

An Emergency Meeting of the City Council of the City of Newburgh was held on Wednesday, June 19, 2013 in the Council Chambers at City Hall, 3rd Floor, 83 Broadway, Newburgh, New York 12550. The Council Meeting began at 7:55 P.M. following an Emergency Work Session.

Present: Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

The Pledge of Allegiance was led by Mayor Kennedy followed by a Moment of Silence.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Timothy Hayes-el, City of Newburgh said that the Zion Lions have been here for 20 years and for the last four years they have not gotten a dime from the City.

Mayor Kennedy noted that the Council just agreed to give them \$5,000.00.

Timothy Hayes-el thanked the Council.

Mayor Kennedy reminded everyone that they gave \$5,000.00 to everyone who submitted a request for the grant money.

Kamisha Burden, City of Newburgh, said that \$5,000.00 is good but the money is being spread out to organizations that the kids aren't even going to. The top three Organizations are Pop Warner, the Band and Zion Lions and she asked the Council if they know how hard it is to take care of a group of kids because \$5,000.00 is not enough.

A City of Newburgh resident with Center for Hope said that Newburgh has a tarnished image and the youth are being talked about. What will \$5,000.00 for the Band do? They need more than that.

A Band member thanked the Council for the money and for keeping the Youth Bureau going because they look up to the staff there.

Jan Murchison, City of Newburgh, said that the things that are already in place need to be funded so that they can stay in place. She is saddened because the Mayor took her idea and said that it could not be done and then she turned around and put it on the Agenda for the Youth Bureau. They need to support the kids.

Hillary Rayford, Zion Lions, said that they have been here for twenty years when the YMCA turned their backs on them. She thanked the Council for the \$5,000.00 because they have been existing on money out of their own pockets. This is for the children. To add a component to an existing program what more could they possibly do? They already feed them, clothe them and teach life skills. They keep the kids off the streets and they are reaching out to add more kids. She told the Council to come check them out because the kids want to see them. They are representing the City of Newburgh and they are going to Florida for the Nationals because they have a reputation to uphold.

Barbara Smith, City of Newburgh, said that as a member of the CDBG Committee they sat for weeks and set up rules to abide by and said that they did not want to nickel and dime the money just to keep people quiet. All these years they have done CDBG funding and they have nothing to show for it. Why did they put a committee together and submit the forms to them if they were just going to take it on their own to give everyone \$5,000.00?

Janet Gianopolous, City of Newburgh, said that when the CDBG Committee was first formed she thought it was wonderful that we would have a committee of people to advise on this because we had so many criticisms in the past about where the money went. It seems like some people would like things to remain as they have been which is disappointing to her. She noted that there are many recreational activities going on at the Armory and that recreation should include everyone in the City.

Latoya, City of Newburgh resident, said that she supports the Youth Center and the things that they do. These services have been in place for fifteen to twenty years and look at our statistics. Look at the crime rate and the youth that are in and out of jail and school. She supports the Zion Lions and the Youth Bureau because they are good programs but is it enough? It seems like we are making these children into criminals and then punishing them for it. We have to uplift them. Stop fighting each other over money and do what is in the best interest of our children in this City.

Tamie Hollins, City of Newburgh resident and CDBG Committee Member, said that when they were looking over the proposals Mayor Kennedy stated that instead of doing all of the requests she would like to see that they do maybe three to five so that they could get more bang for the buck. It seemed

like a good idea because then they would maybe get \$20,000.00 or \$25,000.00 to do more and have a greater impact but the problem is that Mayor Kennedy brought a number of ideas to the table for programs that are already in existence.

A City of Newburgh resident came to listen tonight and all he and the other children in the room are hearing is everyone fighting over money. We make everyone look at Newburgh as if we are pathetic and you can see the meetings on YouTube. We have to do something different besides arguing. We are supposed to be one community helping the kids. The adults have to sit down and agree to disagree because this arguing is not helping.

Pastor Rosie, City of Newburgh, said that she thinks that one hundred percent of CDBG should go to the kids and not salaries.

