

George Latimer  
County Executive

# 101336

May 17, 2023

To: The Honorable Board of Acquisition and Contract

From: George Latimer  
County Executive

Re: Authority to enter into a short-form license agreement with Pace University to use space at Elisabeth Haub School of Law, 78 North Broadway, White Plains, New York for an Asian American Advisory Board event from 4:00 to 9:00 p.m. on May 22, 2023, for a total cost not to exceed \$2,500.00 and specifying that the County will provide an indemnification.

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Authority is sought for the County of Westchester ("County") to enter into a short-form license agreement with Pace University to use space at Elisabeth Haub School of Law, 78 North Broadway, White Plains, New York for an Asian American Advisory Board event from 4:00 to 9:00 p.m. on May 22, 2023, for a total cost not to exceed \$2,500.00 payable pursuant to an approved budget.

The agreement also requires the County, defined as the User, to provide the following indemnification:

"User hereby agrees to indemnify, defend, and hold harmless Pace University, and all of its affiliated entities, whether direct or indirect, and all its trustees, officers, agents, employees, licensees, successors, and assigns of any of the foregoing (collectively, the "Affiliates"), from and against any and all claims, actions, suits, proceedings, liabilities, losses, demands, and fines whatsoever (including court costs, attorneys' fees and related disbursements, whether incurred by Pace in actions involving third parties or in actions against User for claims under this Agreement) (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with (i) the breach by User, or User's students, employees, and/or agents, of any of User's agreements or covenants under this Agreement, (ii) the breach of any of User's representations and warranties hereunder, (iii) the presentation of the Event, (iv) the use of the Licensed Premises, or any part thereof, in connection with the presentation of the Event or any preparation for or move-in or move-out of the Event, including, but not limited to, areas utilized by guests attending the Event, box office areas, elevators, escalators, stairs, seating areas, lavatories, merchandise and concession areas, and all areas and facilities utilized for ingress and egress of guests, or (v) non-compliance with required safety precautions, and/or costs and expenses, including reasonable attorneys' fees, occurring as a result

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of, or arising out of User's use of and access to the Licensed Premises and any other Pace facility, property and/or services..

Without limiting the provisions of Section 28(a), above, User hereby agrees to indemnify Pace and the Affiliates for any damage to the property (whether in or about the Licensed Premises) of Pace, the Affiliates, or any third party whether caused by persons participating in, or assisting persons participating in, or attending, the Event, or otherwise. All repairs to the damaged property of Pace shall be made by firm(s) designated by Pace. The charges for such services shall not exceed the charges generally prevailing for comparable services.

For purposes of this Section 28 and otherwise, the following activities shall be deemed to be part of the Event: (i) any hospitality function, reception or similar event hosted by User anywhere in the Licensed Premises on the date of the Event, and all move-in and move-out activities, shall be deemed to be part of the Event; and (ii) any recording, filming, videotaping or exploitation of the Event or during the Term. Accordingly, the indemnity and insurance provisions contained respectively in this Section 28 and in Section 29, below, shall be deemed to apply to each and all such activities."

As your Honorable Board is aware, short-form contracts for amounts less than \$35,000 do not generally require the approval of your Honorable Board unless those contracts contain provisions that would potentially put the County at risk, such as this agreement which contains an indemnification clause. As such, the agreement requires approval of your Honorable Board.

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

The goals and objectives of this agreement are to share a recent study done and its findings, open conversation with Q & A.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

GL/dlv

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/18/2024 - RAYMOND S. WILKINS SECRETARY

## RESOLUTION

Upon a communication from the County Executive, be it hereby

**RESOLVED**, that the County of Westchester ("County") is hereby authorized to enter into a short-form license agreement with Pace University to use space at Elisabeth Haub School of Law, 78 North Broadway, White Plains, New York for an Asian American Advisory Board event from 4:00 to 9:00 p.m. on May 22, 2023, for a total cost not to exceed \$2,500.00 payable pursuant to an approved budget; and be it further

**RESOLVED**, that the agreement shall require the County, defined as the User, to provide the following indemnification:

"User hereby agrees to indemnify, defend, and hold harmless Pace University, and all of its affiliated entities, whether direct or indirect, and all its trustees, officers, agents, employees, licensees, successors, and assigns of any of the foregoing (collectively, the "Affiliates"), from and against any and all claims, actions, suits, proceedings, liabilities, losses, demands, and fines whatsoever (including court costs, attorneys' fees and related disbursements, whether incurred by Pace in actions involving third parties or in actions against User for claims under this Agreement) (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with (i) the breach by User, or User's students, employees, and/or agents, of any of User's agreements or covenants under this Agreement, (ii) the breach of any of User's representations and warranties hereunder, (iii) the presentation of the Event, (iv) the use of the Licensed Premises, or any part thereof, in connection with the presentation of the Event or any preparation for or move-in or move-out of the Event, including, but not limited to, areas utilized by guests attending the Event, box office areas, elevators, escalators, stairs, seating areas, lavatories, merchandise and concession areas, and all areas and facilities utilized for ingress and egress of guests, or (v) non-compliance with required safety precautions, and/or costs and expenses, including reasonable attorneys' fees, occurring as a result of, or arising out of User's use of and access to the Licensed Premises and any other Pace facility, property and/or services..

Without limiting the provisions of Section 28(a), above, User hereby agrees to indemnify Pace and the Affiliates for any damage to the property (whether in or about the Licensed Premises) of Pace, the Affiliates, or any third party whether caused by persons participating in, or assisting persons participating in, or attending, the Event, or otherwise. All repairs to the damaged property of Pace shall be made by firm(s) designated by Pace. The charges for such services shall not exceed the charges generally prevailing for comparable services.

For purposes of this Section 28 and otherwise, the following activities shall be deemed to be part of the Event: (i) any hospitality function, reception or similar event hosted by User anywhere in the Licensed Premises on the date of the Event, and all move-in and move-out activities, shall be deemed to be part of the Event; and (ii) any recording, filming, videotaping or exploitation of the Event or during the Term. Accordingly, the indemnity and insurance provisions contained respectively in this Section 28 and in Section 29, below, shall be deemed to apply to each and all such activities." and be it further

**RESOLVED**, that the County Executive or his duly appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	11	0800	4380		\$2,500.00

Budget Funding Year(s) 2023 Start Date: May 22 End Date: May 22  
 (must match resolution)

Funding Source Tax Dollars: \$2,500.00  
 State Aid \_\_\_\_\_  
 Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/18/2023 - RAYMOND SCULKY, SECRETARY