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**84950**

**TO:** The Honorable Board of Acquisition and Contract

**FROM:** Reginald A. LaFayette & Douglas A. Colety  
Commissioners of the Board of Elections

**DATE:** May 7, 2021

**RE:** Resolution authorizing the County of Westchester (the "County") to agree to hold harmless and indemnify the Scarsdale Union Free School District, owner of any and all polling places to be used by the County in connection with the upcoming Elections in 2021.

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The County of Westchester (the "County"), acting by and through its Board of Elections ("Board of Elections"), uses many non-County owned facilities (such as schools, houses of worship and municipal buildings) as polling places in order to conduct Primary, Special and General Elections. The Board of Elections has advised that the Scarsdale Union Free School District, the owner of certain polling places ("Scarsdale") has requested that the County agree to indemnify them, in writing, for any damage and/or injury that may result from the County's usage of their property as polling place in connection with the upcoming School District, State and Local Primary and Special Elections and the General Election in 2021.

If authorized by your Honorable Board, the attached resolution would authorize the County to agree as follows:

"The County of Westchester does hereby covenant and agree to defend, indemnify and hold harmless the District from and against any and all liability, loss, damages, claims or actions (including attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the District's property, facilities and/or services including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the above-named organization. He/she on behalf of the above-named organization understands and agrees that its use of the Districts property and facilities includes, but is not limited to, all areas identifies in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or

connected with the use of the premises (Hereinafter referred to as “Incidental Areas”). He/she on behalf of the above-named organization agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any Incidental Areas.”

The public purpose, as well as the goal and objective of this resolution, is to allow the Board of Elections to carry out its statutory duties in connection with all upcoming 2021 Primary, Special and General Elections and to ensure that polling places are available to enable all eligible County residents to exercise their right to vote.

As we believe this to be in the best interests of the County, and necessary for the Board of Elections to carry out its statutory duties in connection with the upcoming Elections, we most respectfully recommend and urge the adoption of the annexed Resolution.

RAL/DAC/di

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/20/2021 - LISA MARIJA SECRETARY

**RESOLUTION**

Upon a communication of the Commissioners of the Board of Elections, be it hereby

**RESOLVED**, that the County of Westchester (the “County”) is hereby authorized to enter into an agreement with the Scarsdale Union Free School District to utilize school(s) as polling sites elections in 2021 which provides as follows:

“The County of Westchester does hereby covenant and agree to defend, indemnify and hold harmless the District from and against any and all liability, loss, damages, claims or actions (including attorney’s fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the District’s property, facilities and/or services including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the above-named organization. He/she on behalf of the above-named organization understands and agrees that its use of the Districts property and facilities includes, but is not limited to, all areas identifies in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (Hereinafter referred to as “Incidental Areas”). He/she on behalf of the above-named organization agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any Incidental Areas.”

; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute all appropriate contracts or documents necessary to effectuate the purposes of this resolution in the manner prescribed by law.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars

Budget Funding Year(s) \_\_\_\_\_ Start Date 06/19/2021 End Date 12/31/21  
 (must match resolution)

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