

# 3

**LICENSE AGREEMENT**

**Between**

**The City of Long Beach**

**And**

**LI Greenmarket, Inc.**

**THIS ENTRY AND ACCESS AGREEMENT** (this “Access Agreement”) made as of the \_\_\_ day of \_\_\_\_\_ 2024, between and among the **CITY OF LONG BEACH**, a municipal corporation duly organized and validly existing under the laws of the State of New York, with its principal office located at 1 West Chester Street, Long Beach, New York 11561 (the “City” or “Licensor”), and **LI Greenmarkets, Inc.**, (“LIG”), a domestic non-profit organization, with an address of PO Box 1241, Long Beach, New York 11561 (“Licensee”) the Licensor and the Licensee are hereinafter referred to, collectively, as the “Parties”.

**RECITALS:**

**WHEREAS**, the City owns and maintains certain real property known as Kennedy Plaza, located in front (south) of City Hall at 1 West Chester Street, Long Beach, New York 11561, (the “Property”);

**WHEREAS**, the metes and bounds of the Property are as follows: the northern boundary is the southern edge of the sidewalk located on the south side of West Chester Street, the southern boundary is the northern edge of the sidewalk located on the northside of West Park Avenue, the western boundary is the eastern edge of the sidewalk located on the east side of National Boulevard, and the eastern boundary of the westerly edge of the sidewalk located on the west side of Center street; and

**WHEREAS**, Licensee has requested access to the Property for the purpose of hosting a Farmers Market, whereby participating concessionaires (“Event Participants”) may place a table and/or a tent/canopy over/above said table, to sell produce, food, and other goods/services to the public (the “Licensed Use”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing preambles and all other recitals set forth above, as well as the documents referenced therein, are hereby incorporated into and made a part of this Agreement.

2. Grant of License. Licensor hereby grants Licensee, its agents, or employees, contractors, subcontractors, Event Participants, or volunteers a nonexclusive license to enter the Property for the purpose of hosting a Farmers Market, whereby Event Participants may place a table and/or a tent/canopy over/above said table, to sell produce, food, and other goods/services to the public

3. License Term. The License shall begin on retroactively on May 1, 2024 and shall terminate on November 31, 2024.

4. License Fee. Licensee shall pay the Licensor a license fee of seventy five dollars and zero cents (\$75.00) for each use at the Farmers Market, for each day the event is held (meaning \$75.00 for each Wednesday and Saturday the event is held); to be paid on or before to the first day of each month for the preceding month (meaning payment for the month of July is due on or before August 1).

5. Use of the Licensed Space. During the Term, Licensee shall have the right to enter upon and use the Licensed Space for the purposes set forth in Paragraph 2 above and in accordance with the following:

a) Licensee shall be permitted nonexclusive entry onto the Property on Wednesdays and Saturdays only, between the hours of 7:00 a.m. and 3:00 p.m., and shall cause Licensee's agents, employees, contractors, subcontractors, event participants, or volunteers to conduct their activities at the Property: (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous conditions on the Property; (iii) in compliance with all applicable laws; and (iv) in a manner that does not cause any damage, loss, cost or expense to, or claims against, Licensor or the Property.

b) Licensee shall comply with and use the Licensed Space in accordance with all local, state and federal laws, ordinances and regulations (the "Laws"), now or hereafter in effect, including any Laws relating to access for persons with disabilities and any Laws, guidance or emergency orders issued in response to a City, State or Federally declared disaster or emergency.

c) Licensee shall be responsible for obtaining, at its sole cost and expense, any and all licenses, certifications, accreditations, permits and/or approvals (collectively the "Approvals") necessary in order to operate its program in the Licensed Space, shall maintain the same in good standing for the Term of this Agreement, and shall comply with all requirements associated therewith. Licensee shall provide to Licensor a copy of all Approvals prior to commencement of the Term/Licensee's use of the Licensed Space.

d) Licensee shall not hold the Licensor liable or seek reimbursement, abatement, or remuneration for any interruption in business, utilities, supplies, programming, or other operation resulting from any City, Local, State or Federally declared disaster or emergency.

6. Blackout Dates. The City reserves the Property for its own use, and Licensee may not hold any such events on the following dates: October 9, 2024 and October 12, 2024. In the event the City requires the exclusive use of the Property on any additional dates it shall endeavor to provide licensee with as much advanced notice as practicable.

