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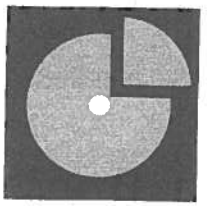


LANGSTON HUGHES INSTITUTE
CENTER FOR CULTURAL HISTORY & ARTS EDUCATION

'Coming Together'

February 16, 2012

To: Erie County Clerk of THE LEGISLATURE 4TH FL.

From: Langston Hughes Institute, Inc.

Re: Legislature Arts and Cultural Organizations Allocation

Pursuant to the notice of funds allocation for arts and cultural services, attached please find Program Services Description and Budget.

Contact Person: Michael Hill, Services Director

716 – 844 - 8831

136 Broadway, Buffalo, New York 14203 (716) 844-8831 Fax (716) 931-5765 Langstonhi@yahoo.com

'Building for Posterity'

Art and Culture in Public Places

A Community Service Project
Langston Hughes Institute

Description of Service

Art and Culture in Public Places is a service utilizing experienced teachers and Professional Artists who engage in arts, creative learning and cultural history education and training in bringing various mediums of the Arts and Cultural Heritage to public places and facilities in the City of Buffalo. Additionally, the project provides community development and community organization activities for youth and young adults and seniors, by engaging neighborhood residents in the implementation and production of art and culture in public places.

Langston Hughes Institute (LHI) will collaborate with community based organizations and the Johnnie B Wiley Amateur Athletic Pavilion. Utilizing the Sports Pavilion as the service site for the project would entail the use of the building facility and available grounds (separate from playing fields). The facility and grounds would house our expected enrollee population of 25-30 youth between 10-17 years of age with other student internship support. Under the supervision of an experienced project manager and five (5) Artists/Mentors, these youth and interns would engage in approximately 15 - 20 hours of activities on site per week.

Being aware that the JBW Sports Pavilion facility is a community based center for service to the community and provides usage to diverse groups for meetings and activities, this proposal is not for exclusive usage by the Langston Hughes Institute during the proposed schedule. The Project proposes usage of large meeting room, conference room, computer room, food service area, storage space and grounds adjacent to the building. Secured storage space is required as exclusive, accessible by LHI project staff and J B Wiley Board (and/or designee only). All other spaces can be cooperatively coordinated for use on a daily basis during the twelve weeks of the project based on scheduled commitments of the J B Wiley Board.

The project presents four (4) terminal objectives to be accomplished during the planned twelve (12) weeks of the project:

(1) At each public site there would be an arts activity or visual art installation, either temporary or permanent;
(2) At Johnnie B Wiley facility there would be a community event presentation of arts and culture;
(3) Video documentation of the activities of the project;
(4) Project evaluation and collaborative assessment.

The artists will provide arts, technology and crafts instruction to students for the purpose of presentation of their arts creations in designated neighborhood and community locations. The art creations will include expressions in Visual Art, Communications Media, and Media Art, Dance and Music. Educators engaged in literary arts and African American Heritage will provide writing and poetry training.

The project will be initiated with an Arts contest for youth (**Inspired Art**) targeted to the City Council Districts of the proposed project locations. Artist/Mentors will review and evaluate the

submissions. Based on quality of work and ideas, youth submitting will be awarded and invited to participate in the project.

We propose that the Johnnie B Wiley Sports Pavilion become the site location for the delivery of the **Art and Culture in Public Places Project** for a twelve week period. Weeks 1 through three will be utilized for Arts Contest Outreach and evaluation. This will be followed by six (6) weeks of learning and production activities, followed by a community event and three weeks of project follow up evaluation with Artists/Mentors, participating students and collaborating partners.

Scheduling for the project during July and August would provide for six (6) days per week access to the facility from 9:00am to 7:00pm, Monday through Saturday. The proposed schedule provides for variations in Artists and students schedules (summer school, employment) and assures sufficient access to allow for weather delays when outside activities are not possible at the other community sites. Additionally, while actual student training on site is planned for 15 – 20 hours, project coordinating, Artists/Mentors meetings storage and supplies distribution.

