and City	10	8.0
Public Outreach	10	7.0
Technical Approach	15	14.25
Complete Streets and Public Realm	10	8.5
SEQR/NEPA Process	15	11.25
Environmental and Geotechnical Factors	10	8.0
<b>TOTAL</b>	<b>100</b>	<b>84.3</b>

(rounded to the nearest tenth)

*Q: How does the Dawson Group fit into this work? Did they participate in the selection of the engineering design services? (Gruber)*

*A: [Answer provided by NBD] The developer team led by the Dawson Company is in the process of completing their proposed preliminary development plan to be presented to the community in late spring or early summer 2023. The developer team did not participate in the selection of the City's street design consultant (note: it would be atypical to have a consultant/vendor on the selection committee for another consultant/vendor). They will, however, be coordinating closely with the City as the street design project and development plan progress.*

**Introductory No. 75, 76 - Dewey Avenue and Emerson Street Improvement Project**

*Q: Please provide a summary of projects completed in the Dewey Ave area in 2022 and the costs associated. (Martin)*

*A: Several projects were completed within the project area over the last 2 years as follows:*

- *2022 - Hazardous Sidewalk Replacement Program NW Phase 3. Replacement of hazardous sidewalks in the northwest quadrant, including along Dewey Ave between Driving Park Ave and West Ridge Rd. Construction Cost= \$1.9M (approx. \$50,000 was spent on sidewalks on Dewey Ave).*
- o *2021 - Several local streets were chip sealed near Dewey Ave between Driving Park Ave and West Ridge Rd by City Street Maintenance*
- o *2021 - Milling and Resurfacing Project included Dewey Ave from Emerson St to Driving Park Ave. Construction Cost= \$1.1M.*
- e *2021 - Preventive Maintenance NW Group 12 Project included Emerson St from Sherman St to Mt Read Blvd. Construction Cost = \$2.7M.*
- e *2021 - Pedestrian Safety Action Plan. This project involved pedestrian improvements at intersections around the city, some of which were located within the vicinity of this project. Construction Cost= \$1.9M citywide*
- o *2021 - Priority Bicycle Boulevards Implementation Projects. This project involved improvements to the bicycle boulevard network around the city, some of which were located within the vicinity of this project. Construction Cost = \$2.2M citywide*

*Q: Why is it taking until 2026 to break ground on this project - especially in light of the fact that these two streets are so long overdue for maintenance? (Martin)*

*A: This is a large and complex project that involves intersection realignment and property acquisition(s). The design and ROW acquisition phase timeline of approximately 2-1/2 years is appropriate for a project of this nature.*

*Q: How will we ensure that Complete Streets principles are at the core of this work? (Gruber)*

A: All street projects include the evaluation and implementation of the City of Rochester Complete Streets Policy where feasible and appropriate as part of the design process and in consultation with the community for their thoughts and input on non-motor vehicle needs and wants.

**Introductory No. 77, 78, 79, 80 - Farmington Road and Wyand Crescent Rehabilitation Project**

*Q: I could not decipher from the map; will the bike lanes be shared or separated? (Martin)*

A: Shared-use travel lanes are proposed which will be the same as the existing condition.

*Q: What was the mechanism for selecting this area for improvement? (Martin)*

A: These streets, along with several others, were identified as Residential Rehabilitation projects in 2015. The projects were primarily selected based on condition of curb, condition of pavement and on-going maintenance costs. The projects were spread over the four quadrants of the City to ensure equitable distribution of investments and corresponding benefits.

*Q: Why is this project's timeline so different from Intro. No. 75? (Martin)*

A: The design, bidding and award phases for this project are complete. The project is in the award phase and construction is anticipated to begin in spring 2023.

*Q: What process is used to confirm that the speed bumps are designed and sized to city standards? (Martin)*

A: A City of Rochester standard speed hump detail is used for the construction of speed humps. On-site inspection is provided to ensure speed humps are constructed in accordance with the standard detail. In addition, specifications require the contractor to survey newly constructed speed humps to ensure they are built in compliance with the standard detail.

*Q: How will we ensure that Complete Streets principles are at the core of this work? (Gruber)*

A: All street projects include the evaluation and implementation of the City of Rochester Complete Streets Policy where feasible and appropriate as part of the design process and in consultation with the community for their thoughts and input on non-motor vehicle needs and wants.

**Introductory No. 82, 83 - 2023 Residential Curb Ramps Project (Beechwood Neighborhood)**

*Q: Why is this being done specifically in Beechwood? Is there a queue for neighborhoods with similar needs? (Gruber)*

A: The Beechwood Neighborhood was selected several years ago due to the high concentration of intersections without any curb ramps. There are other areas in the City with similar needs that will be identified as future projects.

