

#111023

DATE: April 29, 2025

TO: Board of Acquisition and Contract

FROM: Lisa Denig, Esq.
Commissioner of Human Resources

RE: **Resolution authorizing the County of Westchester to enter into a license agreement with 707/709 Westchester Avenue Owner SPE LLC for the use of its parking lots located off Bryant Avenue at 707/709 Westchester Avenue, White Plains, New York on Sunday, May 4, 2025 to provide additional parking spaces for those individuals taking the Police Officer Examination, and to agree to indemnify, defend and hold the licensor harmless from all liability in connection therewith.**

Transmitted herewith is a resolution which, if approved by your Honorable Board, will authorize the County of Westchester (the "County") to enter into a license agreement (the "Agreement") with 707/709 Westchester Avenue Owner SPE LLC ("SPE"), pursuant to which SPE will license to the County the use of its parking lots located off Bryant Avenue at 707/709 Westchester Avenue, White Plains, New York on Sunday, May 4, 2025, to provide additional parking spaces for those individuals taking the Police Officer Examination. The term of the Agreement will commence at 8:00 a.m. on Sunday, May 4, 2025 and will expire at 2:00 p.m. on Sunday, May 4, 2025. There will be no charge to the County for this license. However, the County will agree to defend, indemnify and hold harmless SPE, as follows:

"Licensee shall indemnify, defend, protect and hold harmless each of Licensor, and their respective affiliates and subsidiaries, and any of such parties, or the Licensor's shareholders, directors, officers, agents, invitees, servants, contractors, members, partners, mortgagees, lessors and employees (collectively "Indemnatee"), from and against any and all losses, liabilities, claims, judgments, damages, interest and expenses of any kind or nature (including attorneys' fees and disbursements) to which Indemnatee may be subject or suffer, whether by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in or on any part of Licensed Area or by Licensee, or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee, or on or in the Property during the Term, or as a result of Licensee's use of the Property or performing any work, or otherwise, that subjects any Indemnatee to any Requirement to which such Indemnatee would not otherwise be subject, or arising from any condition of the Licensed Area due to or resulting from any default by Licensee in keeping, observing or performing of any provision contained in this Agreement, or from any act of negligence of Licensee, or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee."

The proposed Agreement is exempt from the County's Procurement Policy and Procedures pursuant to Section 3(b) thereof, as the proposed Agreement is a license for the use of real property.

The public purpose of the Agreement is to provide additional parking for the large number of individuals expected to be taking the Police Officer Examination.

Accordingly, I recommend adoption of the annexed Resolution.

LD/KVM/jpg
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/01/2025 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Human Resources, be it hereby

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into a license agreement with 707/709 Westchester Avenue Owner SPE LLC (“SPE”), pursuant to which SPE will license to the County the use of its parking lots located off Bryant Avenue at 707/709 Westchester Avenue, White Plains, New York on Sunday, May 4, 2025, to provide additional parking spaces for those individuals taking the Police Officer Examination (the “Agreement”); and be it further

RESOLVED, that the term of the Agreement will commence at 8:00 a.m. on Sunday, May 4, 2025 and will expire at 2:00 p.m. on Sunday, May 4, 2025; and be it further

RESOLVED, that there will be no charge to the County for this license. However, the County will agree to defend, indemnify and hold harmless SPE, as follows:

“Licensee shall indemnify, defend, protect and hold harmless each of Licensor, and their respective affiliates and subsidiaries, and any of such parties, or the Licensor’s shareholders, directors, officers, agents, invitees, servants, contractors, members, partners, mortgagees, lessors and employees (collectively “Indemnatee”), from and against any and all losses, liabilities, claims, judgments, damages, interest and expenses of any kind or nature (including attorneys’ fees and disbursements) to which Indemnatee may be subject or suffer, whether by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in or on any part of Licensed Area or by Licensee, or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee, or on or in the Property during the Term, or as a result of Licensee’s use of the Property or performing any work, or otherwise, that subjects any Indemnatee to any Requirement to which such Indemnatee would not otherwise be subject, or arising from any condition of the Licensed Area due to or resulting from any default by Licensee in keeping, observing or performing of any provision contained in this Agreement, or from any act of negligence of Licensee, or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee.”

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars

Budget Funding Year(s) 2025 Start Date 5-4-25 End Date 5-4-25

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