A model schedule for July and August would entail:

Monday	Administrative and Artists meeting day
Tuesday	Group A training meeting 10am – 12pm
Wednesday	Group B training meeting 1pm – 3pm
Thursday	Group C training meeting 10am – 12pm
Friday	Group D training meeting 5pm – 7pm
Saturday	All Groups training meeting either morning or afternoon

During September and October a model schedule would provide for continuation of training during after school hours Tuesday through Friday 4:30pm – 6:30pm and Saturday morning or afternoon.

Proposed Locations for presentation arts and cultural heritage activities include the following:

- Rosa Gibson-Garden of Love
- Martin Luther King, Jr. Park
- Broderick Park
- Johnnie B Wiley Athletic Facility
- Jefferson Avenue Art Park
- Michigan Avenue Under Ground Rail Road/African American Heritage Corridor

Proposed Duration of Project and Facility Usage

We are requesting facility Usage from 8/1/2011 through 10/31/2011.

Proposed Consideration for Usage

During this period, LHI would provide Insurance coverage and daily maintenance. Through requested support refurbish areas as needed for public use will be accomplished. This may encompass new

carpeting, carpet cleaning and painting as necessary.

Funding of the Arts and Culture in Public Places Project:

We propose this project to be a sponsored project of LHI, JB Wiley Sports Pavilion, and co-sponsored with the support of collaborating organizations and local businesses.

Project Budget allocation authorized by Langston Hughes Institute $8,500.

Project Budget

Arts/Culture Educators.....	2,880
Art Contest.....prizes, print materials	3,000
Art Supplies.....	2,500
Student Supplies .....notebooks, paper, pencils	500
T Shirts	500
Facility Maintenance	2,400
Transportation Services Van/bus rental.....	3,400
Refurbishing .....painting walls, carpet cleaning/replacement...	2,500
Space usage	In Kind
Utilities	In Kind
Community Event: equipment rental, refreshments, entertainment	$5,000
Total	**$22,680**

LANGSTON HUGHES INSTITUTE, INC.

FINANCIAL STATEMENTS

Nine months ended September 30, 2011

(With Independent Accountants' Compilation Report)

TS&Co.

Toski, Schaefer & Co., PC
CERTIFIED PUBLIC ACCOUNTANTS

5530 Sheridan Drive, Suite 3B
Williamsville, NY 14221
716-634-5400
Fax: 716-634-7170

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

The Board of Directors
Langston Hughes Institute, Inc.:

We have compiled the accompanying statement of financial position of Langston Hughes Institute, Inc. as of September 30, 2011 and the related statement of activities for the nine months then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statements of functional expenses and cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements of functional expenses and cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Toski, Schaefer & Co. P.C.

December 15, 2011

Langston Hughes
Statement of Financial Position
9/30/2011

	Sep 30, 11
ASSETS	
Current Assets	
Checking/Savings	
Cash - M & T - 3015	59,695.87
Total Checking/Savings	59,695.87
Other Current Assets	
Prepaid Insurance	3,650.62
Total Other Current Assets	3,650.62
Total Current Assets	63,346.49
Fixed Assets	
Building Development	
Deposit on New Building	20,000.00
Appraisal	1,750.00
Architecture & Engineering	47,620.64
Legal Expenses	7,500.00
Total Building Development	76,870.64
Total Fixed Assets	76,870.64
Other Assets	
Security on Lease	1,161.00
Sale of Building Escrow Account	173,387.47
Total Other Assets	174,548.47
TOTAL ASSETS	314,765.60
LIABILITIES & EQUITY	
Equity	
Retained Earnings	368,599.16
Net Loss	-53,833.56
Total Equity	314,765.60
TOTAL LIABILITIES & EQUITY	314,765.60

SEE ATTACHED INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Langston Hughes
Statement of Activities
Nine months ended 9/30/2011

	Jan - Sep 11
Ordinary Income/Expense	
Income	
Contributions - Business	1,527.00
Contributions - Individuals	276.01
Total Income	1,803.01
Expense	
Rent	6,072.00
Bank Service Charges	0.00
Donations	351.20
Equipment Rental	107.92
Insurance	6,095.34
Internet Services	2,288.07
Miscellaneous Expense	361.27
Office Expense	1,679.00
Postage	8.80
Professional Fees	5,615.33
Subcontractors - Michael Hill	30,000.00
Supplies Expense	753.71
Telephone	297.50
Travel	300.00
Utilities Electric	580.29
Utilities Gas	926.14
Total Expense	55,636.57
Net Loss	-53,833.56

SEE ATTACHED INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

BY-LAWS (CONSTITUTION)

Langston Hughes Institute, Inc.