Sheila Monk, City of Newburgh, thanked the Council for allowing each organization to get \$5,000.00. Life is priceless and our kids are dying and we are here fighting over money. Many of the young men and women want jobs but they have to go outside the City to get them.

Steven, City of Newburgh, said that there is nothing to do here. He thanked the Council for the \$5,000.00 but they need more activities for the kids to go to.

Pastor Thomas said that the adults are supposed to be role models for the young people and they shouldn't disrespect each other in public. The community has to come together. Instead of buying our young people expensive shoes and clothing, put that money to good use and stop looking to the City for everything. Teach the youth that they can have their own businesses and be entrepreneurs and stop looking for handouts.

A City of Newburgh resident said that she is a parent and she has graduates because of the programs here in the City of Newburgh. We need to make sure that the programs have the funds to help our kids.

A City of Newburgh resident said that the children in the Band pay dues every month and they have to keep a certain GPA. Many of these kids are on the Honor Roll and they go to School every day. They attend the 21st Century After School Program so that they can get help with the subjects that they are lacking in. They are not asking for a lot of money or handouts. They are asking for what is due for the children. There are children in the Band who are graduating and going to College but the problem is that they don't come back because there is nothing here for them. We have to find a solution to fix that.

A City of Newburgh resident said that she sees what the Youth Bureau and the Band do for the kids. \$5,000.00 won't fix everything and they will need more to continue.

Dr. Benilda Jones thanked all of the young people in the room for the way that they have conducted themselves this evening. She thanked Joy Pittman at the Youth Bureau for her efforts, tears, love and caring. She thanked Martiza and Derrick too. There was a cry for help and she got involved. She thanked the parents too and said that somehow by the grace of God we are going to get through this. She thanked the Council for considering and hearing them because they made a decision and did something. She added that these children should not be chastised about seeking handouts because these are not handouts. This money is for the children.

A resident of the City of Newburgh said that she thinks it is a good idea to disburse the money to all of the programs because they might help them to build character. They need something to work for. All of this yelling is getting them nowhere.

Martiza Wilson, City of Newburgh, said that she has worked for the City of Newburgh for twenty-eight years. The legacy that she, Joy and Derrick have created they want to continue by giving to each and every one of these kids. Many people don't realize that they have worked with shoestring budgets, no budgets and begging the community. She has seen many different leaderships sitting on this panel year after year and it is emotionally draining because they are constantly fighting for their future. They have partnered with many organizations that have the same goals and we can't continue to bypass them. She said that she loves this City and she loves her job because she feels that God has placed her here to provide quality service for the youth, families and seniors. We all need to come together and stop this fighting in-house and outside because it is tearing us apart and they can't work in the same capacity when they keep tearing each other down.

Derrick Walters, City of Newburgh, thanked the kids for coming tonight. He noted that this is not just a Band as many of these kids don't have a father at home. Some of them have lost families on the streets here and there have been many nights that he has gone out to talk to these kids and others. The City needs to utilize what they already have. He has been with the Youth Bureau for thirteen years and has helped create many programs with no money. They have taken money out of their own pockets to keep things going and the kids have raised money on their own.

A City of Newburgh resident said that she finds all of this very disheartening. She found it very insulting that one person came up and said that they were asking for handouts but this money is allocated and it has to be used in a proper way. They don't even take care of the programs that are already here. She is not in favor of Newburgh empowerment programs because we already have empowerment programs. Derrick Walters, Joy Pittman and Maritza Wilson have been empowering the youth so why give money to another entity that is going to create the same programs that are in existence already? She has seen Derrick and Joy take money out of their own pockets to help support the kids. Something has to give because \$5,000.00 today is equal to about \$1.00 and it is not enough money. We have to do something better.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments

RESOLUTION NO.: 126 - 2013

OF

JUNE 19, 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AWARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR YOUTH SERVICES AND AUTHORIZING AGREEMENTS WITH
SUB-RECIPIENT CONTRACTORS FOR FISCAL YEAR 2013**

