

LICENSE AGREEMENT

This Agreement made this ___ day of September 2017, by and between the **City of Yonkers Parking Authority**, located at 8 Buena Vista Avenue, Yonkers New York 10701 (“Licensor”), and the **Yonkers Public Schools**, located at One Larkin Plaza, Yonkers New York 10701 (“Licensee”).

WITNESSETH:

WHEREAS, the Licensee wishes to enter into contract with Licensor for the provision of parking spaces for Licensee’s employees during the work day;

WHEREAS, Licensor desires to provide parking spaces to Licensee’s employees; and

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement (“IMA”) by and between the Yonkers Public Schools, acting by through its Board of Education (“BOE”) and the City of Yonkers (“City”) as filed in the Office of the City Clerk on June 16, 2014, the terms of the agreement are subject to review and revision by the City’s Corporation Counsel, as well as approval, if applicable, by the City’s Board of Contract and Supply (“BOCS”).

NOW, THEREFORE, the parties agree as follows:

1. The Licensor hereby provides to the Licensee the use of FORTY FIVE (45) parking permits (“Permits”), for parking spaces within the municipal parking lot known as the Buena Vista Garage facility (the “Garage”), located at the corner of Buena Vista Avenue and Hudson Street in Yonkers, New York.
2. The Permits shall be made available at the rate of FIFTY (\$50.00) DOLLARS per Permit per month. Payment shall be made in twelve equal monthly installments no later than the first of each month.
3. The term of this Agreement shall be from August 1, 2017 through July 31, 2019.
4. Either party may terminate this Agreement upon sixty (60) days written notice. However, the Licensor reserves the right to terminate this Agreement upon ten (10) days written notice upon the determination that the actions or performance of the Licensee will endanger the public health or safety; provided however that Licensee shall be given the reasonable opportunity to cure any such issue.

5. Licensee represents that all vehicles accessing the Garage pursuant to this Agreement are the personal property of Licensee's employees and not the property of the Licensee.
6. Licensee shall indemnify and hold harmless, the Licensor and its officers, agents, and employees from and against any and all liability, damages, costs, judgments, fees, attorneys' fees or loss arising directly from this Agreement, and to provide defense for and defend, any and all claims, demands, or causes of action arising directly from this Agreement and to bear all costs and expenses related thereto. Licensor agrees to provide Licensee (to the attention of the Corporation Counsel) with the timely write notice of any such claim, demand, or causes of action.
7. The Licensor, at its sole cost and expense, shall keep the Garage and the fixtures and equipment thereon clean, safe and in good order and shall make all required repairs.
8. In the event that, due to damage by fire or other casualty, the Licensor elects to discontinue the operation of this Agreement, this Agreement shall terminate and the Licensee shall have no liability to the Licensor.
9. The Licensee shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the Licensor.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
11. This Agreement and any disputes hereunder shall be governed by the laws of the State of New York. Westchester County, New York shall be the venue for any legal disputes arising under this License.
12. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.
13. This Agreement shall not be enforceable until signed by both parties and approved by the Corporation Counsel for the City of Yonkers.

14. This Agreement may not be modified unless such modification is in writing and has been agreed to and duly executed by the party or parties affected by said modification.
15. The Parties hereby consent to the Corporation Counsel drafting this Agreement and continuing to represent each Party as trusted legal counsel on the transactions contemplated by this Agreement and on other matters. Each party consents to the dual representation and hereby waives any claim against the other Party and against the Corporation Counsel based upon such dual representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

YONKERS PUBLIC SCHOOLS

**CITY OF YONKERS PARKING
AUTHORITY**

By: _____

By: _____

Name: Dr. Edwin Quezada *RS*

Name: Gail M. Burns

Title: Superintendent

Title: Executive Director

Date: _____

Date: _____

By: _____

Name: Rev, Steve Lopez *RS*

Title: President

Date: _____

APPROVED AS TO FORM

Yonkers Corporation Counsel

DATE BOE APPROVAL: _____

DATE BOCS APPROVAL: _____