# **AGENDA REVIEW**

## **CITY COUNCIL MEETING March 21, 2023**

### **NEIGHBORHOOD & BUSINESS DEVELOPMENT COMMITTEE**

#### **Int. 85 - Amending Ordinance No. 2022-103: Waterline Easement Acquisitions. 51**

##### **Holland**

*Q: Will there be any digging on this property? (Patterson)*

A: None is planned. Any excavation would be as a result of needed repairs and none have been identified.

*Q: When did the City become aware of the supplemental easement? (Patterson)*

A: The Water Bureau approached Real Estate in January of 2022 indicating that a survey of current assets revealed that water mains installed in 1912 never had an easement and asked for us to enact them. We obtained Council approval for the easements in April 2022. In June, 2022 during subsequent negotiation with the owner, they questioned the water line running under the building. The inquiry resulted in some needed site investigation followed by internal discussion with the water bureau and the law department, and changes to the surveys over the next several months. The project was reviewed by City Engineering and as of December 2022 the most prudent course of action was determined to be re-routing the easement to avoid any disturbance of the structures.

*Q: What was the original funding source? (Patterson)*

A: The 2021-2022 Operating Budget of the Department of Environmental Services.

*Q: How was the property owner notified of the supplemental easement? (Patterson)*

A: Initial inquiry for the purpose of negotiating the purchase of the easement was by certified mail. Subsequent communication has occurred by email and phone.

*Q: Was the property owner inconvenienced in any way? (Patterson)*

A: No. The extent of inconvenience to the owner is reviewing the offers and surveys that they are presented with.

*Q: Why is the funding source approved in 2022 no longer available? (Gruber)*

A: Funding was initially identified from the prior year operating budget of the Department of Environmental Services. NBD was advised that the funds were no longer available from last year's operating budget.

#### **Int. 86 - Agreements and Amendment - Housing Opportunities for Persons with AIDS (HOPWA)**

*Q: Is there a window in which the money must be allocated and/or spent? If so, are we still within this window? If not, does the money return to the Federal Government. (Patterson)*

A: The initial grant agreement provides up to three years to spend the funds. An additional two-year extension is possible with HUD approval, making the maximum period to spend the funds five years. After that time, unspent funds are returned to Federal Government.

*Q: Is there a cap of the amount of assistance per each household? (Patterson)*

A: Emergency assistance program calculates assistance funds on family size and rental cost on weekly basis. This assistance is limited to a maximum of 21 weeks. Long Term Assistance has no maximum limit.

*Q: Do we anticipate funding from other sources to assist housing for persons with AIDS? (Patterson)*

A: The City does not provide assistance through any other funding source for this population. Applicants are able to apply for non-HOPWA funded programs if they meet the criteria. Trillium receives assistance with an Empire State Supportive Housing Initiative (ESSHI) grant. Catholic Charities Community Services (CCCS) receives assistance with an AIDS Institute grant.

*Q: Are there more households seeking services than the estimated 194 households identified in the grant description? Is there a waiting list? How is it handled? (Harris/Smith)*

A: Yes, there are more households looking for assistance than available funds. There is no waiting list for Emergency Assistance. There is a waiting list for Long Term Assistance. The waiting list is updated annually, and all participants are contacted to see *if* they wish to remain on list. When there is new availability, the first person/household on the list is contacted. Providers maintain their own waiting list.

*Q: How does Trillium and Catholic Charities Community determine which household to support with these services? (Harris)*

A: There is an intake assessment for each applicant household, to determine which services the household needs/is requesting. Eligibility is based on income and HIV status.

*Q: Do Trillium and Catholic Charities use the same criteria? (Smith)*

A: Yes, both Trillium and Catholic Charities use the same criteria, HIV Status and Income.

## **URA-2 - RURA Budget, Performance Measures and Report**

*Q: What is the RURA budget's funding source? (Patterson)*

A: The current year's \$327,550 budget presented in the report is sourced from funds previously appropriated to assist in the relocation process of the Monroe County Sexual Health Clinic from 835-855 West Main Street (Bull's Head Plaza) to 819 West Main Street. The relocation has been completed and the reimbursement funds appropriated are expected to be drawn down. The \$50,000 budget shown in RURA's out-years are nominal placeholders for reporting purposes. As future uses for RURA funds are more specifically identified, the specific RURA funding source will be determined then. In general, RURA funds come from the sale of RURA-owned property.

*Q: What is the status of land exchange to move forward with the project on Davis Street for the Marketview Heights Urban Renewal District? (Patterson)*

A: This is no longer a viable option. AMETEK does not wish to participate in a land swap.

*Q: Are we looking at the Buy the Block Model? (Patterson)*

A: We currently are working on acquisitions and site assembly. It is possible, once site assembly is complete, that the Buy the Block Model may be considered.

