

RESOLUTION NO. 3347

SYRACUSE URBAN RENEWAL AGENCY

**RESOLUTION AUTHORIZING THE USE OF PERSEVERANCE PARK FOR
A DOWNTOWN COFFEE BREAK EVENT**

WHEREAS, by letter dated September 2, 2015 and attached to this Resolution as Appendix A (hereinafter the Letter), Merike Treier Executive Director of the Downtown Committee of Syracuse, Inc. has requested that the Syracuse Urban Renewal Agency (hereinafter "SURA") permit the use of a portion of Perseverance Park (hereinafter the "Park") for a Downtown Coffee Break Event (hereinafter the "Event") to be held on September 24, 2015; and

WHEREAS, SURA is the owner in fee of the Park; and

WHEREAS, SURA desires to facilitate the Event to take place at the Park as described in the Letter; and

WHEREAS, the Downtown Committee of Syracuse Inc. shall be insured for the event and shall list SURA as an additionally insured party for this event.

NOW THEREFORE, BE IT RESOLVED, that SURA hereby authorizes the use of the Park for the Event upon such terms and conditions as contained in this resolution and as requested in the Letter.

BE IT FURTHER RESOLVED, the Chair of SURA is authorized to execute an agreement with the Downtown Committee of Syracuse, Inc. for the use of the Park in substantially the same form as attached hereto as Appendix "B" and incorporated herein.

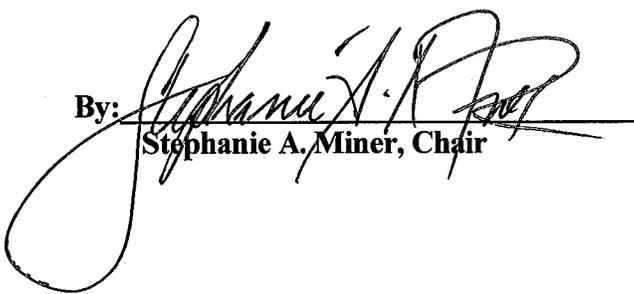
BE IT FURTHER RESOLVED, that the officers, agents and employees of SURA are hereby directed to proceed to do such further things, or perform such further acts and execute such other documents, as are necessary to implement this Resolution.

BE IT FURTHER RESOLVED, that any documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA counsel; and following such approval by counsel, SURA further authorizes its Chair to execute said documents on behalf of SURA.

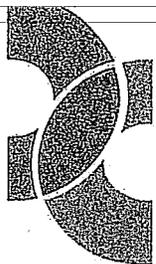
DATED: September 22, 2013

SYRACUSE URBAN RENEWAL AGENCY

By:


Stephanie A. Miner, Chair

APPENDIX A



Downtown Committee of Syracuse

James V. Breuer, Chair
Merike L. Treier, Executive Director

September 2, 2015

Chair, Board of Directors, Syracuse Urban Renewal Agency (SURA)
Stephanie A. Miner
Mayor
201 E. Washington St., Suite 602
Syracuse, NY 13202

RE: Downtown Coffee Break - September 24, 2015

Dear Mayor Miner,

The Downtown Committee of Syracuse, Inc. is in the midst of planning a *Downtown Coffee Break* event between 10-11 am on Thursday, September 24, 2015. We would like to hold this event in a central downtown location to make it easily accessible to downtown employees and respectfully request the use of the area under consideration for the New Urban Space project (Flowscape).

Our plan is to work with a coffee vendor(s) who will supply free coffee, pastries, and snack samples to downtown employees in honor of employee appreciation. The Downtown Committee does carry insurance and we would name the SURA as an additional insured.

While the event is from 10-11 am, we do expect that we will be in the space prior to and after the event for set-up and take down of materials. We also would like to hang a temporary, vinyl banner between 2 trees to "brand" the event. We would handle the installation and the removal of this banner. If it is unfavorable weather, we have arranged for an alternate site to hold this event.

Please let me know if you have any questions and I hope that this request will receive your favorable consideration. I can be reached at 315-470-1955 or mtreier@downtownSyracuse.com.

Kind regards,

Merike Treier
Executive Director

115 West Fayette Street, Syracuse, NY 13202

315.422.8284

www.downtownsyracuse.com

APPENDIX B

License Agreement

THIS LICENSE AGREEMENT (the "License Agreement") is made as of the ____ day of September, 2015, by and between the **SYRACUSE URBAN RENEWAL AGENCY**, with its offices located at City Hall Commons, 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (hereinafter referred to as "Licensor"), and the **DOWNTOWN COMMITTEE OF SYRACUSE, INC.** with its principal executive office located at 115 West Fayette Street, Syracuse, NY 13202 (hereinafter referred to as "Licensee"), hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 Grant

Licensor, for and in consideration of the covenants and agreements herein contained on the part of the Licensee to be performed, hereby licenses the use of to Licensee, and Licensee hereby accepts said license from Licensor, the use of 216 South Salina Street, Syracuse New York, Tax Map # 104.-27-02.1 being commonly referred to as Perseverance Park and as more particularly described in the attached Schedule "A" (hereinafter the "Property").