136 Broadway

Buffalo, New York 14203

Revised by the Constitution and By-Laws Committee – May 2003
All previous editions are obsolete.

Mission Statement and Brief History:

The Langston Hughes Institute, Inc. was founded in 1968 as the A.P.S. Creative Arts Center, Inc. It continued under that name until 1984 when its name was changed to the Langston Hughes Institute, Inc. The change was made to be consistent with the name under which its programs were operated, and in tribute to the contributions to African American literature made by Langston Hughes.

The Institute provides educational, cultural and programs that have a communal world focus. Its primary objective is to create a positive image of self and instill positive motivation in the community's youth. The Institute provides disadvantaged youth with vocational skills, and appreciation for the cultural aspects of society and an alternative environment.

The Langston Hughes Institute, Inc. has provided continuous services to the community since 1968. In 1971 the City of Buffalo, as part of a community Block Grant known as "Model Cities," funded seventy-one (71) human services programs. The Langston Hughes Institute was one of twenty-three (23) minority operated programs. The Institute is the only African American organization still providing services and is one of only nine (9) of the seventy-one (71) Buffalo "Model Cities" programs still in operation.

Freedom's Plow

The eyes see there materials for building,
See the difficulties, too, and the obstacles.
The hand seeks tools to cut the wood,
To till the soil, and harness the power of the waters.
Then the hand seeks other hands to help,
a community of hands to help —
Thus the dream becomes not one man's dream alone,
But a community dream.
Not my dream alone, but *our* dream.
Not my world alone,
But *your world and my world*,
Belonging to all the hands who build...
Langston Hughes

Article I Corporate Name:

The name of this corporation shall be Langston Hughes Institute, Inc.

Article II Incorporation:

The institute shall be incorporated by the State of New York and shall function in accordance with the laws hereof.

Article III Purpose:

The purpose of the institute shall be:

1. **To establish in the City of Buffalo, State of New York, an institute designed to encourage, promote, develop, educate, and otherwise facilitate the development of interest, appreciation, abilities, and talents in the Creative and Technical Arts.**

2. **To establish in the City of Buffalo, State of New York, an institute designed to encourage, promote, develop, educate, and otherwise facilitate the development of interest, appreciation, abilities, and talents in diverse Cultural Arts. This includes, but in no way limits the institute to, the housing and permanent display of works of art, the acquisition of works of art by purchase and/or donation, and the temporary display of diverse cultural works of art and for this end the KUSH MUSEUM will be hereby designated as the repository. It shall be the duty and responsibility of the repository to actively carry out this mission under the direction of its Curator. The institute shall provide and ensure artistic freedom. The institute shall provide opportunities for interested persons to participate in organized and planned activities.**

3. **To establish in the City of Buffalo, State of New York, an institute designed to sponsor workshops and classroom courses in the creative and technical arts, current and emerging technologies, and vocational and rehabilitational education and training through the use of traditional and/or innovative instructional methodologies.**

4. **To establish in the City of Buffalo, State of New York, an institute designed to encourage and promote the development of interest, appreciation, abilities, and talents in the performing arts and to provide and ensure artistic freedom. The institute shall provide opportunities for interested persons to participate in organized and planned activities.**

5. **To establish in the City of Buffalo, State of New York, an institute designed to encourage and promote ECONOMIC SELF EMPOWERMENT. To encourage broad community participation sponsored by Langston Hughes Institute, and any developmental course associated with this endeavor.**

6. **To establish in the City of Buffalo, State of New York, an institute to acquire property, real and personal by grant, gift, purchase, or bequest, and dispose of such property as the purpose of the corporation shall require, subject to such limitations as may be prescribed by law or the constitution of Langston Hughes Institute. Such property must be acquired solely for the benefit of Langston Hughes Institute and not for personal profit. The Corporation shall be organized and operated in such a manner that no part of its net earnings shall benefit any Langston Hughes member or private individual. The Langston Hughes Institute, Inc. activities shall be directed towards the AT RISK COMMUNITY particularly but not necessarily confined to those whose environment and economic circumstances frustrate, deprive or limit opportunities for initiation and sustained growth in these endeavors.**

The Langston Hughes Institute shall not participate in, or endorse the candidacy of any individual for Public Office or Political Party.