7. Insurance. The Licensee agrees to procure and maintain in the following insurance policy in full force and effect, at its sole cost and expense, for the duration of the is agreement:

a) Commercial General Liability including contractual liability for bodily injury and property damage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

b) The City shall be named as additional insured on said policy, as follows "The City of Long Beach, its agents, employees, and Elected Officials". Further the City shall be entitled to 30 days advance written notice of the cancellation or termination of said policy.

8. Termination. This Agreement may be terminated as set forth below.

a) Licensor reserves the absolute right to terminate this Agreement at any time by service of written notice sent via certified mail to the Licensee's address set forth above. Upon termination of this Agreement, Licensee shall, at its sole cost and expense, promptly remove or cause to be removed from the licensed areas of the Property any and all of the machinery, equipment, supplies and other personal property; or

b) Licensee may terminate this Agreement upon fourteen (14) days' written notice sent via certified mail to the Licensor's address first set forth above.

9. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against, and shall cause Licensee's Agents to indemnify, defend and hold Licensor harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, attorney's fees) arising out of or relating to such entry and activities on the Property by the Licensee or Licensee's agents or volunteers, including, without limitation, damage to the Property or release of hazardous substances or materials onto the Property. The foregoing indemnity shall survive the termination or expiration of this Access Agreement.

10. Independent Contractor. In performing, directing, or otherwise managing its respective duties and obligations hereunder, Licensee shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the parties, or between either party and any employee or subcontractor of the other party. Each party shall at all times maintain complete control over its employees and operations, including the activities of its instructors, agents, representatives, invitees and volunteers and shall be responsible for all payments to and claims by any of its employees, instructors, agents, representatives, invitees and volunteers in connection with the program(s) operated by Licensee in the Licensed Space.

11. Miscellaneous.

a) *Construction*. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

b) *Entire Agreement*. This Agreement sets forth all the promises, agreements and understandings between the parties with respect to the subject matter hereof. It is

further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by all of the parties hereto.

c) *Legal Provisions Deemed Included.* Every provision required by applicable law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either Party.

d) *Governing Law.* Any controversy or claim arising from or relating in any way to this Agreement shall be governed and controlled by the laws of the State of New York.

e) *Invalidity of Particular Provision.* If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) *Paragraph Headings.* The paragraph headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.

g) *No Sole Drafter.* Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of this Agreement it shall not be construed against either Party as drafter.

h) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. PDF signatures shall be treated as original signatures for all purposes hereunder.