*Q: Are we looking to do owner occupied instead of affordable housing? (Patterson)*

A: Marketview Heights will be focused on affordable owner occupied housing for a range of incomes.

*Q: Are we looking to acquire properties for demolition for the Dewey Driving Park Urban Renewal District? Did we do any housing over there? Can we do something about the facades in that area? (Patterson)*

A: There are currently no plans to acquire properties for demolition in the Dewey Driving Park URD. The Holy Rosary Affordable Rental Housing Project and 5 Neighborhood Builder homes (Affordable Home ownership) were completed during the FIS activities. There are 58 affordable rental units in the Holy Rosary project, 33 of which are on the Holy Rosary site (414 Lexington Avenue) and 25 on in-fill sites in the Dewey Driving Park neighborhood. Exterior facade improvements to commercial buildings located in the Dewey Driving Park URD can be funded with URD program funding.

*Q: Are the folks from the Bull's Head development team expected to release a development plan? (Patterson)*

A: The developer team led by the Dawson Company is expected to present to the community their proposed preliminary development plan for Bull's Head in late spring or early summer of 2023.

*Q: Can you give a brief overview of the Uniform Relocation Act? (Patterson)*

A: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) includes procedural requirements when a municipality, State or Federal agency acquires property". URA includes requirements/provisions for property acquisition as well as occupant relocation. For acquisitions, the subject property must be appraised and reviewed for fair market value under URA appraisal standards . Just compensation, as determined through the appraisal and appraisal review process, is the minimum amount for which the agency must pay the property owner. For relocation of occupants of a property being acquired, certain procedural steps must be followed under URA. Those steps include process notifications and determination/distribution of monetary benefits related to occupant moving and reestablishment costs.

*Q: What's the rethinking of zoning? (Patterson)*

A: For the Bull's Head redevelopment project, the City will evaluate various zoning components of the proposed development plan being assembled by the developer team led by the Dawson Company. Elements such as land use, setbacks , building heights, and massing will be reviewed to determine any changes needed to existing zoning. The resulting zoning regulations will be included in the Bull's Head Urban Renewal Plan and coordinated with the Zoning Alignment Project (ZAP).

*Q: Are we looking at height restrictions through the zoning process? (Patterson)*

A: Various zoning considerations including building height restrictions will be considered in order to determine any changes needed to existing zoning for Bull's Head redevelopment.



# **AGENDA REVIEW**

## **CITY COUNCIL MEETING March 21, 2023**

### **RECREATION AND HUMAN SERVICES COMMITTEE**

#### **Int. 87 - Agreement - Rochester Public Market - Marketing Assistance**

*Q: How do we analyze and/or monitor our social media interaction Market's promotional events? (Harris)*

A: All City social media is measured by both followers and engagement (shares, likes, comments, tags and check ins), and the goal is for continued growth in both areas (10% annual growth in all social media channels is the Communications Bureau's goal). Over the past three years, the Market's events are measured on attendance - which is driven by social media as well as other marketing efforts.

*Q: Why can these services not be handled by Communications? (Gruber)*

A: The Market team works very closely with the Communications Bureau, and resources are leveraged to provide maximum service to Market customers. The Bureau has absorbed work from DRHS attrition in prior years (e.g., Communications graphics team of two is now hard-pressed to do the work of three people), and recommends that the Market maintains this role to be as responsive as possible to inquiries (e.g., lost and found items at the market, questions about hours/vendors/products, other market programs, questions on how to become a vendor or sponsor at the Market, etc.).

#### **Int. 88 - Agreement - Rochester Public Market, Bands on the Bricks Event Series**

*Q: What was the deciding factor in choosing Railroad Street Grill? (Harris)*

A: As outlined in the vendor selection form, the RFQ was sent directly to 5 consultants, with 2 responses received from Railroad Street Grill and California Rollin. Of the 2 proposals, Railroad Street Grill had a stronger proposal that spoke to the evaluation criteria coupled with prior experience producing this event series for the City.

#### **Int. 89 - Grant Agreement - New York State Division of Criminal Justice Services Violence Against Women Formula Grant**

*Q: How do people access these services? (Martin)*

A: We have walk in hours at the Honorable Loretta C. Scott Center for Human Services at 57 St. Paul, Monday and Friday from 8 am-5 pm, Tuesday-Thursday from 8 am-6:30 pm and Saturdays 9am-5pm by appointment. Additionally, any victim can call the Community Support Team directly at 585-428-6630. All messages left at this number will be returned within 24 hours. DRHS also receives Domestic Incident Reports from Rochester Police Department. These are reports that Officers file when there is an incident of domestic violence or disturbance. The CST reaches out to the victims listed on those reports to see if they need any assistance.

