

County Facilities – Buildings and Grounds

Department of Public Works

AGENDA

September 27, 2016

(immediately following Parks, Operation and Management)

Committee Members: Girard, Wood, Strough, Conover, Seeber, Beaty, Montesi, Braymer Simpson, Leggett, MacDonald

- I. **Committee Meeting Call to Order**..... Chairman Girard
- II. **Motion to Approve Minutes of Prior Committee Meeting**..... Chairman Girard
- III. **Action Agenda/New Business**
Page
- IV. **Referral/Pending Items**
Page
2 None
- V. **Information for Discussion/Review**
Page
 - Court Project – Update - Jeff Tennyson
 - Bergman review of Siemens contract – Update - Jeff Tennyson
 - Executive Session Jeff Tennyson
 To discuss the financial performance of a particular company
- VI. **Privilege of the Floor to discuss any additional items to come before the Committee**
- VII. **Motion to Adjourn**

Attachments - None

FACILITY USE (LICENSE) AGREEMENT

LICENSOR

Warren County
C/O Warren County Administrator
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
(518)761-6539

LICENSEE

Warren County Historical Society
195 Sunnyside Rd.
Queensbury, NY12804

WHEREAS, Licensee whose address and phone number is indicated above, has requested permission to access, occupy and use Building 11 (the former WIC building) (and grounds immediately adjacent thereto for the purpose of accessing Building 11) as a museum, a historical research center, and their primary offices, such hereinafter referred to as the "use", and which license area is more particularly described and marked in blue ink in the aerial map attached hereto and incorporated herein as Schedule "A" - hereinafter the "license area"; and

WHEREAS, the license area includes access over and upon that area of the driveway and vehicle parking area, and use of the grounds surrounding Building 11, as depicted on Schedule "A";

NOW, THEREFORE, Licensee is granted this "License" to accommodate the use of the license area entirely at Licensee's sole risk, upon and subject to the following conditions:

1. For the Privilege herein granted, Licensee shall pay to Warren County:
 - a) the sum of One Dollar (\$1) payable upon execution of this License.
 - b) Other amounts when required by the terms of this License as set forth below.
2. As described above, the use of the license area by Licensee is limited to a museum, a historical research center, and use as Licensee's primary office location. Licensee shall conduct the use in accordance with its written proposal attached hereto and incorporated herein as Schedule "B".
3. This License shall take effect upon execution by both parties and shall terminate for any reason on sixty (60) days written notice to the other party.

4. Licensee represents that it has inspected the license area and Licensee has deemed it acceptable for use as a museum, historical research center, and office space. Licensee further represents that it is accepting use and occupancy of the license area in "as is" habitable condition. Should the Licensee determine that renovations, additions, or any other improvements or major repairs are needed for the use of the license area, such work shall be approved in advance by the Superintendent of the Department of Public Works. Permission for changes to the structure will not reasonably be withheld. Licensee shall be responsible for obtaining a certificate of occupancy.

5. Licensee shall pay any damages because of injury to or destruction of any part or all of any facilities, or apparatus, buildings or other improvements and/or structures of any kind and nature in the license area owned by the County of Warren, and caused directly or indirectly by any occurrence and arising out of the existence or maintenance of the use allowed pursuant to the terms of this License.

6. Licensor shall be responsible for the removal of all garbage, refuse, debris and snow resulting from the use of the license area by Licensee. Licensor will also be responsible for all upkeep of the grounds surrounding Building 11, including but not limited to mowing. Except as provided by paragraph 7 herein, Licensor shall pay all utility costs.

7. Licensee shall be responsible for keeping the licensed area clean and maintained. In the event Building 11 is reconnected to the available power grid (which if reconnected shall be at the cost of Licensor or other third party), Licensee shall then pay all metered utility costs for the balance of the license term.

8. It is expressly agreed that at all times and for all purposes under this License the County shall maintain title and ownership to the license area and, shall, without the need of further agreements or instruments acquire title and ownership to any and all improvements made by the Licensee or its agents, contractors or sub-contractors in the license area. Through this License the Licensee is not acquiring nor shall it claim to have acquired any ownership interest in the license area or any of the improvements made by the Licensee, its agents, contractors or sub-contractors thereon.

9. Licensee agrees to pay for and provide insurance coverage identified herein. The Licensee agrees to effectuate the naming of Warren County, its Board, Officers and employees and as additional insureds on Licensee's general liability policies and further agrees:

- i. that all policies naming Warren County, its Board, Officers and employees as additional insureds shall be rated A by A.M. Best Rated and licensed to sell insurance in New York State; contain a fifteen (15) day notice of cancellation clause for reason of non-payment and at least sixty (60) days notice of cancellation for non-renewal or conditional renewal; state that the Licensee's shall be primary coverage for Warren County, its Board, officers and/or employees; insure all obligations of Licensee under the terms of the policies; and specify that no subrogation against Warren County or its Board, officers and/or employees shall exist and no recourse shall exist against Warren County for payment or premiums and/or assessments.
- ii. to indemnify Warren County, its Board, Officers and employees for any applicable deductibles.
- iii. To furnish a general liability policy with coverage limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- iv. Licensee shall provide Licensor with a copy of the additional insured endorsement and is required to report all incidents and safety hazards, in writing, to Licensor.
- v. Copies of the policies shall be provided upon request to Warren County and a certificate of insurance evidencing the above requirements have been met shall be furnished to the County prior to any use.
- vi. For events where alcohol will be served, Licensee shall provide Licensor with an insurance policy specifically including coverage for liquor law liability in an amount not less than Five Hundred Thousand Dollars (\$500,000).