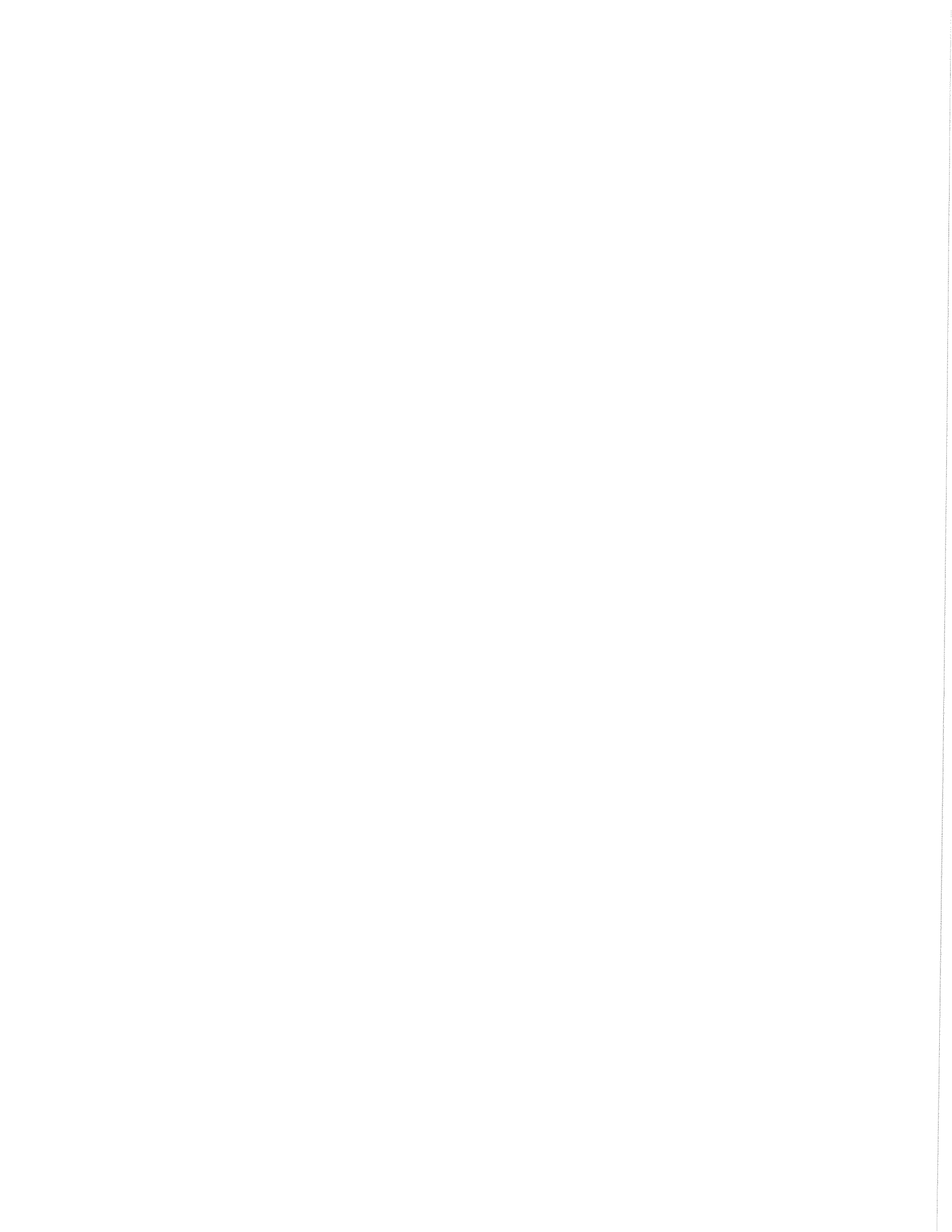
IN WITNESS WHEREOF, the Parties have executed this Access Agreement as of the date first written above.

**LICENSOR**  
City of Long Beach

**LICENSEE**  
LI Greenmarkets, Inc.

By: \_\_\_\_\_  
Daniel Creighton  
City Manager

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_



#4

**ACCESS AGREEMENT**

**Between**

**The City of Long Beach**

**And**

**Arts in the Plaza, Inc.**

**THIS ENTRY AND ACCESS AGREEMENT** (this "Access Agreement") made as of the \_\_\_ day of \_\_\_\_\_ 2024, between and among the **CITY OF LONG BEACH**, a municipal corporation duly organized and validly existing under the laws of the State of New York, with its principal office located at 1 West Chester Street, Long Beach, New York 11561 (the "City"), and **Arts in the Plaza, Inc.**, ("AIP"), a domestic organization, with an address of P.O. Box 44, Long Beach, New York 11561 the City of Long Beach AIP may hereinafter be referred to, collectively, as the "Parties".

**RECITALS:**

**WHEREAS**, the City owns and maintains certain real property known as Kennedy Plaza, located in front (south) of City Hall at 1 West Chester Street, Long Beach, New York 11561, (the "Property");

**WHEREAS**, the metes and bounds of the Property are as follows: the northern boundary is the southern edge of the sidewalk located on the south side of West Chester Street, the southern boundary is the northern edge of the sidewalk located on the northside of West Park Avenue, the western boundary is the eastern edge of the sidewalk located on the east side of National Boulevard, and the eastern boundary of the westerly edge of the sidewalk located on the west side of Center street; and

**WHEREAS**, AIP has requested access to the Property for the purpose of hosting an Art merchandising/information event, whereby participating concessionaires ("Event Participants") may place a table and/or a tent/canopy over/above said table, to sell and discuss art and other art related goods/services to the public (the "Proposed Use").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing preambles and all other recitals set forth above, as well as the documents referenced therein, are hereby incorporated into and made a part of this Agreement.

2. Grant of License. City hereby grants AIP, its agents, or employees, contractors, subcontractors, Event Participants, or volunteers a nonexclusive license to enter the Property for the purpose of hosting an Art merchandising/information event, whereby Event Participants may place a table and/or a tent/canopy over/above said table, to accomplish the stated purpose.

