

**AGREEMENT BY AND BETWEEN THE TOWN OF LYSANDER, THE TOWN OF VAN BUREN, THE
VILLAGE OF BALDWINSVILLE AND THE ROTARY CLUB OF BALDWINSVILLE FOR THE
PROMOTION AND PRODUCTION OF THE BALDWINSVILLE SUMMER CONCERT SERIES**

2022 AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2022, by and between the Town of Lysander (“Lysander”), the Town of Van Buren (“Van Buren”), the Village of Baldwinsville (“Baldwinsville”) and the Rotary Club of Baldwinsville (“Rotary”).

Lysander, Van Buren, Baldwinsville, and the Rotary have coordinated with each other for the “Baldwinsville Summer Concert Series” (“Concert Series”) a free music concert series that has enriched the communities and added vitality to the area.

Lysander, Van Buren, Baldwinsville, and the Rotary desire to enter into an Agreement with each other to administer, promote and produce the Concert Series subject to the following terms and conditions.

The parties agree as follows:

1. TERM OF AGREEMENT

The term shall commence upon the execution of this Agreement and shall terminate on August ____, 2022. An amendment to this Agreement may be made to renew its term. Such amendment must be in writing and approved by all parties.

2. EVENTS, DATES & TIMES

The Concert Series shall tentatively take place on the following Tuesdays:

- June 28, 2022
- July 12, 2022
- July 19, 2022
- August 2, 2022

Set up shall be allowed to begin at 5:30 p.m. on the day of concerts. The concerts shall take place from 6:30 p.m. – 8:00 p.m. At the conclusion of the performance, the music group has until 9:30 p.m. to pack up their equipment and exit the Amphitheater grounds.

3. PREMISES

The Concert Series shall take place on the grounds of Paper Mill Island Amphitheater, located at 136 Spensieri Avenue, Baldwinsville, New York 13027 (the “Premises”).

4. SCOPE OF SERVICES

Services shall be provided by each party as follows:

Lysander shall provide the following scope of services:

- develop the operational and emergency plan for the Concert Series;
- create promotional concepts for the Concert Series;
- assist in securing of musical acts for the Concert Series;
- provide on-site supervision for two of the concerts.

Van Buren shall provide the following scope of services:

- create promotional concepts for the Concert Series;
- assist in securing of musical acts for the Concert Series;
- provide on-site supervision for two of the concerts.

Baldwinsville shall provide the following scope of services:

- provide the Premises from 5:30 p.m. to 9:30 p.m. on event days, as set forth in Section 3, for the Concert Series, at no charge;
- provide for regular maintenance of the Premises;
- provide on-call maintenance services, in the form of one Highway Department employee, for the Premises for each concert;
- provide for clean-up of the Premises after prior to each concert.

The Rotary shall provide the following scope of services:

- be responsible for the review and approval of the execution of standard performance agreements between the musical acts and the Municipalities on behalf of the Concert Series;
- provide accounts receivable and payable services;
- pay the costs associated with the production of promotion for the Concert Series, including, but not limited to, promotional banners and flyers, solicitation letters;
- pay the cost of Law Enforcement Services, as set forth in Section 5, at a rate of \$50.00 per hour;
- pay the musical acts as per the amounts on the contracts;
- pay additional costs, including, but not limited to the paying of the musical acts and ASCAP license;

Each party shall provide a point person for the coordination and administration of the Concert Series, as set forth below:

Lysander:

Van Buren: Heidi Anders, Parks and Recreation Director
(315) 638-4727
vbpark@townofvanburen.com

Baldwinsville: Chuck McAulliffe, Department of Public Works
(315) 635-9665
cmca@baldwinsville.org

Rotary:

5. LAW ENFORCEMENT AND TRAFFIC CONTROL

The Onondaga County Sheriff's Department shall provide law enforcement and traffic control ("Law Enforcement Services") during concerts. The Sheriff shall be paid by the Rotary at a rate of \$50.00 per hour.

6. PROGRAM COORDINATION

The point person for each party as set forth in Section 4 shall render overall supervision of the progress and performance of this Agreement by the parties. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute point person for any party, that party shall notify the other parties immediately of such occurrence in writing.

All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

Town of Lysander
Attn: Town Clerk
8220 Loop Road
Baldwinsville, New York 13027

Town of Van Buren Parks Department
Attn: Park Director
7350 Canton Street
Baldwinsville, New York 13027

Village of Baldwinsville
Attn: Village Clerk
16 West Genesee Street
Baldwinsville, New York 13027

Rotary Club of Baldwinsville
Attn:

7. ASSIGNABILITY

None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written approval by all parties. No changes or variations of any kind are authorized without the written consent of all parties.

8. TERMINATION

This Agreement may only be terminated prior to August 31, 2022, upon written consent of all parties.

9. INSURANCE

Each party does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement during all phases of the performance of the various concerts to be performed herein naming the other parties as an additional named insured.

10. COMPLIANCE WITH LAW

Parties shall comply with all applicable laws, codes, ordinances and regulations of governing federal, state and local laws, ordinances, codes regulations and decrees. Failure of any party to, in any manner, observe and adhere to law as described herein or as amended shall in no way relieve the party of responsibility to adhere to the same.

11. MISCELLANEOUS

Scope of contract. This Agreement constitutes the entire contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, of the parties, and there are no representations, warranties, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

Severability. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

Choice of law. This Agreement shall be governed by the laws of the State of New York and any action to enforce the terms of this Agreement shall be venued in the Fifth Judicial District,

Onondaga County. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, as well as reasonable costs.

Waiver. The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Amendments. Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual Agreement in writing of the parties hereto.

Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

Nondiscrimination. The parties agree that the parties shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984 and the Americans with Disabilities Act, and the parties shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state or federal laws. By signing this Agreement, the parties certify that they comply, and shall continue to comply, with this nondiscrimination requirement.

Execution. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. This Agreement may be executed electronically, and signatures received electronically shall be deemed of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ___ day of _____ 2022.

Town of Lysander:

Town of Van Buren:

Representative Signature

Representative Signature

Representative Name

Representative Name

Date

Date

Village of Baldwinsville:

Representative Signature

Representative Name

Date

Rotary Club of Baldwinsville:

Representative Signature

Representative Name

Date