*Q: Considering the large goal of providing services to 500 people, is \$50,000 the total compensation for this position, or is this grant supporting a portion of a larger salary or multiple positions? (Martin)*

*A: The goal of providing support to 500 people is over the life of the grant, which is 5 years. The \$50,000 supports the full salary of the Community Support Counselor, with the City's operating budget contributing \$160 towards the salary. If needed, other Community Support Counselors can, and have, assisted with providing support and services to victims of domestic violence.*

*Q: What services constitute "help" for 500 people? (Martin)*

*A: Any assistance that the victim needs can constitute help for victims. This can be anywhere from answering a question about the next steps in the order of protection process to helping them relocate to new housing. The Community Support Team is person-centered, meaning that they can provide any service or assistance that the victim needs.*

*Q: In 2022, how many people did the Community Support Counselor provide help to? (Martin)*

*A: During the 2022 FY, the Community Support Counselor Team assisted over 450 victims of domestic violence. Although this grant position was vacant, the work of the Community Counselors continued. This position will help increase our ability to assist more victims of domestic violence.*

**AGENDA REVIEW**  
**CITY COUNCIL MEETING March 21, 2023**

**PUBLIC SAFETY COMMITTEE**

**Int. 90 - Grant Agreement - 2-022 State Homeland Security Program (SHSP)**

*Q: Can you please explain why are we referencing 2022 in the summary when we are in the current year 2023? The transmittal wasn't clear. (Harris)*

*A: The transmittal is for the 2022 State Homeland Security Program Grant. The title of this grant program is based off of the NYS and Federal FEMA Funding Cycle. This funding cycle is different than the City of Rochester's Fiscal Year.*

**Int. 91 - Agreement - Monroe County. Traffic and Crowd Control Services and Budget Amendment**

*Q: Why were these two distinct agreements combined into one legislative item? I ask that they are split so they're more easily understood. (Martin)*

*A: The RCSD agreement for Police services at arrival and dismissal times was approved in January, 2023. Unfortunately, at the time the Budget was not amended for the revenue that will be received from this agreement. Since both agreements are for Police services, and the budget needs to be amended for both agreements, both were submitted under the same transmittal.*

*Q: Why can't the Sheriff department handle this work? (Gruber)*

*A: There is negotiated protocol defined in the Rochester Police Department's Collective Bargaining Agreement, along with General Order #265 - Special Events, dictating that Police personnel assigned to perform police duties at an established Special Events location is exclusive bargaining work. Special Event work within city boundaries cannot be unilaterally contracted out without negotiating with the Rochester Police Locust Club.*

**Int. 92 - Amendment to Ordinance No. 2022-146**

*Q: Please provide an itemized list of services provided including billable hours and an itemized list of additional services resulting in the \$60,000 increase. (Martin)*

*A: The invoices are on file with the Council office and are available for Councilmembers to view in person.*

*Q: Please provide copies of the contract or MOU signed with the firm. (Martin)*

*A: see ATTACHMENT A.*

J.37 /Jo

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT**, is made ~~this~~ day of ~~July~~ 20~~17~~ 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 Constangy Brooks, Smith & Prophete LLP, with offices located at 481 Penfield Drive, Suite 48, Penfield, New York, 14526 hereinafter referred to as the "Consultant".

**WITNESSETH:**

**WHEREAS**, the Council of the City of Rochester ("Council") desires to secure the professional services of a Consultant to provide services required for investigation of, and preparation of a report, regarding complaints by personnel of the City of Rochester Police Accountability Board, hereinafter referred to as the "Project", and,

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

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

**SECTION 1. DESCRIPTION OF SERVICES**

A. The Consultant shall, on behalf of the Council, upon the commencement date specified in Section 2 hereof, perform in a professional and competent manner to the reasonable satisfaction of the Council the following services:

- (1) Consultant shall conduct an internal investigation and provide legal representation in response to internal personnel complaints that were received within the Police Accountability Board. Said internal investigation and legal representation shall include the following, as approved by the Council prior to carrying out such services:
  - (a) General analysis of policies, practices, and records related to complaints received;
  - (b) Preparation and production of complainant interviews;
  - (c) Preparation and production of witness interviews;
  - (d) Preparation and production of any necessary additional interviews, at the discretion of the Council;
  - (e) Provision of status and update conferences with the Select Committee during the course of the investigation;
  - (f) Preparation and production of a conclusion memorandum ("Report"); and
  - (g) Provide other services as required for the Project and by the Engagement Letter/Legal Services Agreement, attached hereto as **Exhibit B**.

B. Except as otherwise specified in this Agreement, all equipment materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the Council.

## **SECTION 2. TERM**

The services required of the Consultant pursuant to this Agreement shall commence on the date of execution of this Agreement and shall extend through the completion of the Report and of the answers to any additional questions from the Council or the City Administration regarding the Report.