WHEREAS, this Council approved the allocation of Community Development Block Grant (“CDBG”) funds and has designated a portion of its CDBG funding to be utilized as grants to Newburgh non-profit organizations serving young people; and

WHEREAS, the City has issued a request for proposals seeking services to address service delivery gaps in the development of youth programs which will reach high-risk youth and support activities that address the reduction of youth violence and gang activity, promote literacy and youth employment; and

WHEREAS, the CDBG Advisory Committee has reviewed the proposals and made recommendations for awarding funds to specific projects; and

WHEREAS, this Council wishes to award funds to the sub-recipients identified below; and

WHEREAS, an agreement is required between the City of Newburgh and a sub-recipient of CDBG grant funds prior to the distribution of funds to the sub-recipient; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) funds will be made available to the sub-recipients after services have been rendered and approved by City staff and released through the HUD accounting system; and

WHEREAS, a copy of such sub-recipient grant agreement is annexed hereto and made a part of this resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the CDBG funds are awarded and the Interim City Manager be and is hereby authorized to execute a sub-recipient agreement between the City of Newburgh and the following sub-recipients:

Organization	Funding Requested	Project Description
SUNY Orange	\$5,000	STEP Program: Students Taking an Effective Path to Success addresses improving educational outcomes for 15 young people
Newburgh Armory Unity Center	\$5,000	Summer Weekend Program: Launch weekend program including reading, gardening and sports (evening basketball and workshops).
Ebenezer Baptist Church	\$5,000	Hook Elite Boxing Club: funding boxing program including mentoring at risk youth.
Nora Cronin	\$5,000	Graduate Support Program: Funding a middle school graduate mentor program to assisting students to transition into high school.
Literacy Orange	\$5,000	Afterschool Reading Program: financial literacy program and family literacy development for 16 7th, 8th, & 9 th graders.

YMCA	\$5,000	Leaders Club: Provide Leadership training, personal growth and development to Newburgh Youth providing teens with role models.
Northeast Gateway to Freedom	\$5,000	Kidz Initiative: an after school dinner & Life Center. Summer Initiative. Funding weekly field trips
Newburgh Zion Lions	\$5 ,000	Summer Basketball League
O.C. Hoops	\$5,000	The Rock Roundball Classic: Grass Roots summer basketball program to be located at the Armory

Youth Empowerment Program	\$5,000	YEP: Funding to support mentoring and life skills, educational support, literacy program.
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Holy Trinity	\$5,000	Summer Olympics: Funding for 2 week, 9 sport summer Olympics.
BBBS	\$5,000	Mentoring Program: expanding their impact on Newburgh Community
Total Funding to be Awarded:		\$60,000

Mayor Kennedy said that some accusations were made tonight and Jan Murchison was right. She and Charles Kimbrough came to her last year because they wanted to do something for the children that they said was not being addressed in regular programs. She did not forget what they brought to her and she kept stewing on it because these young kids were not getting what they needed. They are not getting the programs and they need someplace to go. Charles Kimbrough explained to her that they needed a place that was safe for when fights break out so they can go to deescalate and help them solve problems. She kept trying to think of a way to make that happen and this started back in February long before any discussion with the Youth Bureau. What came out of that was how to start something so they would have services late at night from three in the afternoon to midnight. A safe place for kids to go where they would have dispute resolution and problem solving skills and someone that they could talk to. There was no such other program in the City such as that. Nothing like that existed. She said that she cares about these kids more than anyone can know and she thanked all of them for coming tonight. She wanted everyone to know where the idea came from.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

126-13

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20____

BY AND BETWEEN:

NAME: _____

ADDRESS: _____

FEDERAL EMPLOYER ID #: _____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the 'SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as listed below:

PROJECT NAME: _____

PURPOSE: _____

and;

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement; and

WHEREAS, City wishes to engage the sub-grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I. SCOPE OF SERVICES

(1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

(5) The Sub-grantee agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. TERMS OF CONTRACT

- (1) The services of the Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein.
- (2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

- (1) Upon request by the Sub-grantee, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the Executive Director of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed) DOLLARS as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Attachment "2".

