

**35733**

DATE: August 29, 2013

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Kevin Plunkett  
Deputy County Executive

SUBJECT: Authority to enter into an agreement with the YWCA of White Plains & Central Westchester to co-sponsor a four week "Autumn Workshop Series" to be held at 515 North Street, White Plains, New York on September 10, 17, 24 and October 1, 2013

Authority is requested for the County of Westchester (the "County") to enter into an agreement with YWCA of White Plains & Central Westchester (the "YWCA"), pursuant to which the YWCA will co-sponsor with the County and provide space for a four week "Autumn Workshop Series" (the Workshop) to be held at 515 North Street, White Plains, New York on September 10, 17, 24 and October 1, 2013 (the "Agreement"). Under the proposed Agreement, the County will pay to the YWCA an amount not-to-exceed \$600.00, pursuant to an approved budget.

In consideration for co-sponsoring and providing space for the Workshop, the County will agree to execute a "Hold Harmless Agreement" in which the County will agree to indemnify, defend and hold harmless the YWCA, its agents, employees, volunteers and associates from any and all liability arising out of actions of the County in the operation of the Workshop and indemnify the YWCA as to any and all claims made against the YWCA by virtue of their activities, and further indemnify the YWCA as to all expenses incurred in defending any such claims including reasonable attorney's fees. The Hold Harmless Agreement is attached to the proposed resolution as Exhibit ("A"). Further, the County will provide to the YWCA a letter stating that the County is self-insured.

The proposed Agreement will serve a public purpose by providing the residents of the County with an opportunity to attend the Workshop to improve their quality of life by providing hands on, interactive sessions on the topics of employment, intuition for improvement in health and well-being and ways to manage stress to gain greater health and happiness.

The goals and objectives of the proposed Agreement are to provide valuable information to the residents of the County as well as to improve the quality of life for residents of the County.

The goals and objectives of the proposed Agreement are in the best interests of the County in terms of improving the quality of life and productivity of County residents in areas of employment, health, well-being and happiness, thereby improving the overall economy of the County.

The goals and objectives of the proposed Agreement will be tracked and monitored by the staff of the Westchester County Office for Women.

Accordingly, I most respectfully recommend the adoption of the annexed Resolution.

RS/lac

## 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 an agreement with the YWCA of White Plains & Central Westchester (the “YWCA”), pursuant to which the YWCA will co-sponsor with the County and provide space for a four week “Autumn Workshop Series” (the “Workshop”) which will be held at 515 North Street, White Plains, New York on September 10, 17, 24 and October 1, 2013 (the “Agreement”); and be it further

**RESOLVED**, that under the Agreement, the County will pay to the YWCA an amount not-to-exceed \$600.00, pursuant to an approved budget; and be it further

**RESOLVED**, that, in consideration for co-sponsoring and providing space for the Workshop, the County will execute a Hold Harmless Agreement in which the County will agree to indemnify, defend and hold harmless the YWCA, its agents, employees, volunteers and associates from any and all liability arising out of actions of the County in the operation of the Workshop and indemnify the YWCA as to any and all claims made against the YWCA by virtue of their activities, and further indemnify the YWCA as to all expenses incurred in defending any such claims including reasonable attorney’s fees. The Hold Harmless Agreement is attached hereto at Exhibit “A”; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget, (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amount and rates approved herein. If the County subsequently offers to pay a reduced amount to the YWCA, then the YWCA shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonable necessary and appropriate to effectuate the purposes of this Resolution.

Account to be charged/credited:

FUND	DEPT	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year
101	11	0900	4982	N/A	\$600.00	2013

Budget Funding Year(s) **2013** Start Date: **9/10/2013** End Date: **10/01/2013**  
(must match resolution)

Funding Source: Tax Dollars **\$600**

**\$600.00**

(must match resolution)

State Aid \_\_\_\_\_

Federal Aid \_\_\_\_\_

Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/05/2013 JOMARY PERA SECRETARY

**EXHIBIT "A"**

**HOLD HARMLESS AGREEMENT**

We AGREE to save and hold harmless the YWCA of White Plains & Central Westchester, 515 North Street, White Plains, NY 10605, its agents, employees, volunteers and associates from any and all liability arising out of actions of the undersigned firm, individual or organization in the operation or conduct of our business on the premises located at YWCA of White Plains & Central Westchester, 515 North Street, White Plains, NY 10605, as outlined in the contract dated \_\_\_\_\_ . We shall indemnify the YWCA of White Plains & Central Westchester, as to any and all claims made against the association by virtue of our activities, and further indemnify said council as to all expenses incurred in defending any such claims including reasonable attorney's fees.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Firm/Organization

\_\_\_\_\_  
Date