The Langston Hughes Institute, Inc. is an equal opportunity Affirmative Action employer and organizer.

Article IV Board of Directors:

Section 1. **Power of the Board:**

The Board of Directors are responsible for the overall management of the Institute and may set policies and establish regulations it deems necessary to discharge this responsibility providing such regulations do not conflict with the Constitution and By-Laws or any Federal, State, or Local Laws.

The Board shall assume the following responsibilities:

Establishment of guidelines to regulate the participation of agencies that cooperate with Langston Hughes Institute in the discharge of its programs and services.

Approval of all contractual agreements with Langston Hughes Institute Sponsored Programs to insure that they are consistent with the policies of the Institute.

Hiring of the President & C.E.O., and the hiring of the Executive Vice-president and the evaluation of both his/her performances (based on the established criterion) on a regular and systematic basis.

Approval of the hiring of all vice-presidents by the President & C.E.O.
Approval of all Salaries and Benefits of all employees of the Institute.
Establishment of guidelines to ensure Strict Fiscal and Program accountability, and the proper control and maintenance of the Institutes consumable and non-consumable properties.
The Board shall approve all provisions of the Annual Audit and Annual Budget of the Institute and shall have line item veto power over the Annual Budget.

Section 2. **Officers:**

The Officers of the Board of Directors shall consist of: A Chairperson, Vice-Chairperson, Secretary, Treasurer and Parliamentarian. One person may not hold more than one office at any one time. A non-voting office of Chairperson Emeritus will be created. The office of Chairperson Emeritus will be the only compensated office and the officer shall be contracted as a consultant to the Board of Directors and serve at their pleasure.

Section 3. **Members:**

The membership of the Board of Directors shall not be less than five (5) and not more than seventeen (17). A person may be elected a member of the Board upon receiving a majority vote of those in attendance, providing there is a quorum.

(A) **Persons elected to the Board should meet high Standards of Commitment, Public Service, Civic Responsibility, Personal Reputation, Maturity, and Achievement. Any person can make application to become a Board member of Langston Hughes Institute, Inc.**

(B) **A director of the corporation shall perform his or her duties as a director including his or her duties as a member of any committee of the board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with such judgment as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons or groups listed in paragraphs (i), (ii), and (iii) of this Section 3; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her duties shall not have any liability by reason of being or having been a director of the**

corporation. Those persons and groups on whose information, opinions, reports, or statements a director is entitled to rely are;

i One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matter presented;

ii Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence;

iii A committee of the Board upon which he or she does not serve, duly designated in accordance with the provision of the Articles of Incorporation of the By-laws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

(C) The Board of Director may extend to a fellow board member a leave of absence not to exceed one (1) year. A Board member must first seek such leave of absence in writing and the request must be approved by a majority of thee Board of Directors. A Board member granted leave will be Exempt from the Expulsion Provision, under Article IV, Section 6 of these by-laws.

Section 4. Meetings:

There shall be ten (10) meetings every third Thursday of the month during September through June. There shall be an Annual meeting to be held in October of each year. The board will conduct such business as it deems necessary, i.e. By Laws, election of Directors and officers and annual reports.

Section 5. **Quorum:**

A quorum for purposes of establishing a constitutionally approved meeting/decision may be established through a members written statement conveying proxy vote to the chair for such purposes the member agrees.

