

RESOLUTION NO. 3355

SYRACUSE URBAN RENEWAL AGENCY

**RESOLUTION AUTHORIZING THE USE OF PERSEVERANCE PARK FOR
A CANDLELIGHT VIGIL EVENT**

WHEREAS, by email dated November 20, 2015 and attached to this Resolution as Appendix "A" (hereinafter the "Email") Lindsay Speer, director of Creating Change Consulting has requested that the Syracuse Urban Renewal Agency (hereinafter "SURA") permit the use of a portion of Perseverance Park (hereinafter the "Park") for a Candlelight Vigil Event to be held on November 30, 2015 from 5-7pm as further described in the Email (hereinafter the "Event"); and

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

WHEREAS, Creating Change Consulting shall be insured for the Event and shall list SURA as an additionally insured party for the Event; and

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 Email.

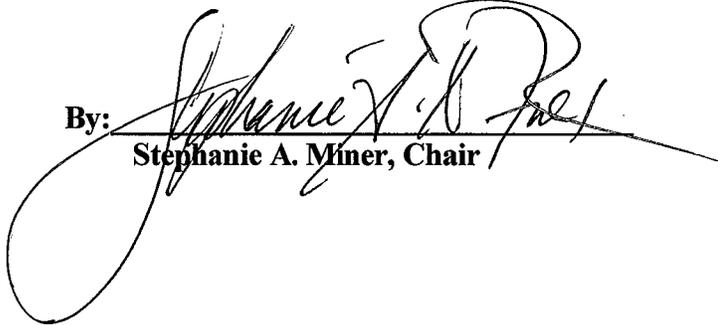
BE IT FURTHER RESOLVED, that the Chair of SURA is authorized to execute an agreement with Lindsay Speer and/or Creating Change Consulting for the use of the Park for the Event, the agreement being in substantially the same form as attached hereto as Appendix "B" and incorporated herein.

BE IT FURTHER RESOLVED, that the officers, agents, and employees of SURA are hereby directed to 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: as of November 24, 2015

SYRACUSE URBAN RENEWAL AGENCY

By: 

Stephanie A. Miner, Chair

Mary Beth

From: Lindsay Speer [<mailto:lindsayspeer@gmail.com>]
Sent: Friday, November 20, 2015 2:55 PM
To: Roach, Mary Beth
Subject: Vigil for World Peace and Climate Action

Hi Mary Beth,

Thanks for forwarding this to whomever needs to know. As part of the Global Climate March events that are happening in cities worldwide during the weekend prior to the United Nations climate talks in Paris, some of us want to host a simple candlelight vigil with a few speakers to reflect on the connections between climate change and global insecurity. We've invited the Mayor to speak about Syracuse welcoming refugees. The Syracuse Peace Council is supporting the effort but we are also soliciting wide co-sponsorship of the event.

We plan to use Perseverance Park on Salina Street from 5-7 pm on Monday, November 30. We will have a small sound system so people can hear the speakers. Hoped-for turnout is about 200 people, given the late date for organizing.

This is how we are describing the event:

Syracuse residents are coming together for a candlelight vigil to call for world peace and an end to violence everywhere, to reflect on the connections between climate and conflict, to show our support for offering Syracuse as a home to refugees from around the world, and to demand action from our leaders to address climate change. No one should have to be a refugee, whether it's from war, natural disaster, or a combination of both. Climate change affects the less wealthy disproportionately, both internationally and here in our own communities.

As the UN Climate Talks commence in Paris, people around the world are staging marches and vigils to demonstrate support for decisive action from our world leaders on climate change. While the climate talks are still being held, due to the recent tragic events, the big climate march planned in Paris on November 29th has been cancelled. This makes events around the world even more crucial.

The tragic events in Syria, Beirut, Iraq, Lebanon, Paris and on, only underscore our need to remember how to work together to address problems bigger than ourselves, our communities and our countries.

We are world citizens, acknowledging our responsibilities to the earth and to each other. We stand strong together against the forces of hatred and greed. Join us.

Thanks,
Lindsay

Lindsay Speer
Director, Creating Change
www.creatingchangeconsulting.com

315-383-7210
lindsayspeer@gmail.com

License Agreement

THIS LICENSE AGREEMENT (the "License Agreement") is made as of the ____ day of Sepetmber, 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 **Lindsay Speer D/B/A Creating Change Consulting** with its principal executive office located at 512 Jamesville Ave, Syracuse, NY 13210 (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 two hours on Monday November 30, 2015 from 5:00 PM to 7:00 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 "Candlelight Vigil Event" as outlined in the Licensee's email dated November 20, 2015 and attached hereto as Appendix "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 (\$1,000,000.00).

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 the Term.

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: 512 Jamesville Ave, Syracuse, NY 13210 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

LINDSAY SPEER D/B/A CREATING CHANGE CONSULTING (LICENSEE)

By: _____ Date: _____
Lindsay Speer

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of November 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 November, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Lindsay Speer, 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

2