

71510

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Robin Schlaff
Director

DATE: September 4, 2019

SUBJECT: Resolution authorizing the County of Westchester to enter into an agreement with Manhattanville College to use the East Rooms, 2nd floor of Benziger Hall on October 10, 2019 to host the 19th Annual Police Interactive Training Conference.

The County of Westchester, acting by and through its Office for Women, (the "County") is requesting authority to enter into a license agreement with Manhattanville College (the "College") pursuant to which the College will grant to the County, and the County will accept, a license to use the College's premises and facilities located in the East Rooms, 2nd floor of Benziger Hall on Thursday, October 10, 2019, at no cost, between 7:30 a.m. and 4:00 p.m. in order to host the 19th Annual Police Interactive Training Conference (the "Agreement").

Under the proposed Agreement, the College is waiving the license fee, but has included an Indemnification provision wherein the College is requesting that the County indemnify and hold harmless the College from and against certain claims, including costs and expenses. I have attached Article VI "Indemnification" of the proposed Agreement as Exhibit "A" for your Honorable Board's reference.

The proposed Agreement will serve a public purpose by providing a forum to educate local police and probation officers on domestic violence and sexual violence issues to benefit the community.

The proposed Agreement is in the County's best interest in that it will further improve the performance of local police and probation officers in carrying out their duties to protect the public.

This agreement is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

RS/DI
Attachment

RESOLUTION

Upon a communication from the Director of the Office for Women, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Office for Women, (“County”) is hereby authorized to enter into a license agreement with Manhattanville College (the “College”) pursuant to which the College will grant to the County, and the County will accept, a license to use the College’s premises and facilities located in the East Rooms, 2nd floor of Benziger Hall on Thursday, October 10, 2019, between 7:30 a.m. and 4:00 p.m. in order to host the 19th Annual Police Interactive Training Conference (the “Agreement”); and be it further

RESOLVED, that the College is waiving the license fee, but the Agreement will include an Indemnification provision attached hereto and made a part hereof as Exhibit “A” in which the County will indemnify and hold harmless the College from and against certain claims, including costs and expenses; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be charged/credited:

Fund	Dept	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year(s)
					\$0	2019

Budget Funding Year(s) 2019 **Start Date:** 10/10/2019 **End Date:** 10/10/2019
 (must match resolution)

Funding Source:

\$0 Tax Dollars _____
 (must match resolution) State Aid _____
 Federal Aid _____
 Other _____

EXHIBIT "A"

ARTICLE VI: INDEMNIFICATION

The parties expressly agree that the Licensor is not involved in the operation of the program and that there will be no privity of contract between the Licensor and the participants or their representatives or between the Licensor and the Licensee's staff members or their representatives.

The Licensee agrees to include the following provision in any agreement with a participant or his representative:

The parties hereto acknowledge and agree that Manhattanville College is not involved in or responsible for operating the Westchester County program contemplated hereby or for performing any of the Westchester County's other obligations set forth herein. Accordingly, the parties expressly acknowledge and agree that Manhattanville College shall not be liable for The Westchester County's failure to perform its obligations hereunder, including without limitation Westchester County's failure to refund any payments made to it under this agreement.

The Westchester County further expressly agrees that this agreement creates no contractual relationship with Manhattanville College and that in any dispute relating to the Westchester County's performance of its obligations hereunder, Manhattanville College shall not be liable for such performance or any damages resulting therefrom and shall not be joined as a party in such dispute.

The Licensee further agrees to include the following provision in any agreement with any staff member retained to assist the Licensee in the operation of Westchester County program or his representative:

The parties acknowledge and agree that Manhattanville College is not involved in or responsible for operating the Westchester County program contemplated hereby or for performing, any of Westchester County's other obligations set forth herein, including paying the salary provided for in this agreement. Accordingly, the parties agree that Manhattanville College is not and shall not be liable for Westchester County's failure to perform any of its obligations hereunder. Westchester County further agrees that this agreement creates no contractual relationship with Manhattanville College and that in any dispute relating to Westchester County's performance of its obligations hereunder, Manhattanville College shall not be liable for such performance or any damages resulting therefrom and shall not be joined as a party in such dispute.

The Licensee hereby indemnifies and holds harmless the Licensor, its Trustees, Officers, Administrators, Faculty, employees and agents from and against any claims asserted against them for personal injury, damage, loss or breach of contract, arising out of or relating to (i) the Licensee's performance of its obligations under any agreement (oral or written) with any participant or his representative, or with any staff member or his representative, or (ii) the use of the facilities. The Licensee further agrees to indemnify the Licensor, its Trustees, Officers, Administrators, employees and agents for any costs and expenses incurred in connection with resolving or defending any such claims including, without limitation, reasonable attorney's fees.