

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this _____, 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 **CONSULTANT NAME**, a foreign limited liability company with offices located at **LOCATION OF CONSULTANT** hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319) ("ARPA") was signed into law and established the Corona Virus State and Local Fiscal Recovery Funds ("SLFRF") program, which is intended to provide support to local government in responding to the economic and public health impacts of COVID-19; and

WHEREAS, on January 6, 2022, the United States Treasury issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("Final Rule") and issued the Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, dated June 17, 2021 and reissued on November 15, 2021, and reissued on January 6, 2022 and July 1, 2022 ("Guidance Document"); and

WHEREAS, Treasury has issued Compliance and Reporting Guidance that provides that "recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory and other requirements; and

WHEREAS, the City desires to secure the professional services of a Consultant to provide **DESCRIPTION OF SERVICES PROVIDED BY CONSULTANT**, hereinafter referred to as the "Project", and,

WHEREAS, on _____, 20____, the Council of the City of Rochester appropriated funding in the amount of \$_____ to **DESCRIPTION OF PROJECT**; and

WHEREAS, this Agreement complies with the requirements of 2 C.F.R. § 200.404 as prudent under the circumstances, and 2 C.F.R. § 200.405 as it is allocable; 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

1. The Consultant shall provide additional services related to ARPA if required at the request of the City.

2. The Consultant shall be available to meet with the City periodically and as necessary to review the progress on the requirements of this Agreement and to provide consultation.
 3. All documents prepared by the Consultant under this Agreement, upon completion of the work required herein, will become the property of the City and shall be delivered to the City's Authorized Agent.
 4. The Consultant will furnish to the City upon request any and all information and reports it maintains or is necessary to comply with any reporting requirements imposed by State, Local, or Federal rules and regulations related to compliance and ARPA related to this Agreement.
 5. Consultant warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Consultant's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35, this Agreement, and those identified in Exhibit B hereto and any other applicable regulatory requirements pursuant to federal law, including those listed in Section 13 of this Agreement; (iii) that it is duly organized and in good standing with the State of New York and the Internal Revenue Service; and (iv) that it is accepting federal funding hereunder subject to certain mandatory repayment provisions.
 6. Consultant acknowledges and understands that procurement of all equipment and services using SLFRF funds must be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and consistent with City purchasing policies. City Purchasing will assist and shall be engaged for assistance with any procurement. Consultant agrees that Consultant will not procure any Project materials or services without first receiving written approval of the City.
 7. Certifications. Consultant, prior to performing any work, will complete the certification as to conflict of interest attached to this Agreement as Exhibit C.
- 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 City.
- C. The City shall
1. Provide as complete information as is reasonably possible as to its requirements for the Project to the Consultant.
 2. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.

3. Assist the Consultant by making available to the Consultant any information pertinent to the Project, including previous reports and any other relevant data.
4. Examine all documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
5. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on **START DATE** and shall terminate on **END DATE**.

Consultant understands that all funds must be obligated by December 31, 2024, and spent by December 31, 2026, pursuant to SLFRF limitations.

SECTION 3. FEE

- 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:

The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the annual sum of **COST OF AGREEMENT**.

- B. Consultant shall submit an invoice and any other supporting documentation in the manner prescribed by the City once every month during the term of this Agreement. With each invoice, Consultant shall also certify to the City, in writing, that all payments to Consultant are compliant with the requirements imposed by the U.S. Treasury, the City and this Agreement. Rates and fees may only be increased pursuant to a written amendment to this Agreement that has been signed by both parties.
- C. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Consultant hereunder are subject to repayment by Consultant as provided in 31 CFR Part 35.
- D. Upon expiration of the term of this Agreement or upon any prior termination, Consultant shall transfer to City any funds provided hereunder which have not been committed or are due and owing for approved expenditures at the time of expiration or termination. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the Maximum Compensation amount as specified in

Paragraph A, and both parties hereby agree that the City shall not be required to accrue costs sufficient to sum up to the Maximum Compensation amount.