Article IV

Section 6 **Expulsion of a Board Member:**

Any member may be expelled from the Board of Directors when he/she is absent without prior notification for three (3) consecutive regular meetings. Excess absence with prior notification, (absence excused by the Chairperson not to exceed three (3) consecutive regular meetings), will constitute action by the Board regarding expulsion. A member may also be expelled from the Board membership for behavior deemed detrimental to the best interest and integrity of the Institute. All action of expulsion shall require approval by a vote of three-fourths (3/4) majority of member of the Board. Final action to expel a member of the Board shall not take effect without written and official notice to the member in question by Registered mail. Such notice shall be given at least thirty (30) days before any action is taken affording the member an opportunity to prepare and appeal in writing or person for submission to the Board at the next monthly meeting.

Section 7 **Duties and Responsibilities of Board Officers:**

Chairperson:

A. **Preside over and conduct all meetings in accordance with Robert Rules of Order and provide each member with a copy of the rules of order.**
B. **Schedule all meetings and prepares the agenda**
C. **Vote on matters only if decisions require a tie breaker**

D. Assures that the goals and objectives of the Institute, as approved by the Board, is carried out
E. Shall have the authority to call an emergency meeting, in accordance with Article 4, Section 4.
F. Shall be one of the officers listed on bank accounts for signature.
G. Shall chair no committee other than the Executive Committee

Vice-Chairperson:

Shall assume all duties and responsibilities of the chairperson in his/her absence

Treasurer:

A. Shall report the financial status of the Institute at each Board meeting and at the Annual meeting
B. Responsible for obtaining necessary financial information from the accountant of the Institute
C. Shall be one of the officers listed on bank accounts for signature

Secretary:

A. Shall accurately record and maintain records of all official actions of the Board and other matters as appropriate.
B. Shall record the minutes of each meeting and present minutes of the previous meeting at the beginning of each Board meeting (providing such minutes have not been mailed prior to the scheduled meeting)
C. Is responsible for all correspondence of the Board, including notification of meetings as directed by the Chairperson.
D. Shall be one of the officers listed on bank accounts for signatures.

Section 8. **Terms of Office:**

Officers:

Each officer of the Board of Directors shall hold office for one (1) year per elected term.

Members:

Board members shall be elected to serve a designated term of office (2 yr., 3 yr., or 5 yr.) with one-third (1/3) of the being elected at the expiration of each term.

Section 9. Filling and unexpired term vacancy of a Board Member

It shall be the responsibility of the chairperson to fill unexpired terms of any Board member. Nominations may be made from the floor by any member of the Board. Any nomination must be approved by a majority vote of the Board to become effective, providing a quorum is present.

Article V Committees:

Section 1. **Executive Committee:**

This committee shall be composed of the Chairperson, Vice-chairperson, Treasurer, Secretary, appointed Attorney, and the President & C.E.O. This body is entrusted with managerial skills; and will spearhead policy making decisions approved by the general body; and will ensure the execution of laws, policies, plans, duties, and public affairs of the Board. The outside attorney and C.E.O. shall not have voting privileges.

Section 2. Budget and Audit Committee:

This committee shall be composed of the Treasurer and at least three (3) other Board members, and to include the President & C.E.O. This body is mandated to perform the following duties: Audit all financial records annually (especially by and independent CPA). Prepare an annual budget. Both the Financial statements and approved Budget are to be prepared for the Langston Hughes Institute Annual Meeting required public reports. Quarterly Financial statements shall be prepared for regular Board meetings, and to ensure all records are computerized and updated.

Section 3. Constitution and By-Laws Committee:

This committee shall be composed of a Chairperson and two (2) other Board members to oversee compliance with the Certificate of Incorporation approved by the State of New York; and to upgrade the By-Laws and expand the Mission Statement; and to prepare any legal amendments apropos to the operation of the Langston Hughes Institute. This committee chairperson shall be knowledgeable of Oleck's "Parliamentary Law for Nonprofit Organizations" (American Law Institute-American Bar Association Joint Committee, 1979), and also "Roberts Rules of Order".

Section 4. Personnel Committee:

This committee will be responsible for reviewing the performance of the President & C.E.O. in the supervision of the staff and the overall Administrative Operations of the Institute. This committee will make recommendations for hiring or firing the C.E.O., based on the terms of the job description for the C.E.O., this committee will be responsible for conducting and supervising all Langston Hughes Institute programs contracted by government agencies, at least two (2) times during and after the contract period. Members on this committee shall consist of one member appointed by the Chairperson and at least two (2) other Board members nominated and approved by a majority vote of the Board provide a quorum is present.

