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TO: The Honorable Board of Acquisition and Contract

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

DATE: October 19, 2020

RE: Resolution authorizing the County of Westchester (the "County") to agree to hold harmless and indemnify the Bedford Presbyterian Church, owner of a polling place to be used by the County in connection with the upcoming Election on November 3, 2020.

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 Bedford Presbyterian Church, the owner of certain polling places ("BPC") 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 General Election on November 3, 2020.

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

"- The County, its officers, employees and agents hereby releases, discharges, and holds harmless BPC, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the County's use of the BPC premises as set forth above. The County understands and agrees that this release includes any claims based on the actions, omissions, or negligence of BPC, its employees, agents, and representatives, except for gross negligence, intentional or willful misconduct, whether a COVID-19 infection occurs before, during, or after participation in any such activity.

- The County hereby further agrees to indemnify, save and hold harmless the BPC, its Session members, its employees and its Trustees, volunteers and agents, from any loss, liability,

damages or costs the undersigned may incur, whether caused by the negligence of the County, its employees, agents and visitors is in, upon, or about the premises or any facilities of the BPC located at the premises.

- The County hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the County, its employees, agents and visitors, due to the County's negligence while in, about or upon the premises on November 3, 2020."

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 2020 General Election 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 - 10/22/2020 - JOYNGUCCIARDI, 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 Bedford Presbyterian Church (the "Church") to utilize the Church as a polling place on November 3, 2020 which provides as follows:

- "The County, its officers, employees and agents hereby releases, discharges, and holds harmless BPC, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the County's use of the BPC premises as set forth above. The County understands and agrees that this release includes any claims based on the actions, omissions, or negligence of BPC, its employees, agents, and representatives, except for gross negligence, intentional or willful misconduct, whether a COVID-19 infection occurs before, during, or after participation in any such activity.
- The County hereby further agrees to indemnify, save and hold harmless the BPC, its Session members, its employees and its Trustees, volunteers and agents, from any loss, liability, damages or costs the undersigned may incur, whether caused by the negligence of the County, its employees, agents and visitors is in, upon, or about the premises or any facilities of the BPC located at the premises.
- The County hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the County, its employees, agents and visitors, due to the County's negligence while in, about or upon the premises on November 3, 2020."

; 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 |
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Budget Funding Year(s) _____ Start Date 11/03/2020 End Date 11/03/20
 (must match resolution)

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