- E. Consultant shall maintain records sufficient to meet Federal audit and reporting requirements, including but not limited to those contained in 2 CFR Part 200, Subpart F, the Single Audit Act, and all City reporting requirements.
- F. Consultant shall certify in a separate writing that it has read, understands and will comply with the Final Rule and any amendments thereto and the Guidance Document and any amendments thereto. This certification shall be annexed hereto as Exhibit E.

SECTION 4. PERFORMANCE MONITORING AND RECORDKEEPING

- A. Performance Monitoring. The City, with the assistance of Consultant's designee as provided in Section 4 of this Agreement, will monitor the performance of the Consultant based on the requirements and standards set forth in this Agreement along with all the applicable federal, state and local laws, regulations, and policies governing the services and funds provided for this Agreement, including the regulatory requirements of 31 CFR Part 35 and those identified in this Agreement and any attachments. In addition to the recordkeeping provided for in Paragraph B herein, the Consultant agrees to respond promptly and truthfully to any request for information or documents relating to the performance of this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If corrective action is not taken by the Consultant within a reasonable period of time after being notified about substandard performance by Consultant, Agreement suspension or termination procedures will be initiated.
- B. Recordkeeping. Consultant hereby agrees to maintain records related to performance of this Agreement and use of funds as provided in Section 1 of this Agreement and budgets submitted to the City pursuant to Section 3 of this Agreement (collectively, "Performance Records"). The Consultant shall retain the log and such other Performance Records for at least 5 years following the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any Performance Record that is started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

SECTION 5. ADMINISTRATIVE REQUIREMENTS

- A. Obligations Surviving the Agreement Term.

In addition to the Recordkeeping and Indemnification obligations specified in this Agreement and Section 8 of this Agreement, as well as any obligations imposed in this Agreement, the following obligations of this Agreement shall continue after the expiration of the Agreement Term set forth in Paragraph I:

- 1. Paying for Services and Goods Used

The Consultant shall make final payments to employees and vendors that were employed or retained to provide the services, products and facilities for preparing and delivering meals in a timely manner.

2. Audits & Inspections

All Consultant records with respect to any matters covered by this Agreement shall be made available to the City, the City of Rochester Office of Public Integrity, the United States Treasury, and the Comptroller General of the United States or any of their authorized representatives, without delay, upon reasonable notice, 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 deficiency noted in audit or investigation reports must be fully cleared by the Consultant within 30 days after the Consultant is notified of the deficiency. Failure of the Consultant to comply with the above audit requirements will constitute a violation of this contract Agreement and may result in the withholding of future payments or other sanctions as allowed by law and this Agreement.

B. Compliance. Further obligations surviving the term of this agreement imposed with more specificity by the U.S. Treasury include, but are not limited to the following:

1. Use of Funds. Consultant understands and agrees that the funds to be disbursed pursuant to this Agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant will determine prior to engaging in the Project that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project.
2. Federal regulations require that any SLFRF funds used in connection with the Project be obligated by December 31, 2024, and actually expended by December 31, 2026, in all cases. Any funds not obligated or spent by those dates will be subject to recapture by the City and U.S. Treasury. In the event that any funds kept in the Account do not reach the intended beneficiary within 30 days of issuance of payment, said funds shall immediately be returned to the City.
3. Reporting. Consultant agrees to comply with any reporting obligations established by Treasury and/or the City of Rochester as they relate to any monies utilized for the Project.
4. Maintenance of and Access to Records. Consultant shall:
 - A. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - B. The Treasury Office of Inspector General and the Government Accountability Office, the City of Rochester, and their authorized representatives, shall have

the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

- C. Records shall be maintained by Consultant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. Conflicts of Interest. Consultant understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Consultant must disclose in writing to the City, Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 6. Applicable Law and Regulations.
 - a. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Consultant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
7. Remedial Actions. In the event of Consultant's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury (and the City) may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339 or as set forth in this Agreement. In the case of a violation of section

