



**TAJIAN M. NELSON**  
Commissioner  
Fax 914-995-7753  
Frank S. Corvino  
Deputy Commissioner

25 Quarropas Street  
White Plains, NY 10601  
914-995-5700  
[www.westchestergov.com/boe](http://www.westchestergov.com/boe)

**DOUGLAS A. COLETY**  
Commissioner  
Fax 914-995-3190  
Christine A. Scully  
Deputy Commissioner

**110312**

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

**FROM:** Tajian M. Nelson & Douglas A. Colety  
Commissioners of the Board of Elections

**DATE:** January 15, 2025

**RE:** Resolution authorizing the County of Westchester to agree to hold harmless and indemnify Iona University, owner of a polling place to be used by the County in connection with the upcoming primary, general and special elections in 2025.

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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 Iona University, the owner of the Sommer Center located at its Bronxville Campus, 171 White Plains Road, Bronxville, New York ("Iona"), has requested that the County agree to indemnify it, in writing, for any damage and/or injury that may result from the County's usage of its property as a polling place in connection with the upcoming primary, special and general elections in 2025.

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

Licensee [County] shall indemnify, defend and hold the Iona University, and its respective officers and employees, agents and representatives, harmless against all costs and expenses, actions, lawsuits, judgments, claims, damages, liabilities, penalties, losses, fines, attorneys' fees and judgments arising out of or relating to the use of the Premises, this Agreement and the Event, except to the extent caused by the gross negligence or intentional misconduct of Licensor. The obligation to indemnify, defend and hold harmless under this Article includes, without limitation, the following: (i) the unauthorized use or performance of any idea, creation, literary, musical or artistic material or intellectual property works or the performing arts in connection with this Agreement; and, (ii) any art done or words spoken by Licensee, its performers, agents or employees during any such performance.

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 2025 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.

TMN/DAC/rn

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/23/2025 - RAYMOND SCULKY, SECRETARY

## RESOLUTION

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

**RESOLVED**, that the County of Westchester is hereby authorized to indemnify, defend and hold harmless Iona University in connection with the use of the Sommer Center located at its Bronxville Campus, 171 White Plains Road, Bronxville, New York as a polling place for the primary, special and general elections in 2025 as follows:

“Licensee [County] shall indemnify, defend and hold the Iona University, and its respective officers and employees, agents and representatives, harmless against all costs and expenses, actions, lawsuits, judgments, claims, damages, liabilities, penalties, losses, fines, attorneys’ fees and judgments arising out of or relating to the use of the Premises, this Agreement and the Event, except to the extent caused by the gross negligence or intentional misconduct of Licensor. The obligation to indemnify, defend and hold harmless under this Article includes, without limitation, the following: (i) the unauthorized use or performance of any idea, creation, literary, musical or artistic material or intellectual property works or the performing arts in connection with this Agreement; and, (ii) any art done or words spoken by Licensee, its performers, agents or employees during any such performance.”

; 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) (must match resolution) Start Date 1/01/2025 End Date 12/31/25

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
 \$ 0 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_