## **SECTION 3. SEE**

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

- (1) On a monthly basis, Consultant shall submit to the City an invoice detailing actual time spent by individuals within the Consultant's firm, as follows:
  - (a) Taren Greenidge, Esq., \$485.00 per hour;
  - (b) Erica Young, Esq., \$265.00 per hour; and
  - (c) Anjanette Cabrera, Esq., \$485.00 per hour.
  - (d) Other attorneys and paralegals with the necessary legal skills and available time may be utilized by Consultant, and rates for those additional individuals shall be commensurate with the skill and areas of practice of those individuals.
- (2) The City will use its best efforts to pay invoices within 30 days. However, it is understood that City payment processes generally require up to 45 days for payment to be made. Consultant understands that payment within 30 days of an invoice is typically not possible. No late payment penalty or interest will accrue for delayed payment beyond 30 days and up to 60 days from the date of the City's receipt of an invoice. This Agreement shall constitute advance notice of this limitation as required by the Engagement Letter/Legal Services Agreement attached as Exhibit B.
- (3) Out of pocket expenses such as overnight mail, outsourced copying, and any mileage, lodging, or other travel costs shall be invoiced to the City for the expense actually incurred by Consultant. Consultant shall provide documentation of such additional expenses on request by the City. Incidental expenses shall not be reimbursed by the City. Charges for overhead expenses contracted for by Consultant in bulk shall be invoiced as consistent with the City's or Council's use of such resources and in a reasonable allocation.

The Consultant shall submit an invoice and any other supporting documentation in the manner prescribed by the City at a minimum of once every ninety (90) days during the term of this agreement, unless a different schedule is approved by the City.

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements is currently set at the sum of One Hundred Fifty Thousand Dollars (\$150,000). Consultant has submitted an estimated budget for the services to be provided under this Agreement in the amount of One Hundred Thirty-Two Thousand Dollars (\$132,000). In the event that work beyond the available funding is required and the City does not authorize additional payments to be made to Consultant and/or the City Council does not appropriate any additional funds for these services (as noted in Section 16 of this Agreement), Consultant shall have no continuing obligation to perform the services listed in Section 1 above, and may terminate its representation of the City without being in default or in breach of any part of this Agreement.

#### **SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT**

A. The City hereby designates:

James Smith  
Chief of Staff, City Council  
30 Church Street, Room 301A  
Rochester, NY 14614

With courtesy copy to:

Linda S. Kingsley, Esq.  
Corporation Counsel  
City of Rochester  
30 Church Street, Room 400A  
Rochester, NY 14614  
[Linda.Kingsley@cityofrochester.gov](mailto:Linda.Kingsley@cityofrochester.gov)

8. The Consultant hereby designates:

Taren Greenidge, Esq.  
Constangy Brooks, Smith & Prophete LLP  
481 Penfield Drive  
Suite 4B  
Penfield, NY 14526  
[tgreenidge@constangy.com](mailto:tgreenidge@constangy.com)

or their authorized representatives, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications pursuant to this Agreement. The parties reserve the right to designate other or additional agents upon written notice to the other party. In no event shall the City's Authorized Agent be authorized to amend or extend this Agreement or to accept service for the commencement of any legal actions or proceedings related to the Agreement.

## **SECTION 5. TERMINATION FOR DEFAULT**

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

## **SECTION 6. INDEMNIFICATION**

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

## **SECTION 7. INSURANCE**

### **A. Workers' Compensation and Disability Benefits Insurance**

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

### **B. General Liability Insurance**

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same shall be

provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

C. Professional Liability Insurance

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

**SECTION 8. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE UTILIZATION GOALS**

A. General Policy

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

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

C. Compliance

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

1. The Consultant agrees that it will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and



available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. 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.

2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

#### **D. MWBE AND WORKFORCE UTILIZATION GOALS**

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance

No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women. The MWBE Officer has determined because of the nature of the services 'of this Agreement that only Workforce Goals apply.

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant Understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan incorporated as Exhibit A of this Agreement. A revised workforce staffing plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer, such revised plan(s) shall be incorporated into this Agreement as an amendment pursuant to Section 17.

Consultant's failure to submit workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

## **SECTION 9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987; and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at [www.cityofrochester.gov](http://www.cityofrochester.gov), or by calling (585) 428-6185.

## **SECTION 10. FREEDOM OF INFORMATION LAW**

Disclosures required by New York's Freedom of Information Law ("FOIL"), shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the

records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Consultant may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Consultant's appeal within ten (10) business days. If the City issues an adverse determination, Consultant may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

**SECTION 11. LIVING WAGE REQUIREMENTS**

**A. Applicability of Living Wage Requirements**

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

**B. Compliance**

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section SA-18B, who directly expends their time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section SA-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

**C. Exemption**

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

**SECTION 12. COMPLIANCE WITH MACBRIDE PRINCIPLES**

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

**SECTION 13. COMPLIANCE WITH ALL LAWS**

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be

inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

**SECTION 14. AUDIT**

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to the services described in Section 1 of this Agreement r any subcontracts related to those services..