603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

8. Anti-lobbying. Consultant agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance. Federal funds may not be used for this purpose under the same circumstances, and the same requirements apply to Consultants. Consultant also agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, applying for the appropriate certification to demonstrate that appropriated funds will not be used for lobbying, and disclosing non-Federal funds used for lobbying.
9. False Statements. Consultant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal SLFRF funds awarded to the City of Rochester by the U.S. Department of the Treasury."
11. Consultant will comply with all other applicable requirements imposed by the U.S. Treasury pursuant to 2 C.F.R. Part 200 not otherwise mentioned here.
12. Other Provisions. Consultant must comply with 41 U.S.C. § 4712, Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), and Executive Order 13513, 74 FR 51225.
13. Subcontract Provisions. The Consultant will include the provisions of Paragraphs contained in 2 CFR § 200.321, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Consultants or subcontractors.
14. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 6. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

Dr. Shirley JA Green, Commissioner
Department of Recreation and Human Services
City of Rochester

57 St. Paul St
Rochester, NY 14604

B. The Consultant hereby designates:

CONSULTANT NAME
CONSULTANT ADDRESS

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 7. DEFAULT; TERMINATION OF AGREEMENT

- A. General. 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.

If at any time during the Project there is a change in any information submitted by Consultant to the City to obtain this Program funding, Consultant shall inform the City immediately. Failure to inform the City shall be deemed a default under this Agreement.

If it is determined by the City that false information has been provided to the City by Consultant or that monies received have not been used as required by this Agreement, this Agreement shall be deemed to be in default.

If Consultant defaults on any of the terms and conditions of this Agreement, including but not limited to the Conditions of Default set forth below, it is understood that:

1. Consultant shall forfeit all rights and privileges under the Program and this Agreement shall terminate without further obligation on the part of the City.
2. The City shall be entitled to any reasonable collection costs actually incurred by the City, including but not limited to reasonable attorney's fees expended to recover monies paid.
3. Unless otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the City and Consultant arising out of, or

relating to, this Agreement or the breach of it shall be decided in Supreme Court, Monroe County.

4. Any monies received under the Agreement, together with interest thereon at the current maximum legal rate per annum, not expended by Consultant in compliance with this Agreement shall immediately be due and payable to the City. The City shall be entitled to any reasonable collection costs actually incurred by the City, including but not limited to reasonable attorney's fees expended to recover monies paid. For purposes of legal action, the amount due shall be considered a sum certain, and this Agreement deemed a promissory note in the amount due, with Consultant as obligor, and the City as obligee.

B. Events of Default

The occurrence of any of the following events during the Agreement Term shall be an Event of Default:

1. If Consultant fails to perform or comply with any covenant or term of this Agreement or any other document executed by Consultant in connection with receiving the Project funding, and such failure shall continue for a period of thirty (30) days after City's issuance of written notice of the failure to perform and/or comply and requiring such failure to be remedied.
2. If Consultant fails to provide any records, including but not limited to financial and business records, when requested by the City at any time, within 30 calendar days.
3. Upon dissolution, bankruptcy or insolvency of Consultant.
4. If Consultant fails to maintain any required insurance, set forth above below for the full term of the Agreement.
5. If Consultant fails to correct, or cause to be corrected, any violation of any applicable federal, state and local governmental laws, rules, and regulations connected with this Agreement, order, or any other communication from a government or governmental entity, within the time limits set forth for compliance.
6. If Consultant fails to pay, or cause to be paid, in full, when due, all County of Monroe and/or City of Rochester/City School District ad valorem real property taxes, assessments, charges, interest, and fees due for any property owned by Consultant therein, and/or payment in lieu of such County of Monroe and/or City of Rochester/City School District ad valorem real property taxes, assessments, charges, interest, and fees due for the Property pursuant to any agreement(s) by COMIDA (also known as "PILOT" payments), if such payments are the responsibility of Consultant.
7. In the event of any default by Consultant, which causes acceleration of any document evidencing any other loan or grant obtained by Consultant for the Project.

