

93407

Date: May 18, 2022
To: Board of Acquisition and Contract
From: Kenneth W. Jenkins
Deputy County Executive
Re: **Authority to enter into a Facilities Use Agreement with Pace University for use of meeting space at its law school in White Plains to host a conference on May 24, 2022.**

Authority is hereby requested from your Honorable Board for the County of Westchester (the "County") to enter into a Facilities Use Agreement with Pace University ("Pace"), pursuant to which Pace will grant the County a license to use the Tudor Room and Student Lounge at Pace's Elisabeth Haub School of Law, 78 North Broadway in White Plains, to host the HPN Master Plan Public Hearing on Tuesday, May 24, 2022, between the hours of 3:00 pm and 8:30 pm.

There will be no charge to the County for use of the facility. However, the County must agree to indemnify, hold harmless and defend Pace as follows:

"(a) 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.

(b) Without limiting the provisions of Section 26(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.

(c) For purposes of this Section 26 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 26 and in Section 27, below, shall be deemed to apply to each and all such activities.”

The Facilities Use Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

Your Honorable Board’s approval of the annexed resolution is most respectfully requested.

KWJ/CS/jpg
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/19/2022 - PAULINO GILKY, SECRETARY

RESOLUTION

Upon a communication from the Deputy County Executive, be it hereby

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into a Facilities Use Agreement with Pace University ("Pace"), pursuant to which Pace will grant the County a license to use the Tudor Room and Student Lounge at Pace's Elisabeth Haub School of Law, 78 North Broadway in White Plains, to host the HPN Master Plan Public Hearing on Tuesday, May 24, 2022, between the hours of 3:00 pm and 8:30 pm; and be it further

RESOLVED, that there will be no charge to the County for use of the facility. However, the County must agree to indemnify, hold harmless and defend Pace as follows:

"(a) 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.

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RESOLVED, that the County Executive or his duly authorized designee is hereby 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
N/A					\$0.00

Budget Funding Year(s): 2022
(must match resolution)

Start Date: May 24

End Date: May 24

Funding Source Tax Dollars: _____
 State Aid: _____
\$0.00 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/19/2022 - RAYMOND SCULKY, SECRETARY