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a:

_____ monthly
 X quarterly
_____ semi-annual

basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) The sum of (\$) _____ DOLLARS during the first month of the approved program as start up costs; and

(b) For each succeeding: _____ month
 X quarter
_____ semi-annual

period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

(c) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the Executive Director of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Agency from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

BODILY INJURY LIABILITY

Each Person
\$1,000,000

Each Occurrence
\$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

WITNESS BY:

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS

By _____
City Manager

BY: _____

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

ATTACHMENT I
Reporting Requirements

The Sub-grantee will submit a final report to be included in the requisition of payment for expenses. The outline for the report is as follows:

- I. Progress to date on each objective, goal and performance standard.
- II. Summary of outreach efforts, including specific information on how the Sub-grantee confirmed the income eligibility of each program participant. *Reminder: CDBG regulates that funds be expended for individuals earning less than 80% of the Area Median Income (AMI). A minimum of 51% of all program participants who benefit from the program being funded under CDBG must qualify on an income basis.*
- III. Monthly goal for each activity will be listed and accomplishments during the month. Where the goal has not been achieved, explanations as to the reason for not meeting the monthly goal are to be given and the proposed course of action to insure that future goals will be met is also to be set forth.
- IV. Budget report (format attached)
- V. Indicate the Census Tract in the City of Newburgh within which the program activities were held.
- VI. Demographic data for all program participants:
 - a. Total number of participants served during the reporting cycle.
 - b. Overall Age Range: _____ years to _____ years
 - c. Age breakdown of participants.
%____: 0-4 years %____: 5-9 years %____: 10-15 years
%____: 16-20 years %____: 21+ years
 - d. Income breakdown of participants (numbers not percentages).
_____ Receive SSI
_____ Receive free lunch via the Newburgh Enlarged School District
_____ Receive some level of public assistance
_____ Do not receive any public assistance.
 - e. Gender breakdown of participants (numbers not percentages).
_____ Female _____ Male
 - f. Ethnic breakdown of participants (numbers not percentages).
White _____ White Hispanic _____
Black/African American _____ Black Hispanic _____
Asian _____ Asian & White _____
American Indian/Alaskan Native _____
Native Hawaiian/Other Pacific Islander _____
Black/African American & White _____
Other multi-racial _____
American Indian/Alaskan Native & Black/African Amer. _____

This demographic data is required by HUD to be reported by the City of Newburgh and is a condition of on-going CDBG funding.

Attachments Required: Please attach copies of all marketing materials, photographs, etc. utilized for this program.

ATTACHMENT III
Proposed Scope/Program

RESOLUTION NO.: 127 - 2013

OF

JUNE 19, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AGREEMENT WITH LISCUM McCORMACK
VANVOORHIS, LLP FOR DESIGN AND ARCHITECTURAL SERVICES
IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) FACADE/ STOREFRONT PROGRAM TO REVITALIZE
BROADWAY**

WHEREAS, Community Development Block Grant (“CDBG”) 2013 Annual Action Plan allocates \$175,000 for the improvement of facades along Broadway;

WHEREAS, the City Council has determined to use certain Community Development Block Grant Funds to retain the design and architectural services in connection with and in support of said program; and

WHEREAS, a request for qualifications was issued to secure these services; and

WHEREAS, Liscum McCormack VanVoorhis LLP responded to this request and exhibits sufficient professional experience in architectural design and historic preservation to provide the services needed for the prospective projects to be funded under this grant program; and

WHEREAS, the City wishes to retain Liscum McCormack VanVoorhis LLP, to provide said services via an agreement; and

WHEREAS, a copy of the scope of services to be provided under such agreement is attached hereto; and

WHEREAS, this Council has determined that entering into such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute such agreement, with such terms and conditions deemed necessary and appropriate by the Corporation Counsel, with Liscum, McCormack, VanVoorhis, LLP to provide for design and architectural services to the City of Newburgh in connection with the Community Development Block Grant (“CDBG”) Façade/ Storefront Program, such services to be compensated with funds allocated for same under the Community Development Block Grant budget.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

SCOPE OF SERVICES

- **Project Review and Analysis**

The City and the selected Consultant will meet with each participating property owner to develop plans for the proposed storefront/façade improvement.