The failure of Warren County to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by Warren County. The enumeration in this License of the kind and amount of insurance

shall not abridge, diminish or effect the Licensee's legal responsibilities for consequences of accidents arising out of or resulting from operations of Licensee under this License.

10. To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Warren County, its boards, officers, employees, volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees, volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Licensee's employees, subcontractors, agents, guests, invitees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the use or occupancy by Licensee of the license area or from any of the acts or omissions on the part of the Licensee, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors, guests and invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Warren County and the Licensee shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

11. Should Warren County, the Warren County Superintendent of the Department of Public Works or his designated representative or the Administrator of the Warren County Buildings & Codes Department, discover any hazardous conditions or a failure by Licensee to remain in complete compliance with the terms of this License or a failure by Licensee to, in a good and workmanlike manner, maintain any facilities for the use allowed by this License, the Licensee will be so advised verbally or, if time permits, by written notice to perform proper maintenance, eliminate the hazard and/or otherwise resolve the issues raised concerning Licensee's use of the property. In the event Licensee fails to take immediate action to remove any hazards, repair and/or continue maintenance, or otherwise keep Licensee's use in a good workmanlike manner, the Superintendent of the Department of Public Works or his representative or the Administrator of the Warren County Building & Codes Department, may take such action as may be necessary to safeguard the public, including any repairs, maintenance and/or corrections effecting the use that may be deemed necessary. All costs resulting therefrom

shall be paid by the Licensee. Notwithstanding the provisions of this Paragraph and Paragraph 2 hereof, where the Warren County Superintendent of Public Works or the Administrator of the Warren County Building & Codes Department determines that there has been unsafe use of the license area by the Licensee, its employees, staff, agents, guests or invitees, the Superintendent of Public Works or the Administrator of the Warren County Building & Codes Department may, in the interest of public safety, suspend this use licensing agreement for such period of time as may be determined appropriate by the Superintendent of Public Works or the Administrator of the Warren County Building & Codes Department and to allow sufficient time for the unsafe use to be addressed.

12. This License and the terms and conditions hereof shall remain in effect during Licensee's use of the property. The obligations assumed by Licensee by reason of this License shall continue until the use authorized is terminated.

13. The privilege granted by this License does not authorize any infringement of federal, state or local laws or regulations and is limited to the extent of the authority of the County in the premises. Licensee shall be responsible for securing any permits or other governmental reviews and/or approvals and/or Licenses from third parties that may be necessary to engage in the use allowed hereunder.

14. This License and rights obtained hereunder shall not be assigned or transferred by Licensee without the express written approval of Licensor.

15. Upon termination of this License, as herein provided, or upon breach by the Licensee of any of the covenants and agreements herein contained or upon the Licensee's abandoning use of the license area, the Licensee covenants and agrees that, at its own cost and expense, it will at once remove the same from the premises of the Licensor and restore the license area to its former condition; or, upon failure so to do, the Licensor may make such removal and restoration at the cost and expense of the Licensee, which said cost and expense the Licensee hereby covenants and agrees to pay promptly upon demand of the Licensor.

16. Due to the nature of this License, the parties anticipate and hereby agree to communicate regularly with each other and through designated contact persons throughout the term of this License. Should the parties deem it necessary or the situation warrant it, communications and/or notices shall be deemed given sufficiently for purposes of this License, if the same are committed to written form and delivered respectively to:

WARREN COUNTY

Warren County
c/o Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845
(518)761-6463

LICENSEE

Warren County Historical Society

Delivery of written notices or communications to the aforementioned persons shall be deemed to have occurred when such communications are either personally handed to the persons or representatives in their respective offices. Further, delivery shall be deemed to have occurred if such written notices and/or communications are mailed to the persons, return receipt requested, to the addresses indicated above by depositing the same in an official receptacle of the United States Postal Service. Written notices and/or communications shall be deemed given as of the date of delivery.

17. No delay or failure by either party to exercise any right under this License and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

18. This License is the entire agreement between the parties. This License may not be changed or ended orally. This License may only be revised, changed and/or otherwise amended by further written agreement executed by both parties. It is understood and agreed by and between the parties that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

19. This License may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which constitute one (1) and the same instrument.

20. This License shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.

21. This License was authorized by Warren County Board of Supervisors Resolution No. _____ of 2016.

IN WITNESS WHEREOF, the parties have hereto signed this License as of the date and year indicated next to their signatures.

Approved as to Form:

COUNTY OF WARREN

Assistant Warren County Attorney

By _____
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: _____

Warren County Historical Society

By _____

Title _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public