**SECTION 15." PROHIBITION AGAINST ASSIGNMENT**

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any rightl title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous written consent of the City.

**SECTION 16. OBLIGATIONS LIMITED TO FUNDS AVAILABLE**

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant! shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or their 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 17. 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 moral. Any modification **OR** amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's Authorized Agent.

**SECTION 18. STATUS AS INDEPENDENT CONTRACTOR**

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

**SECTION 19. LAW**

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

**SECTION 20. 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 21. 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.

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

CITY OF ROCHESTER

BY:   
Malik D. Evans, Mayor

CONSULTANT

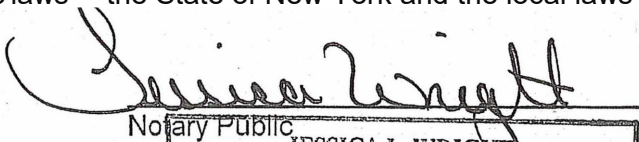
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STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this 10 day 0 **2(00** before me the subscriber, personally came **MALIK D. EVANS** known, who being by eduly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws the State of New York and the local laws and ordinances of the City of Rochester.

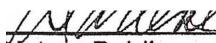


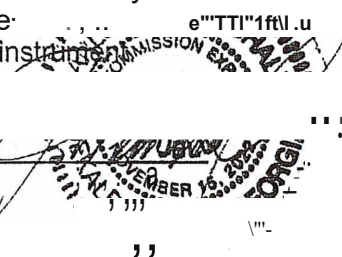
Notary Public  
**JESSICA L. WRIGHT**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WR6380915  
Qualified in Monroe County  
Commission Expires **SEPTEMBER 17, 2022**

STATE OF NEW YORK)  
COUNTY OF MONROE) ss. *Georgia Bulston*

On the 13th day of July, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy R. Newton, 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 in  
his/her/their capacity(ies), and that by his/her/their signature(s) on the , or.  
the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



”

**EXHIBIT B**

Engagement Letter



# AGENDA REVIEW

## CITY COUNCIL MEETING March 21, 2023

### FINANCE COMMITTEE

**Int. 95 - Amend Ordinance No. 2023-25 - Living Cities**

*Q: Please provide a chart detailing total funding for the homeownership initiative and the entrepreneurship initiative, and additionally provide an itemized cost breakdown with specific allocations to each task that supports the goal of homeownership & entrepreneurship for people of color. (Martin)*

A:

<b>Promoting Entrepreneurship Living Cities Funding</b>	
Year1	\$100,000
Year2	\$50,201
<b>Promoting Homeownership Living Cities Funding</b>	
Year1	\$200,000
Year2	\$200,000

*Q: What specific tasks will be completed & funded to increase homeownership & entrepreneurship using this grant? (Martin)*

A: I am including a chart below. Please note, we have not yet defined how we will allocate year 2 funding of the grants.

<b>Activities to Promote Entrepreneurship</b>	<b>CTG Funds requested - \$100,000 Year 1 of 2</b>
<p><b>Resource Navigation:</b></p> <ol style="list-style-type: none"> <li>1. Onboard &amp; embed Business &amp; Asset Coordinator into small business ecosystem.</li>   <li>2. Host Roe my Biz Symposium</li>   <li>3. Create a guided path through Roe the Biz directing businesses meeting this description to the most appropriate links. Continue working with REDCO's Nexusi90 platform .</li> </ol>	\$10,000
<p><b>Enhance Outreach:</b></p> <p>Identify opportunities to enhance Street Liaison program, increase frequency of business corridor walks, increase information sharing opportunities across all quadrants</p>	\$7,000

<p><b>Strengthen our long-term engagement with BIPOC owned businesses</b> Onboard network of culturally competent business mentors (tapping LOP alumni, La Cumbria, Urban League, Ibero American Action League, or other groups trying to hold up RASE recommendations)</p> <p>Quarterly mixer with potential mentors &amp; mentees</p>	<p>\$50,000</p> <p>\$3,000 (food, drinks, venue, etc.)</p>
<p><b>Strengthen our long-term engagement with BIPOC owned businesses</b> RFP for business service providers to provide services to our target demographic after they receive financial assistance from the City ("Post Loan Education")</p>	<p>\$30,000 to compensate staff-time of contracted agency</p>

