

48241

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Honorable Robert P. Astorino
Westchester County Executive
Robin Schlaff
Director, Office for Women

DATE: August 27, 2015

RE: Authority to enter into:

- 1) An agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”), pursuant to which Verizon will provide the County with up to 35 cell phones to be loaned to victims of domestic violence, child abuse, stalking and other violent crimes, who may benefit from having personal access to a cell phone for emergency situations, to help them maintain a safe environment and improve their quality of life, with an initial allotment of minutes and text messages for each phone, at no cost to the County, for a term of one (1) year, commencing upon execution; and
- 2) A loan agreement with each individual victim to whom the County is loaning a Verizon-provided cell phone, with each agreement having a term commencing upon execution and continuing until the victim ceases use of the service and returns the phone to the County, subject to the County’s and Verizon’s respective rights to terminate each agreement upon notice to the victim.

Authority is respectfully requested from your Honorable Board for the County of Westchester, acting by and through its Office for Women, (the “County”) to enter into:

- 1) An agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”), pursuant to which Verizon will provide the County with up to 35 cell phones to be loaned to victims of domestic violence, child abuse, stalking and other violent crimes, who may benefit from having personal access to a cell phone for emergency situations, to help them maintain a safe environment and improve their quality of life, with an initial allotment of minutes and text messages for each phone, (the “Cell Phones”) at no cost to the County, for a term of one (1) year, commencing upon execution (the “Verizon Agreement”); and

- 2) A loan agreement with each individual victim to whom the County is loaning a Verizon-provided cell phone, with each agreement having a term commencing upon execution and continuing until the victim ceases use of the service and returns the phone to the County, subject to the County's and Verizon's respective rights to terminate each agreement upon notice to the victim (the "Individual Agreements").

In consideration of Verizon providing the Cell Phones, the County will agree, in the Verizon Agreement, to indemnify and hold harmless Verizon and its affiliates, agents, officers, and employees from all claims, demands, damages, losses, liabilities, penalties, and expenses, including attorneys' fees, arising out of the County's negligent acts or omissions, breach of the Verizon Agreement or breach of any representations or warranties.

The proposed Verizon Agreement will serve a public purpose by providing the County with the Cell Phones for distribution to victims of domestic violence, child abuse, stalking and other violent crimes, and thereby provide such persons with personal access to a cell phone for emergency situations and help them maintain a safe environment and improve their quality of life. The proposed Individual Agreements will serve a public purpose by facilitating the County actually providing the Cell Phones to the above-described individuals.

The goal and objective of the proposed Verizon Agreement is to provide the County with the Cell Phones for distribution to victims of domestic violence, child abuse, stalking and other violent crimes, and thereby provide such persons with personal access to a cell phone for emergency situations and help them maintain a safe environment and improve their quality of life. The goal and objective of the proposed Individual Agreements is to facilitate the County actually providing the Cell Phones to the above-described individuals.

The goal and objective of the proposed Verizon Agreement is in the best interests of the County in terms of safety and security, as it will provide the County with the Cell Phones for distribution to victims of domestic violence, child abuse, stalking and other violent crimes, and thereby provide such persons with personal access to a cell phone for emergency situations and help them maintain a safe environment and improve their quality of life. The goal and objective of the proposed Individual Agreements is also in the best interests of the County in terms of safety and security, as they will facilitate the County actually providing the Cell Phones to the above-described individuals.

The goal and objective of the proposed Verizon Agreement and proposed Individual Agreements will be tracked and monitored by the staff of the Office for Women.

Attached for your consideration is a proposed resolution.

RESOLUTION

Upon a communication from the Westchester County Executive and the Director of the Office for Women, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Office for Women, (the "County") is hereby authorized to enter into:

- 1) An agreement with Cellco Partnership d/b/a Verizon Wireless ("Verizon"), pursuant to which Verizon will provide the County with up to 35 cell phones to be loaned to victims of domestic violence, child abuse, stalking and other violent crimes, who may benefit from having personal access to a cell phone for emergency situations, to help them maintain a safe environment and improve their quality of life, with an initial allotment of minutes and text messages for each phone, (the "Cell Phones") at no cost to the County, for a term of one (1) year, commencing upon execution (the "Verizon Agreement"), and
- 2) A loan agreement with each individual victim to whom the County is loaning a Verizon-provided cell phone, with each agreement having a term commencing upon execution and continuing until the victim ceases use of the service and returns the phone to the County, subject to the County's and Verizon's respective rights to terminate each agreement upon notice to the victim

; and be it further

RESOLVED, that, in consideration of Verizon providing the Cell Phones, the County will agree, in the Verizon Agreement, to indemnify and hold harmless Verizon and its affiliates, agents, officers, and employees from all claims, demands, damages, losses, liabilities, penalties, and expenses, including attorneys' fees, arising out of the County's negligent acts or omissions, breach of the Verizon Agreement or breach of any representations or warranties; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Account to be charged/credited:

FUND	DEPT	Major Program, Program & Phase, Or Unit	Object/ Sub-Object	Trust Account	Dollars	Funding Year
					\$0	

Budget Funding Year(s): _____ Start Date: Upon execution End Date: 1 year after execution
(must match resolution)

\$0
(must match resolution)

Funding Source: Tax Dollars _____
State Aid _____
Federal Aid _____
Other _____