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**110319**

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

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

**DATE:** January 16, 2025

**RE:** Resolution authorizing the County of Westchester (the "County") to agree to hold harmless and indemnify White Plains City School District, owner of polling places 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 the White Plains City School District ("School District") has requested that the County agree to indemnify the School District, in writing, for any damage and/or injury that may result from the County's usage of School District property as polling places 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:

"The County does covenant and agree to defend, indemnify and hold harmless the White Plains City School District from and against any and all liability, loss, damages, claims or , actions (including costs and attorneys' 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 White Plains City School District property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of the County. The County understands and agrees that its use of White Plains City School District property and facilities includes, but is not limited to, all areas identified 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 "incidental areas"). The County agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all 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 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 enter into an agreement with the White Plains City School District to utilize its property as polling places for the primary, special and general elections in 2025 which provides as follows:

“The County does covenant and agree to defend, indemnify and hold harmless the White Plains City School District from and against any and all liability, loss, damages, claims or , actions (including costs and attorneys’ 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 White Plains City School District property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the County. The County understands and agrees that its use of White Plains City School District property and facilities includes, but is not limited to all areas identified 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 “incidental areas”). The County agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all 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
	101	14	1000	4380		0

Budget Funding Year(s) \_\_\_\_\_ Start Date 2/11/2025 End Date 12/31/2025  
 (must match resolution)

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

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION 2025 PUBLIC WORKS SECRETARY