Section 5. **Membership and Public Relations Committee:**

This committee will maintain a current roster of members and prospective members from the Community at-large. An annual membership drive must be part of the Institute's calendar. An aggressive public relations campaign will be carried out by this committee within the guidelines approved by the Board of Directors and as directed by the chairperson.

Section 6. **Nomination and Election Committee:**

This committee shall prepare for the approval by the Board a slate of candidates for office and membership. It shall be the responsibility of this chairperson to make available to the Board appraisal of each candidate to assure that selection will be in the best interest of the Institute. The slate of candidates shall be presented to the Board of Directors one (1) month prior to the annual meeting, at which time oath of office is conferred. The election of officers and members shall be by Secret Ballot and to be held on the last regular scheduled meeting prior to the Annual Meeting.

Section 7. **Project Development Committee;**

This committee will be composed of four (4) Board members, and the Board Attorney, and the President & C.E.O., Board Attorney and President & C.E.O. shall not have voting privileges. This committee shall identify and implement tasks and activities which have a direct impact on our long-term growth and development; prepare a strategic investment plan that includes a financial plan, long range investment plan, and prepare phased construction plans designed to house commercial and non-commercial space.

Section 8. **Cultural and Education Program Committee;**

This committee will be responsible for promulgating the philosophy of African and African-American Culture, via the established KUSH Museum; and to establish a memorial to our enslaved Ancestors; and to expand the alliance with traditionally Black schools and educators; and to expand the Cultural Arts Alliance; and to expand the Tutoring and Monitoring Programs; and to inculcate upon the minds and hearts of all human being that the continent of Africa is reputed to be the "Cradle of Civilization" and the "Seat of Humanity".

Section 9. **Special Events & Public Relations Committee;**

The function of this committee is to plan and implement fundraising and special events for Langston Hughes Institute. This committee is responsible for preparing mainline events such as Kwanzaa, Black History Month, Buffalo Caribbean Festival, and the Annual Meeting. Special budgets must be in place before any events are approved by the Board. Committee members appointed from the Community-at-Large have no voting privilege. The committee chairperson will coordinate with the President & C.E.O. of the Langston Hughes Institute Board approved activities and programs.

Section 10. **Foundations and Corporations Committee;**

This committee is responsible for spearheading fundraising for the Institute by establishing a working relationship with Top Corporations and Foundations in this Country, to bring about sound financial support from the private and public sector; and to seek ways and means to hire a full-time professional Grants and Proposal writer.

Section 11. **Building and Grounds Committee;**

This committee is responsible for overseeing all building and program facilities; and to establish sustained security measures such as fire, alarm, maintenance, equipment inventory, parking area; and to play a role in establishing computerized and video security control center in the main lobby of the 25 High Street facility.

Section 12. **Ad Hoc Committee;**

This committee is responsible for insuring that goals and objectives of the Langston Hughes Institute Board are met on an annual basis. The chairperson is responsible for overseeing the strategic direction of the Board and helping individual committees reach their specific goals. In addition, the chairperson and committee members are responsible for facilitating special meetings to set new goals and keep the existing goals in front of the Board committees.

Article VI Institute Staffing;

Section 1. **Full-Time Positions:**

Full-Time positions at the Langston Hughes Institute shall include, but not limited to:

- **A. President & C.E.O.**
- **B. Executive Vice-President**
- **C. Vice-Presidents**
- **D. Executive Assistant**
- **E. Administrative Assistant**
- **F. Curator of the Art Gallery**
- **G. Accountant**
- **H. Professional Grants Writer**

Section 2. **Part-Time Positions:**

Part-Time positions at the Langston Hughes Institute shall include, but not limit to:

A. Clerical Staff
B. Security

Section 3. **New Positions:**

New positions will not be created without prior approval by a majority vote of the Board, provided a quorum is present.

Section 4. **Duties of the Staff:**

Staff duties will be directed by a written job description.