C. Termination

1. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Consultant, upon ten (10) days written notice to Consultant including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Consultant. Cause for termination shall include any material failure by Consultant to comply with any term of this Agreement.
2. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Consultant, which decision shall not be subject to appeal, at the City's sole discretion.
3. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, except for non-cancellable obligations related to this Agreement which are deemed eligible pursuant to ARPA by the City in its sole discretion, or the U.S. Treasury, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the City and the Consultant shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Consultant under this Agreement or with ARPA funds shall, at the option of the City, become the City's property.

SECTION 8. EMPLOYMENT RESTRICTIONS

A. Prohibited Activity

The Consultant 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.

B. Labor Standards

The Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Consultant agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

SECTION 9. CONDUCT

A. Conflict of Interest. The Consultant agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Consultant shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to SLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the SLFRF-assisted activity, or with respect to the proceeds from the SLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, Consultant, officer, or elected or appointed official of the City, the Consultant, or any designated public agency.
4. In accordance with 2 CFR §200.318 and 24 CFR §570.611, the Consultant shall preclude any person who is an employee, agent, Consultant, officer, elected official, or appointed official of the City, and who exercises or exercised any functions or responsibilities with respect to the Agreement, from obtaining a financial interest or benefit from the Agreement, including interests and benefits in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any financial interest or benefit of any person covered by this section must be documented and disclosed by the Consultant to the City.

B. Lobbying

The Consultant hereby certifies that:

1. 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;
2. 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

3. 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 Consultants shall certify and disclose accordingly.
4. 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.

C. Religious Activities

The Consultant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 10. INDEMNIFICATION

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

SECTION 11. 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. 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. Said insurance shall 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. 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 12. 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

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, 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:

The Consultant agrees that he 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 to make a good faith effort to employ minority group persons and females and that 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.

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.

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.

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 that because of the nature of these services of this Agreement neither the MWBE nor Workforce Goals apply.

Consultant has submitted a workforce staffing plan, which has been reviewed and accepted by the City's MWBE Officer, and is incorporated into this Agreement as Exhibit F, 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.

Consultant has submitted an MWBE Utilization Plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which has been approved by the City's MWBE Officer, and is incorporated into this Agreement as Exhibit G. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

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 and/or MWBE utilization plan goals incorporated as Exhibit F and/or Exhibit G of this Agreement. A revised workforce staffing plan and/or MWBE utilization plan must be approved by the MWBE Officer. Once signed by the Client and the MWBE Officer, such revised plan(s) shall be incorporated into the Agreement as an amendment pursuant to Section 27.

SECTION 13. 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, or by calling (585) 428-6185.

SECTION 14. 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 15. 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 8A-18.

B. Compliance

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

C. Exemption

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

SECTION 17. 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 18. 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 19. AUDIT

The Consultant agrees that the City shall, until the expiration of five (5) 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 this Agreement or any subcontracts.

SECTION 20. 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 right, 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 21. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

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

SECTION 22. EXTENT OF AGREEMENT

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

SECTION 23. 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 24. 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 25. 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 26. 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 27. AMENDMENTS

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Consultant.

SECTION 28. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24 or similar federal regulations based upon 2 CFR Part 180 (see 68 FR 66533, 70 FR 51863, 71 FR 66431).

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

BY:

Name: **NAME OF CONSULTANT**, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me the subscriber, personally came **MALIK D. EVANS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed her name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **NAME OF CONSULTANT**, 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.

Notary Public

EXHIBIT B

Consultant hereby certifies that the Agreement will be conducted and administered in compliance with all applicable Federal regulations governing use of the SLFRF funds, including but not limited to the following:

- (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the Consultant will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 3 Affirmative Action: requirements set forth in 24 Code of Federal Regulations Part 135;
- (4) The Davis-Bacon Act, as amended;
- (5) 2 CFR 200.317 through 2 CFR 200.327;
- (6) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (7) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (8) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (9) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (10) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (11) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
- (12) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
- (13) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
- (14) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of Consultant, 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.
- (15) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).
- (16) To the extent that agricultural practices are performed, Federal requirements pursuant to the United States Department of Agriculture and rules promulgated in the Federal Register shall apply.
- (17) Where food and beverage sales are undertaken by Consultant, Consultant shall comply with the FD&C Act, rules promulgated in the Federal Register, and any other Federal Act related to the production, distribution, and sale of farm products.