<b>Activities to Promote Homeownership</b>	<b>CTG Funds requested - \$200,000 Year 1 of 2</b>
Development of program in which RHA and Rochester Land Bank to assist those with Section 8 purchase vouchers	TBD
Provide incentives for financial counseling through the Financial Empowerment Center to get low-income families mortgage ready.	\$117,000
Monthly onsite and or virtual or recorded workshops about City (HPAP, Home Rochester) & RHA Homeownership Programs	\$10,000
Contracting with an agency, or identifying internal capacity for one-on-one services to complete related applications. Potential to include FlowerCity Americorps or internship opportunities.	\$40,000
Contracting with agency to assess opportunities for the City to hold banks accountable to increase in the number of mortgages to Black and Brown prospective homeowners	\$33,000

*Q: What factors were considered when choosing to reallocate \$100,000 from homeownership initiatives to entrepreneurial ones? (Marlin)*

A: Funding was not reallocated; in fact, it was increased - Living Cities was able to add an additional \$50,201 to activities related to entrepreneurship. However, due to their own funding sources and processes they requested that instead of having one grant agreement covering both homeownership and entrepreneurship that we split the grant into two separate agreements. Because we had already received authorization from

Council to enter into one agreement for both initiatives we are now reallocating \$100,000 for the entrepreneurship grant agreement.

*Q: How is entrepreneurship defined and supported by this grant? (Martin)*

A: This grant will address all types of entrepreneurs. This includes entrepreneurs with side-hustles that they want to take to the next level as well as those with well-established formal business entities.

### **Int. 96 - 2022-2023 Budget Amendment - Grant for Historic Society Collections**

*Q: Please provide a list of current Land Mark society Board members & their resumes. (Martin)*

A: Please reach out to the Landmark Society for any information on their board and staff.

*Q: Since the involvement of a Board member involved in an incident alleging racism and harm to a City Employee, what additional steps has the Land Mark Board of Trustees taken to rebuild trust with the public and ensure that all members operate from an antiracist framework? (Martin)*

A: Please reach out to the Landmark Society for information.

*Q: Is there an opportunity for some of this collection to be housed at RPL along with City and soon-to-be County collection? (Gruber)*

A: This funding is intended to relocate the RHS materials from a warehouse on University Avenue to a climate-controlled, secure facility where the collections can be unpacked and assessed. We have no information from the Landmark Society regarding the details of this process. Prior to the RHS relocating to the Central Library in 2008, the RPL housed hundreds of RHS print materials and photos in the Central Library collection. All of those materials were pulled from the library collection and transferred back to RHS; when RHS left the Runder Building those materials went with them. The RPL is one possible location for future housing of those materials, but that will depend on the final resolution of a merger between Landmark Society and RHS.

### **Int. 97 - Agreement - All Things Diverse, LLC - Diverse, Equity, and Inclusion/Cultural Competence Assessment, Strategic Plan and Training**

*Q: Can a representative from All Things Diverse attend the next Committee meeting? If not, can a meeting be scheduled with them before the 21st? (Martin)*

A: All Things Diverse, LLC is headquartered in Jacksonville, Florida so it is not feasible to have them travel to Rochester to attend the next Committee meeting which is scheduled for March 9<sup>th</sup>. A Zoom call could be arranged with the Consultant, if available, before March 21<sup>st</sup>.

*Q: Describe how recommendations will be implemented. (Martin)*

A: All Things Diverse, LLC will be conducting a Diversity, Equity, and Inclusion (DEI) Organizational Audit of the Rochester Fire Department (RFD). This Audit will consist of focus group meetings and a climate survey, which will gauge any inequity patterns, barriers to equity, and the overall climate of the RFD.

Upon completion of the Audit, All Things Diverse, LLC will:

Provide a written report with the results of the focus groups and climate survey, which will also include recommendations that are noted as best practices in the field of diversity, equity, and inclusion.

Design and develop one-to-one DEi and Cultural Competence coaching for leadership of RFD along with the City's Equity Office.

Design and develop training curriculum for all RFD employees on diversity, equity, inclusion, and implicit bias to help participants gain an understanding of the depth of diversity in our community;

Develop and launch a Train-the-Trainer course with assistance from the City's Department of Human Resource Management (DHRM);

Conduct a policies and systems audit of the RFD.

Once the recommendations have been implemented, there will be an analysis of the results and the yet-to-be appointed leadership team will also monitor the initiative's progress and develop a methodology to track outputs in order to measure the success of the recommendations.

*Q: When was the last time such an undertaking within the Fire department occurred? (Martin)*

A: From November of 2018 to May of 2019, RFD leadership and DHRM staff held required in-person trainings with every RFD employee on Diversity & Inclusion, Sexual Harassment, and Workplace Violence. These trainings have been continued in an online format annually.

In 2020 and 2021, RFD leadership requested, via the Budget Equity process, for a Climate Assessment, professional development trainings related to diversity and inclusion, and development of a strategic plan to address and eliminate adverse impact and bias.