Article VII Amendments to the By-Laws:

Amendments to the By-Laws and Constitution of the Institute may be proposed by any member of the Board. To be considered, the proposal must be submitted in writing and presented to the Board at least twenty-five days prior to a regular meeting or a meeting called and announced to consider proposed amendment (s). To be approved, a proposed amendment must receive at least three-fourths (3/4) of the votes of all Board members in good standing.

CULTURAL SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2012 by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), **and LANGSTON HUGHES INSTITUTE, INC.** (the "Organization"), a not-for-profit corporation, having its principal place of business at 25 High Street, Buffalo, NY 14203.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2012 Budget for the purpose of making a conditional grant to the Organization.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is hereto attached and incorporated herein as Exhibit "A" (the "Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 24 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Fifteen Thousand Dollars ($15,000.00) payable as follows:

50% thereof or $7,500.00 within 60 days of the execution of this Contract; and
50% thereof or $7,500.00 on July 1, 2012.

Payments shall be made on invoices submitted to the Erie County Department of Environment and Planning (the "Department") and approved by the Department. The Department will approve payments once it has received required supporting documentation as described in Exhibit "A".

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Erie County Budget Director ("Budget Director"), pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget

and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract be controlling with respect to any interpretation of the meaning and intent of the parties.

9. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Erie.

10. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

11. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contact may be disallowed by the County and shall be subject to refund by the Organization to the County.

12. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

13. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

14. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own

expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

15. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

16. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

17. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

18. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability – with a minimum combined single limit of bodily injury and property damage of $1,000,000 per occurrence and general aggregate of $1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: www.wcb.state.ny.us.

19. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the

power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

20. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

21. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

22. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

23. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County.

24. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

25. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

26. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

27. Nothing herein is intended or shall be construed to confer upon or give to any third party or

its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

28. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

29. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner of Environment and Planning
95 Franklin Street, Room 1012
Buffalo, New York 14202

with a copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first stated above.

30. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would

limit or prohibit the Organization from fully performing the terms and condition of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

_____
MARK C. POLONCARZ
Erie County Executive

By: Dorothy E. Hill
Name: Dorothy E. Hill
Title: Executive Director
Dated: 3/29/12

APPROVED AS TO CONTENT

_____
MARIA R. WHYTE
Commissioner
Erie County Department of Environment and Planning
Dated: _____

APPROVED AS TO FORM

_____

Assistant County Attorney
Document No._____
Dated: _____

EXHIBIT "A"

AGREEMENT BETWEEN
THE COUNTY OF ERIE
AND
LANGSTON HUGHES INSTITUTE, INC.

SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract:

Since 1968, The Langston Hughes Institute Center for Cultural History and Arts Education has been a catalyst for the development, preservation and promotion of African American heritage in the City of Buffalo. It is both a gallery featuring Buffalo and regional African American artists, and a central gathering place for cultural and community events.

Reporting Requirements

The following items must be submitted to the Department of Environment and Planning prior to the release of the first payment provided in the Contract:

1. Bylaws.

2. Budget and monthly cash flow forecast for 2012.

3. Most recently filed New York State Annual Filing for Charitable Organizations (CHAR500) and all supplementary schedules.

4. 2011 calendar year financial statements (audited or unaudited).

5. Cash flow financial statements for 2011.

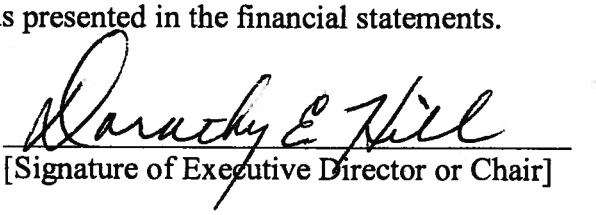
6. Balance sheet showing assets and liabilities.

7. If your 2011 calendar year financial statements are unaudited at the time you are requesting your first payment, include a statement from either the Executive Director or Chair stating:

   I, the undersigned, do hereby certify based on my knowledge, the information provided herein:

   - is accurate, correct and does not contain any untrue statement of material fact;
   - does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made;

- fairly presents, in all material respects, the financial condition and results of operations of the authority as of and for the periods presented in the financial statements.