3. License Term. The License shall begin on retroactively on May 1, 2024 and shall terminate on November 31, 2024.

4. License Fee. AIP shall pay the City a license fee of fifty dollars and zero cents (\$50.00) for each use at the Property, for each day an AIP event is held to be paid on or before to the first day of each month for the preceding month (meaning payment for the month of July is due on or before August 1).

5. Use of the Property. During the Term, AIP shall have the right to enter upon and use the Property for the purposes set forth in Paragraph 2 above and in accordance with the following:

a) AIP shall be permitted nonexclusive entry onto the Property on Saturdays only, between the hours of 7:00 a.m. and 4:00 p.m., and shall cause AIP's agents, employees, contractors, subcontractors, event participants, or volunteers to conduct their activities at the Property: (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous conditions on the Property; (iii) in compliance with all applicable laws; and (iv) in a manner that does not cause any damage, loss, cost or expense to, or claims against, City or the Property.

b) AIP shall comply with and use the Property in accordance with all local, state and federal laws, ordinances and regulations (the "Laws"), now or hereafter in effect, including any Laws relating to access for persons with disabilities and any Laws, guidance or emergency orders issued in response to a City, State or Federally declared disaster or emergency.

c) AIP shall be responsible for obtaining, at its sole cost and expense, any and all licenses, certifications, accreditations, permits and/or approvals (collectively the "Approvals") necessary in order to operate its program in the Property, shall maintain the same in good standing for the Term of this Agreement, and shall comply with all requirements associated therewith. AIP shall provide to City a copy of all Approvals prior to commencement of the Term/AIP's use of the Property.

d) AIP shall not hold the City liable or seek reimbursement, abatement, or remuneration for any interruption in business, utilities, supplies, programming, or other operation resulting from any City, Local, State or Federally declared disaster or emergency.

6. Blackout Dates. The City reserves the Property for its own use, and AIP may not

hold any such events on the following dates: October 12, 2024. In the event the City requires the exclusive use of the Property on any additional dates it shall endeavor to provide AIP with as much advanced notice as practicable.

7. Insurance. AIP agrees to procure and maintain in the following insurance policy in full force and effect, at its sole cost and expense, for the duration of the is agreement:

a) Commercial General Liability including contractual liability for bodily injury and property damage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate.

b) The City shall be named as additional insured on said policy, as follows “The City of Long Beach, its agents, employees, and Elected Officials”. Further the City shall be entitled to 30 days advance written notice of the cancellation or termination of said policy.

8. Termination. This Agreement may be terminated as set forth below.

a) City reserves the absolute right to terminate this Agreement at any time by service of written notice sent via certified mail to AIP’s address set forth above. Upon termination of this Agreement, AIP shall, at its sole cost and expense, promptly remove or cause to be removed from the licensed areas of the Property any and all of the machinery, equipment, supplies and other personal property; or

b) AIP may terminate this Agreement upon fourteen (14) days' written notice sent via certified mail to the City’s address first set forth above.

9. Indemnification. AIP shall indemnify, defend and hold City harmless from and against, and shall cause AIP’s Agents to indemnify, defend and hold City harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, attorney’s fees) arising out of or relating to such entry and activities on the Property by AIP or AIP’s agents or volunteers, including, without limitation, damage to the Property or release of hazardous substances or materials onto the Property. The foregoing indemnity shall survive the termination or expiration of this Access Agreement.

10. Independent Contractor. In performing, directing, or otherwise managing its respective duties and obligations hereunder, AIP shall be deemed to be acting as an independent contractor and nothing herein shall be considered or deemed to establish or otherwise create a relationship of employer and employee, principal and agent, partnership, agency, or joint venture as between the parties, or between either party and any employee or subcontractor of the other party. Each party shall at all times maintain complete control over its employees and operations, including the activities of its instructors, agents, representatives, invitees and volunteers and shall be responsible for all payments to and claims by any of its employees, instructors, agents, representatives, invitees and volunteers in connection with the program(s) operated by AIP in the Property.