1.1 Term

Unless this license is otherwise revoked by Licensor, the term of this License shall be for a period of up to four hours on Thursday September 24, 2015 from 8:00 am to 12:00 PM unless otherwise revoked by Licensor.

II. USE AND CONTROL

2.0 Use

During the Term, Licensee will be permitted to use Property for a "Downtown Coffee Break" Event as outlined in the Licensee's letter dated September 2, 2015 and attached hereto as Exhibit "A".

III. PROHIBITED USES

3.0 Uses Prohibited

Licensee shall not use or occupy the Property, or permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would cause the value or usefulness of the Real Estate or any part thereof to diminish, or which would constitute a public or private nuisance or waste, or use or store hazardous or toxic materials on the Property

IV. INSURANCE

4.0 Kinds and Amounts

Licensee shall procure and maintain policies of insurance, at its own cost and expense,

Insuring Licensor and Licensee from all claims, including demands or actions for injury to or death of any person in an amount of not less than one million dollars.

4.1 Forms of Insurance

The aforesaid insurance shall be with companies and in form, substance and amount (where not stated above) satisfactory to Licensor. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Licensor. The original insurance policies (or certificates thereof satisfactory to Licensor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Licensor on or before the Commencement Date, together with renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage.

V. MAINTENANCE AND ALTERATIONS

5.0 Maintenance

Prior to the end of the Term, Licensee shall cause to and shall return the Property to the same state that it was in prior to the beginning of the Term.

VI. PROHIBITION OF ASSIGNMENT

6.0 Assignment prohibited

This License is made only to Licensee only and is not assignable to any other Party without the express written consent of Licensor.

VII. INDEMNITY AND WAIVER

7.0 Indemnity

Licensee agrees to protect, indemnify and hold harmless Licensor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against Licensor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on the Property or resulting from any act or omission of Licensee or anyone claiming by, through or under Licensee; or (b) any failure on the part of Licensee to perform or comply with any of the terms of this License Agreement. In case any action, suit or proceeding is brought against Licensor by reason of any such occurrence, Licensee will, at Licensee's expense, defend such actions, suit or proceeding, on behalf of Licensor by counsel acceptable and approved by Licensor.

VIII. RIGHTS RESERVED TO LICENSOR

8.0 Rights Reserved to Licensor

Licensor retains and reserves all rights to the Property as existed prior to this License Agreement. Licensor may cancel or revoke this license at will, at any time, for any reason, or for no stated reason.

IX. SURRENDER

9.0 Surrender

Upon termination of this License, whether by lapse of time, cancellation, or revocation,

Licensee agrees to at once surrender and deliver up the Property to Licensor, in good and same condition and repair, as the Property was
At the commencement of this agreement.

X. CANCELLATION

10.0 Cancellation

Licensor reserves the right to cancel or revoke this license agreement at any time and for any reason, or for no stated reason.

10.1 No Waiver

No delay or omission of Licensor to exercise any right or power arising from any default shall impair any such right or power to be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this License Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

XI. MISCELLANEOUS

11.0 Amendments Must be in Writing

This License Agreement may not be modified except in writing executed by both parties.

11.1 Notices

All notices to or demands upon Licensor or Licensee desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Licensee to Licensor shall be deemed to have been duly and sufficiently given if a copy thereof has been hand delivered or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Licensor as follows: *Syracuse Urban Renewal Agency*, 201 East Washington Street, 6th Floor, Syracuse, NY 13202, with a copy to the Corporation Counsel, 233 East Washington Street, Rm. 300, Syracuse, NY 13202, or at such address as Licensor may therefore have furnished by written notice to Licensee, and any notices or demands from Licensor to Licensee shall be deemed to have been duly and sufficiently given if hand delivered or mailed by United States certified mail in an envelope properly stamped and addressed to Licensee as follows: Downtown Committee of Syracuse, Inc. 115 West Fayette Street, Syracuse, NY 13202 or at such other address as Licensee may therefore have furnished by written notice to Licensor.

11.2 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this License Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Licensor and Licensee.

11.3 Captions

The captions of this License Agreement are for convenience only and are not to be construed as part of this License Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

11.4 Severability

If any term or provision of this License Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this License Agreement shall not be affected.

11.5 Law Applicable

This License Agreement shall be construed and enforced in accordance with the laws of the State of New York. Venue of any action hereunder shall be the state and federal courts located in Onondaga County, New York.

11.6 Covenants Binding on Successors

All of the covenants, agreements, conditions and undertakings contained in this License Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this License agreement reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking contained in this License Agreement

11.7 Licensor's Expenses

Licensee agrees to pay on demand Licensor's reasonable expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly in enforcing any obligation of Licensee under this License Agreement, or in curing any default by Licensee.

IN WITNESS WHEREOF, Licensor and Licensee pursuant to the Syracuse Urban Renewal Agency Resolution No _____ have executed this Lease as of the date above written.

**SYRACUSE URBAN RENEWAL AGENCY
(LICENSOR)**

By: _____ Date: _____
Stephanie A. Miner, Chair

**DOWNTOWN COMMITTEE OF SYRACUSE, INC.
(LICENSEE)**

By: _____ Date: _____
NAME

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of September 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of September, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public