EXHIBIT C
City of Rochester Disclosure

The Program for which you are applying may be part of one or more City of Rochester (hereinafter the "City"), federal, state, or other programs, including, but not limited to, the American Rescue Plan Act, Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, Housing Opportunities with Persons with AIDS (HOPWA) Program, Asset Control Area (ACA) Program, Rochester Economic Development Corporation (REDCO) or City Development Fund (CDF). Each of these programs has rules and regulations prohibiting conflicts of interest. Conflicts generally arise where the applicant or his or her family or business may have an economic or employment interest in the program or the entity providing the program.

Program regulations generally limit the participation of employees, agents, consultants, officers, or elected appointed officials of the City or any designated public agencies, or sub-recipients receiving Program funds, and those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For federally assisted housing and community development programs, this applies unless an exception is granted by the U.S. Department of Housing and Urban Development (HUD). In order for HUD to grant an exception to such persons there must be a public disclosure of the application and the City's Corporation Counsel must determine that the participation does not violate state or local law.

The objective of this form is to identify applicants that may have a conflict under the rules and regulations. The City will then determine whether an exception should be granted or requested. The City's Office of Management and Budget in cooperation with the Corporation Counsel, is responsible for conflict of interest determinations and the coordination of the exception process for federally assisted housing and community development programs.

Name of Applicant(s): _____

Applicant 1: _____

Applicant 1: I am employed at _____ in the position of _____

Applicant 2: _____

Applicant 2: I am employed at _____ in the position of _____

Business Name (if applicable): _____

Property Address: _____

Program Name: _____

I/We certify that **(Please ONLY check one option (1 or 2))**:

____1. I/we am/are NOT an employee, agent, consultant, officer, or elected or appointed official of the City of Rochester, and am NOT a relative of an employee, agent, consultant, officer or elected or appointed official of City of Rochester, nor part of any designated public agencies, business, or sub-recipients receiving CDBG or other Program funds.

____2. I/we AM/ARE an employee agent, consultant, officer or elected or appointed official of the City of Rochester OR I/we am/are a relative of an employee, agent, consultant, officer or elected or appointed official of the City of Rochester, or I/we am/are part of a designated public agency or worked any such agency within the last year, business or sub-recipient receiving CDBG or other Program funds.

I (___do) or (___do not) perform any duties relating to the Program.

For Family/Relative Affiliation:

_____ is the family member to whom I am related. (_____
(Name) (Relationship)

This family member is employed at _____ in the position of _____.

This family member (does) or (does not) perform any duties relating to the program.

Applicant #1

Signature _____ Date _____

Applicant #2

Signature _____ Date _____

STATE OF ILLINOIS)

COUNTY OF COOK) ss.:

On the _____ 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.

Notary Public/Commissioner of Deeds

EXHIBIT D
Pricing Schedule

EXHIBIT E
Consultant ARPA Certification

NAME OF CONSULTANT certifies that it has read and understands all requirements imposed by the City of Rochester and the U.S. Treasury with respect to both this Agreement, and the American Rescue Plan Act, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations issued January 6, 2022 and any amendments or updates thereto ("Final Rule"), the Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, dated June 17, 2021 and reissued on November 15, 2021, and reissued on January 6, 2022 and July 1, 2022, and any amendments or updates thereto ("Guidance Document") and without limitation, any other Local, State, and Federal regulations that apply to SLFRF funds. We understand that any funds not used for purposes authorized by such authority in the manner set forth by the City and the U.S. Treasury will require immediate surrender of funds, and could subject our organization to clawback of said funds. We fully understand and agree to comply with requirements related to eligibility and use of the funds provided by the City pursuant to this Agreement.

Further, we certify that neither we nor our principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, local, or Federal department or agency.

DATED: as of _____, 2023

NAME OF CONSULTANT

By: _____
Name: **NAME OF CONSULTANT**
Title: President

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

On the ____ day of May in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **NAME OF CONSULTANT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public/Commissioner of Deeds