

**Village of Saranac Lake
Business of the Board of Trustees**

BILL NUMBER: #123-2024
SUBJECT: Music on the Green Concert Series Grant Acceptance
FOR AGENDA OF: 8/12/2024
SPONSOR(S): Village Manager
DATE SUBMITTED: 8/7/2024
EXHIBITS: None

BUDGET INFORMATION

EXPENDITURE REQUIRED: \$0
AMOUNT BUDGETED: \$0
APPROPRIATION REQUIRED: \$0

SUMMARY STATEMENT

Resolution authorizing acceptance of grant award from the Adirondack Lakes Center for the Arts ADK Quad-County Statewide Community Re-grants Program to help support the Music on the Green 2024 concert series. The Village will receive \$4,500.00 to help expand and advertise the series.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: White SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE WHITE	<u>yes</u>

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE ADK QUAD-COUNTY
STATEWIDE COMMUNITY REGRANT FOR \$4,500 TO SUPPORT MUSIC ON THE
GREEN 2024 CONCERT SERIES**

WHEREAS, the NYS Council on the Arts makes available grant funding to ensure access to arts and culture around New York State through the ADK Quad-County Statewide Community Re-grants Program; and

WHEREAS, the Music on the Green 2024 Concert Series provides free concerts to the public during the summer; and

WHEREAS, the series currently depends exclusively on business and organization sponsorships and grants; and

WHEREAS, additional funding through the SCR Grant would allow additional concerts to be held; and

WHEREAS, the Village of Saranac Lake is an eligible applicant;

THEREFORE, BE IT RESOLVED, the Village Board of Trustees authorizes the Village Manager to accept the SCR Grant for \$4,500 to support the Music on the Green 2024 Concert Series.

Adirondack Lakes Center for the Arts (ALCA)
3446 Route 28, P.O. Box 205
Blue Mountain Lake, NY 12812

ADK QUAD-COUNTY STATEWIDE COMMUNITY REGRANTS (SCR)
2024 CULTURAL SERVICES CONTRACT

This agreement is made between the Adirondack Lakes Center for the Arts (hereinafter referred to as “ALCA” or “Grantor”), 3446 Route 28, P.O. Box 205, Blue Mountain Lake, NY 12812, and the Village of Saranac Lake (hereinafter referred to as “Grantee”), 39 Main Street, Suite 9, Saranac Lake, NY 12983; 518-891-4150, comdevassist1@saranaclakeny.gov.

1. **Services to be Performed:** Grantee agrees to perform the following services, as more fully described in Grantee’s 2024 Statewide Community Regrants (SCR) application for the Community Arts project titled “Music on the Green 2024” in accordance with the SCR application guidelines issued by ALCA for FY2024.

2. **Payments:** The sum of \$4,500.00 shall be paid by a check from ALCA to Grantee after receipt of SCR regrant funding from the New York State Council on the Arts (NYSCA) and upon signed receipt of this contract from Grantee.

3. **Period of Performance:** The services under this agreement to be performed by Grantee, as described in paragraph 1, shall commence or have commenced no earlier than January 1, 2024 and be completed no later than December 31, 2024. Upon request by the Grantee, these services can be extended into 2025 with the approval of ALCA’s SCR coordinator.

4. **Reports:** Grantee agrees to submit such reports as may be requested by ALCA, in such form as ALCA may prescribe, relating to Grantee’s services and the performance thereof and Grantee’s ability to fulfill its obligations under this agreement. In addition, Grantee shall supply a final report on such forms as ALCA may prescribe within thirty (30) days after the completion of the project.

5. **Financial Data:** Grantee shall maintain complete, accurate and current records of all income and expenses relating to its overall operations and services performed pursuant to this agreement. The supporting records shall be readily identifiable. During the term of this agreement and at any time within three years thereafter, Grantee shall make such records available to ALCA for review and audit if ALCA requests such records.

6. **Termination and Cost Disallowance:** If ALCA determines that Grantee:

- a) has misrepresented any fact or supplied any false or misleading information in its application or in any report concerning performance of its services; or
- b) has diverted payments under this agreement to any purpose other than performance of those services as set forth in this agreement; or

c) has failed to maintain all or any part of the financial data specified in section 5 hereof or fails to make any such records available to ALCA or such records fail to support such items or revenue or expense; or
d) has failed to provide any required reports; or
e) has failed to abide by any other terms or conditions of this agreement; or
f) will be unable to satisfactorily perform part or all of the services or duties required of it hereunder, then, at the option of ALCA and the exclusive discretion of ALCA, ALCA may terminate this agreement pursuant to paragraph 7 below and/or—to the extent that any item of revenue or expense has been misrepresented, diverted or is not supported by required records—ALCA may disallow in whole or in part any payment not yet made. If payment therefore has already been made, upon demand Grantee shall refund to ALCA the amount so disallowed. Payments to Grantee shall not limit the right of ALCA to obtain a refund of any payment to Grantee that was in excess of that to which Grantee was lawfully entitled. This provision for termination shall not limit or modify any other right of ALCA to proceed against Grantee at law or under the terms of this agreement.

7. **Termination for Fault:** If ALCA determines that Grantee has failed to perform, or has good and sufficient reason to believe that Grantee will fail to satisfactorily perform, all or part of the services, obligations, or duties required of it pursuant to this agreement, ALCA may terminate this agreement in whole or in part upon written notice to Grantee specifying the services terminated and the effective date of such termination. Upon termination, all funds remaining unpaid under this agreement shall accrue to ALCA for use as it sees fit. This provision for termination shall not limit or modify any other right of ALCA to proceed against Grantee at law or under the terms of this agreement.