In 2022, RFD and DHRM began collaborating on securing the services of a consultant to support a DEi organizational assessment and identify departmental climate issues to serve as a baseline in developing diversity, equity and inclusion training for all RFD personnel. The transmittal (Int. 97) is the result of this collaboration.

*Q: What mechanisms will be incorporated to ensure the safety of rank & file staff in this process? (Martin)*

A: All Things Diverse, LLC is committed to creating a psychologically safe and respectful environment for every RFD employee. As a result, they will be appropriately facilitating the Focus Group sessions to ensure that all information shared will be confidential and in a safe environment.

### **Int. 99 - Agreement- Greenberg Traurig, LLP State Lobbying Services**

*Q: Are these services anticipated to be used only by the Administration or will Council members also be able to utilize these services? If so what will that process look like? (Martin)*

A: These services are for funded by and for use of lobbying services for the Executive Branch.

*Q: Please provide an itemized breakdown of costs for services. I would like to know how payment is allocated, at what rate and the amount of hours anticipated through the year. (Martin)*

A: Flat (not hourly) rate - \$96,000.00 as a flat fee, the sum of which shall be payable upon receipt of an invoice from the Consultant as follows:

- a. March 31, 2023: \$40,000;
- b. June 30, 2023: \$40,000; and
- c. November 30, 2023: \$16,000.

*Q: How was Greenberg Traurig selected as the firm to contract with? Please share the exact process. (Martin)*

*A: There were no responses to the RFP submitted in late 2022. Corporation Counsel Linda Kingsley and Tammy Mayberry then reached out to specific lobbyists that were known for doing State lobbying, and interviewed then with Mayor Evans.*

**Int. 101.102 - Increasing the City Council PSA approval threshold**

*Q: What is the PSA for neighboring municipalities? (Martin)*

*A: The PSA threshold for Monroe County is \$20,000, and the threshold for the cities of Buffalo and Syracuse are both \$10,000. Staff has reached out to the Towns of Brighton, Irondequoit, and Greece about their PSA thresholds and are awaiting a response.*

**\*\*\*Int. No 103 - Agreement - Haylor, Freyer & Coon, Inc. Insurance Broker**

**Services**

*Q: Can you list specific services the firm will provide that fit into the "insurance broker"?*  
*(Martin)*

*A: Description of Consultant Services*

- Serve as a trusted advisor to the city with regard to insurance & risk management issues . Continue our efforts to evaluate the City of Rochester's insurance program. Identify and evaluate alternative approaches and recommend program improvements (Ex. Structure of the program, limits, scope of coverage, retention, risk management and loss control alternatives) for the city's consideration and approval;
- Placement services ensuring the City of Rochester's insurance program is comprehensive and placed competitively from a coverage and premium standpoint on an annual basis;
- e Implement the program which includes timely and accurate delivery of certificates, ID cards, binders, invoices, and policies;
- c Provide continual market access to key municipal insurance carriers;
- Hold quarterly risk management meetings/discussions with city staff regarding issues & trends in the insurance industry as well as addressing issues and concerns with the insurance program for the city;
- e Review policies and change endorsements for accuracy and resolve any discrepancies that may;
- g Provide coverage summaries, schedules and changes as necessary;
- e Review billings, audits for accuracy and make certain all charges such as taxes, assessments, fees, etc. are identified as necessary;
- Review billings and audits for accuracy and make certain all charges such as taxes, assessments;
- c Provide the City of Rochester with information and forecasts of changes that may arise in the insurance marketplace;

- Coordinate the renewal process with the existing insurance carriers. Analyze the renewal proposal, negotiate terms and conditions as well as make recommendations;
- Provide coverage summaries, schedules and changes as necessary.

Q: *Why isn't there a RFP attachment? (Martin)*

A: Submitted as an Information & Amendment

**\*\*\*Int. No 104 - Agreement - Capital Market Advisors, LLC, Fiscal Advisor Services**

Q: *Why isn't there a RFP attachment? (Martin)*

A: Submitted as an Information and Amendment.

Q: *Please provide a snapshot of how this organization approaches ESG investing? (Gruber)*

A: Capital Markets Advisors, LLC, as a registered independent municipal advisor, is not in the business of providing investment advice to clients as it relates to ESG investing nor are they involved in the underwriting of such securities. In their role as Municipal Advisor, they have advised municipal clients throughout the State on the issuance of bonds with ESG-type purposes. These ESG issuances, for the most part, have been for critical water and sewer infrastructure projects. For example, in 2021, they served as Municipal Advisor on the first and largest ever US issuance of Environmental Impact Bonds issued on behalf of the Buffalo Sewer Authority. Additionally, ESG has become a top focus for the rating agencies as part of their rating review process of local governments, as such, they are involved in the rating review process for their clients to help them understand the rating agency methodologies as they relate to ESG