The Consultant shall prepare a concept design which includes a report describing how the design satisfies all building department/ permitting requirements. After the City and property owner accept the design and acknowledges acceptance of the report, consultant will be authorized to proceed.

Product: Project analysis, concept design and recommendation report.

- **Completion of Architectural Plans**

Upon completion of architectural plans, the Consultant will pursue and secure all required approvals from ARC. Coordination with the City and the property owner as needed.

Products: Completion of plans and required approvals received.

RESOLUTION NO.: 128 - 2013

OF

JUNE 19, 2013

**A RESOLUTION AMENDING RESOLUTION NO.: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO REALLOCATE SALARY AND BENEFITS OF \$10,877.00
FROM THE YOUTH VOICE TO YOUTH BUREAU DEPARTMENT FOR
THE PURPOSE OF FUNDING YOUTH SERVICES SPECIALIST POSITION
FROM JULY 1, 2013 TO AUGUST 31, 2013**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
FROM:			
A.7318	Youth Voice		
.0110	Temporary	\$ 8,438.00	
.0810	Retirement	\$ 1,764.00	
.0830	Social Security	\$ 646.00	
.0835	MTA Tax	\$ 29.00	
TO:			
A.7310	Youth Bureau Department		
.0101	Salary		\$ 8,438.00
.0810	Retirement		\$ 1,764.00
.0830	Social Security		\$ 646.00
.0835	MTA Tax		\$ 29.00

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 129-2013

OF

JUNE 19, 2013

A RESOLUTION AMENDING RESOLUTION No.: 223-2012, THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ALLOCATE \$32,264.49 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PURPOSE OF FUNDING YOUTH SERVICES COORDINATOR FROM JULY 1, 2013 TO DECEMBER 31, 2013 AND TWO PART TIME PROJECT COORDINATORS FROM SEPTEMBER 6, 2013 TO DECEMBER 31, 2013

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No.: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

A.7310	Youth Bureau Department	
	.0101 Salary	\$30,516.63
	.103 Part-Time Salary	\$ 6,300.00
	.0810 Retirement	\$ 6,266.00
	.0830 Social Security	\$ 2,294.00
	.0835 MTA Tax	\$ 102.00
TOTAL:		\$38,036.70
	To Be Allocated From the Following Funds	
	CD1.8686.8095.2011:	\$10,000.00
	CD1.8686.8095.2012:	\$28,036.70

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 130 - 2013

OF

JUNE 19, 2013

**A RESOLUTION APPOINTING THE CITY CLERK OF THE CITY OF
NEWBURGH AS THE LOCAL AGENT FOR THE RECEIPT OF NOTICES OF
CLAIM FROM THE NEW YORK STATE SECRETARY OF STATE UNDER
THE UNIFORM NOTICE OF CLAIM ACT**

WHEREAS, the Uniform Notice of Claim Act became effective on June 15, 2013, which amends the New York State General Municipal Law to allow notices of claim against municipal corporations to be served on the New York State Secretary of State, and requires each municipal corporation to file with the New York State Department of State a certificate that designates the Secretary of State as the municipal corporation's agent for service of notices of claims and that identifies the name and address of an officer, person or designee to which the Secretary of State will forward notices of claim served upon the Secretary against said municipal corporation; and

WHEREAS, the City Council of the City of Newburgh finds appropriate to appoint the City Clerk as the officer to whom the Secretary of State shall forward any notices of claim served on the Secretary against the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby designates the New York State Secretary of State as the City of Newburgh's agent for service of notices of claim against the City and appoints the City Clerk of the City of Newburgh as the officer to whom the New York State Secretary of State will forward all notices of claim against the City of Newburgh served on the Secretary in accordance with the provisions of the Uniform Notice of Claim Act.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

There being no further business to come before the Council the meeting adjourned at 8:50 p.m.

**LORENE VITEK
CITY CLERK**