8. **Termination Not for Fault:** Whenever ALCA determines that termination of this agreement, in whole or in part, is in the best interest of ALCA or NYSCA, it may terminate this agreement by written notice to Grantee specifying the services terminated and the effective date of such termination, all without any liability of ALCA. Upon termination, Grantee shall be entitled to retain such portion of the grant money attributable to costs actually incurred or contractually irreversibly committed until the date of such termination for services to be performed under this agreement, but not in an amount greater than that set forth in paragraph 2 hereof, and all of the remaining portion of grant money shall be immediately returned to ALCA.

9. **Appropriate Verbiage:** In any program or other printed materials announcing or describing a service supported by ALCA or in any publication, book, catalog, film, videotape, exhibition or other service or product assisted under the terms of this agreement, Grantee shall prominently mention ALCA and include the following language verbatim—i.e., word for word—as it appears below:

This project is made possible with funds from the Statewide Community Re grants program, a re grant program of the New York State Council on the Arts with the support of the Office of the Governor and the New York State Legislature and administered by the Adirondack Lakes Center for the Arts.

Grantee has the option of including ALCA's logo in any materials promoting its project, but Grantee cannot use the NYSCA logo in any materials.

10. **Use of Reproducible Material:** ALCA reserves the right to reproduce for its own marketing or archival purposes without payment any publishable or otherwise reproducible matter, including any copyrighted matter directly arising from the services Grantee performs pursuant to this agreement, and Grantee will make such matter available to ALCA for such purposes. Nothing herein shall allow the reproduction or distribution of the matter created or presented by Grantee or its sponsored artist(s)/arts group for any purpose other than marketing ALCA, the SCR grant program or this project, and nothing herein shall allow the sale or exchange for value of any kind by ALCA of the matter or any copy or reproduction thereof and all copyrights in said works are owned and administered solely by the Grantee or sponsored artist(s)/arts group.

11. **Independent Contractor:** Grantee shall not represent to any person, foundation, group, organization, or government entity, whether employed by it or not, that it is acting or is entitled to act as an agent of ALCA or that it is entitled in any way to act on behalf of ALCA or incur obligations on behalf of ALCA. Grantee acknowledges that it is an independent contractor and not the employee of ALCA in connection with this agreement.

12. **Third Parties:** Nothing contained in this agreement shall create or give third parties any claim or right of action against ALCA.

13. **Authorized Persons Notice:** Whenever, in this agreement, action is to be taken or approval given by ALCA, such action or approval may be taken or given only by officers of ALCA or any employee or agent designated in writing by any of them.

14. **Assignment:** This agreement is intended to secure the personal services of Grantee and shall not be assigned, sublet, or transferred.

15. **Arts Audit:** Grantee agrees to notify ALCA at least one month in advance of any public presentation, performance, exhibition, etc., that is being funded by the ADK Quad-County SCR program for the purpose of an arts audit. If there is a charge for admittance or tickets sold, Grantee agrees to furnish ALCA with at least two complimentary tickets at least two weeks in advance of the scheduled date.

16. **Hold Harmless:** Grantee agrees to hold ALCA and its trustees, officers, employees, and agents harmless from any and all causes of action, damages, costs, expenses, or other liabilities in law or in equity arising out of the use of these funds by Grantee and Grantee's performance of services hereunder.

17. **Entire Agreement:** This agreement constitutes the entire agreement between the parties hereto, and no statement, promise, condition, understanding, inducement, or representation—oral, written, expressed, or implied—that is not contained herein shall be binding or valid; and this agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

18. **Changes to Project:** Grantee agrees to notify ALCA immediately in writing if there is any change to the project from the information contained in the application. Grantee agrees that, if such change occurs and ALCA in its sole discretion determines that such change will impede or impair Grantee's ability to perform the contracted services, ALCA shall have the right to terminate this agreement.

19. **Awards Ceremony:** Furthermore, it is highly recommended that Grantee attend any grant awards ceremony recognizing the ADK Quad-County 2024 SCR recipients, which, if it were to occur, would will be held at a time and location to be announced assuming circumstances related to the ongoing COVID-19 pandemic permit such an event.

20. **Acceptance of Award:** By accepting this grant award, Grantee acknowledges that Grantor is not its partner or agent and that no relationship exists between Grantee and Grantor beyond that of grantee and grantor. Additionally, Grantee hereby waives any claims it may have against Grantor and agrees to indemnify and hold Grantor and its trustees, officers, employees, staff members, agents, and affiliates harmless from and against all demands, claims, assessments, losses, costs, disbursements and expenses, fees, liabilities, damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including reasonable attorney's fees), with regard to this grant award or Grantee's artistic work(s), project(s) or program(s).

21. **Timing:** This agreement shall be in effect upon receipt of an executed copy thereof by ALCA.

22. **Execution:** In witness whereof, the parties hereto have executed the above instrument.

FOR GRANTEE (direct applicant or fiscal sponsor):

Printed Name: Bachana Tsiklauri

Signature: _____

Title: Village Manager
Village of Baranac Lake

Date: 8/13/24

FOR ALCA:

Printed Name: Joanna Pine

Signature: _____

Title: President, Board of Trustees

Date: _____