11. Miscellaneous.

a) *Construction*. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

b) *Entire Agreement*. This Agreement sets forth all the promises, agreements and understandings between the parties with respect to the subject matter hereof. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by all of the parties hereto.

c) *Legal Provisions Deemed Included*. Every provision required by applicable law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or



referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either Party.

d) *Governing Law.* Any controversy or claim arising from or relating in any way to this Agreement shall be governed and controlled by the laws of the State of New York.

e) *Invalidity of Particular Provision.* If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) *Paragraph Headings.* The paragraph headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.

g) *No Sole Drafter.* Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of this Agreement it shall not be construed against either Party as drafter.

h) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. PDF signatures shall be treated as original signatures for all purposes hereunder.

**IN WITNESS WHEREOF**, the Parties have executed this Access Agreement as of the date first written above.

**City of Long Beach**

By: \_\_\_\_\_  
Daniel Creighton  
City Manager

**Arts in the Plaza, Inc.**

By: Samantha Metzger  
Print: Samantha Metzger  
Title: Director



# Invoice

#5



<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
409235	4/26/2024	1 of 2

Tritech Software Systems, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Long Beach Police, NY  
 Jaime Roman  
 One West Chester Street  
 Long Beach NY 11561  
 United States

**Ship To**  
 Long Beach Police, NY  
 Jaime Roman  
 One West Chester Street  
 Long Beach NY 11561  
 United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
14747	Long Beach Police, NY		USD	2/29/2024

Description	Units	Rate	Extended
Quote No. Q-175827			
1 Barcoding Annual Maintenance Fee - Annual Maintenance Fee Property/Evidence Bar Coding Module Maintenance: Start:3/1/2024, End: 2/28/2025	1	283.97	283.97
2 MBL Communications Server Software Annual Maintenance Fee - Annual Maintenance Fee Mobile Client Software - CAD/NCIC License Maintenance: Start:3/1/2024, End: 2/28/2025	1	454.60	454.60
3 Mobile Annual Maintenance Fee - Annual Maintenance Fee Mobile Communications Server Software Maintenance: Start:3/1/2024, End: 2/28/2025	1	2,359.59	2,359.59
4 Mobile Annual Maintenance Fee - Annual Maintenance Fee Mobile Communications Server Software Maintenance: Start:3/1/2024, End: 2/28/2025	1	750.02	750.02
5 NYS TraCS Interface Ticket Annual Maintenance Fee - Annual Maintenance Fee NYS TraCS Interface - Tickets Maintenance: Start:3/1/2024, End: 2/28/2025	1	710.56	710.56
6 MBL Communications Server Software Annual Maintenance Fee - Annual Maintenance Fee Mobile Client Software - CAD/NCIC License Maintenance: Start:3/1/2024, End: 2/28/2025	1	1,431.29	1,431.29
7 Impact RMS (Workstation License) Annual Maintenance Fee - Annual Maintenance Fee RMS License Maintenance: Start:3/1/2024, End: 2/28/2025	69	324.27	22,374.69
8 Impact CAD - Backup/Standby Station (User) Annual Maintenanc - Annual Maintenance Fee VCAD Backup Center License Maintenance: Start:3/1/2024, End: 2/28/2025	1	1,214.82	1,214.82
9 Impact CAD - Server (Site) & 2 Stations (User) Annual Mainte - Annual Maintenance Fee VCAD Server Software 2 Station License Maintenance: Start:3/1/2024, End: 2/28/2025	1	15,199.15	15,199.15



# Invoice

<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
409235	4/26/2024	2 of 2

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Long Beach Police, NY  
Jaime Roman  
One West Chester Street  
Long Beach NY 11561  
United States

**Ship To**  
Long Beach Police, NY  
Jaime Roman  
One West Chester Street  
Long Beach NY 11561  
United States

<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Due Date</b>
14747	Long Beach Police, NY		USD	2/29/2024

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
10	Comnetix LiveScan/CardScan Interface Maintenance Fee - Annual Maintenance Fee Comnetix LiveScan/CardScan Interface Maintenance: Start:3/1/2024, End: 2/28/2025	1	809.88	809.88

RB#400256

<b>Please include invoice number(s) on your remittance advice.</b>	<b>Subtotal</b>	45,588.57
	<b>Tax</b>	0.00
	<b>Invoice Total</b>	45,588.57
	<b>Payments Applied</b>	0.00
	<b>Balance Due</b>	<b>USD 45,588.57</b>