[Signature of Executive Director or Chair]

Additional Understandings

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization's operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization's Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:

a. Strategic Plan (three to five year time horizon);
b. Annual Business Plan;
c. Performance metrics and progress on those metrics related to County funding;
d. Managerial competence;
e. Organizational sustainability; and
f. An accounting of the Organization's use of County funding, including a detailed list of expenditures of funds received from Erie County.

CULTURAL SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2012 by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), **and LANGSTON HUGHES INSTITUTE, INC.** (the "Organization"), a not-for-profit corporation, having its principal place of business at 25 High Street, Buffalo, NY 14203.

W I T N E S S E T H:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2012 Budget for the purpose of making a conditional grant to the Organization.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is hereto attached and incorporated herein as Exhibit "A" (the "Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 24 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Fifteen Thousand Dollars ($15,000.00) payable as follows:

50% thereof or $7,500.00 within 60 days of the execution of this Contract; and
50% thereof or $7,500.00 on July 1, 2012.

Payments shall be made on invoices submitted to the Erie County Department of Environment and Planning (the "Department") and approved by the Department. The Department will approve payments once it has received required supporting documentation as described in Exhibit "A".

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Erie County Budget Director ("Budget Director"), pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget

and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract be controlling with respect to any interpretation of the meaning and intent of the parties.

9. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Erie.

10. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

11. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contact may be disallowed by the County and shall be subject to refund by the Organization to the County.

12. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

13. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

14. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own

expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

15. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

16. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

17. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

18. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability – with a minimum combined single limit of bodily injury and property damage of $1,000,000 per occurrence and general aggregate of $1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: www.wcb.state.ny.us.

19. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the

power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

20. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

21. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

22. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

23. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County.

24. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

25. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

26. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

27. Nothing herein is intended or shall be construed to confer upon or give to any third party or

its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

28. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

29. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner of Environment and Planning
95 Franklin Street, Room 1012
Buffalo, New York 14202

with a copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first stated above.

30. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would

limit or prohibit the Organization from fully performing the terms and condition of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

_____
MARK C. POLONCARZ
Erie County Executive

By: Dorothy E. Hill
Name: Dorothy E. Hill
Title: Executive Director
Dated: 3/29/12

APPROVED AS TO CONTENT

_____
MARIA R. WHYTE
Commissioner
Erie County Department of Environment and Planning
Dated: _____

APPROVED AS TO FORM

_____

Assistant County Attorney
Document No._____
Dated: _____

EXHIBIT "A"

AGREEMENT BETWEEN
THE COUNTY OF ERIE
AND
LANGSTON HUGHES INSTITUTE, INC.

SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract:

Since 1968, The Langston Hughes Institute Center for Cultural History and Arts Education has been a catalyst for the development, preservation and promotion of African American heritage in the City of Buffalo. It is both a gallery featuring Buffalo and regional African American artists, and a central gathering place for cultural and community events.

Reporting Requirements

The following items must be submitted to the Department of Environment and Planning prior to the release of the first payment provided in the Contract:

1. Bylaws.

2. Budget and monthly cash flow forecast for 2012.

3. Most recently filed New York State Annual Filing for Charitable Organizations (CHAR500) and all supplementary schedules.

4. 2011 calendar year financial statements (audited or unaudited).

5. Cash flow financial statements for 2011.

6. Balance sheet showing assets and liabilities.

7. If your 2011 calendar year financial statements are unaudited at the time you are requesting your first payment, include a statement from either the Executive Director or Chair stating:

   I, the undersigned, do hereby certify based on my knowledge, the information provided herein:

   - is accurate, correct and does not contain any untrue statement of material fact;
   - does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made;

- fairly presents, in all material respects, the financial condition and results of operations of the authority as of and for the periods presented in the financial statements.

[Signature of Executive Director or Chair]

Additional Understandings

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization's operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization's Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:

a. Strategic Plan (three to five year time horizon);
b. Annual Business Plan;
c. Performance metrics and progress on those metrics related to County funding;
d. Managerial competence;
e. Organizational sustainability; and
f. An accounting of the Organization's use of County funding, including a detailed list of expenditures of funds received from Erie County.