



Department of of Parks, Recreation
& Conservation

OnBase ID# 114010

DATE: June 30, 2026

TO: The Honorable Board of Acquisition and Contract

FROM: Peter Tartaglia
Acting Commissioner, Department of Parks, Recreation and Conservation

RE: Authority for the County of Westchester to enter into an agreement with Health Research, Inc. to accept funding for a program entitled PRC Fishing Ambassadors, for a period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in the amount not-to-exceed \$14,575.00, pursuant to an approved budget; and to indemnify and defend Health Research, Inc. and the New York State Department of Health as described below.

Authority is respectfully requested from your Honorable Board for the County of Westchester ("County"), acting by and through its Department of Parks, Recreation & Conservation, to enter into an agreement (the "Agreement") with Health Research, Inc. ("HRI") to accept funding for a program entitled PRC Fishing Ambassadors ("Program"), for a period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in an amount not-to-exceed Fourteen Thousand Five Hundred Seventy-Five and 00/100 (\$14,575.00) Dollars, pursuant to an approved budget.

The County has been informed that HRI will be awarding this funding for the PRC Fishing Ambassadors grant program pursuant to funding awarded to HRI from the General Electric Company.

This Program will educate the public about fishing and fish consumption, and its accompanying advisories and regulations by appointing ambassadors to provide information about fishing at the County's parks. This Program will include ambassadors at various events in Westchester County with an interactive educational display to allow visitors to learn.

The Agreement will also require the County to indemnify HRI. and the New York State Department of Health as follows:

"To the fullest extent permitted by law, [County] shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any

such claim, damage loss or expense arises out of, or in connection with, any act or omission by [County], or anyone directly or indirectly employed or contracted by [County], in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set for herein; (iv) relate to any claim for compensation and payment by any employee or agent of [County]; (v) result in intellectual property infringement or misappropriation by [County], its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the [County] to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the [County]."

Since the Agreement does not constitute a procurement of goods or services, it is not subject to the provisions of the Westchester County Procurement Policy and Procedures.

I certify that my department, a.) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the "Grant Terms"), b.) has reviewed the Grant Terms, c.) is aware of and understands all of the Grant Terms, and d.) can and will comply with all of the Grant Terms.

Your approval of the attached resolution is respectfully requested.

Attachment

PT/HS/sjc

RESOLUTION

Upon a communication from the Acting Commissioner of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through its Department of Parks, Recreation & Conservation, is authorized to enter into an agreement (the “Agreement”) with Health Research, Inc. (“HRI”) to accept funding for a program entitled PRC Fishing Ambassadors, which will be used to educate the public about fishing and fish consumption, and its accompanying advisories and regulations by appointing ambassadors to provide information about fishing at the County’s parks, for a period commencing retroactively on January 1, 2026 and continuing through December 31, 2026, in the amount not-to-exceed \$14,575.00, payable pursuant to an approved budget; and, be it further

RESOLVED, that the County is authorized to defend and indemnify HRI and the New York State Department of Health according to the following indemnification language contained in the Agreement, as follows:

“To the fullest extent permitted by law, [County] shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys’ fees arising out of or resulting from the performance of the agreement, provided any such claim, damage loss or expense arises out of, or in connection with, any act or omission by [County], or anyone directly or indirectly employed or contracted by [County], in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set for herein; (iv) relate to any claim for compensation and payment by any employee or agent of [County]; (v) result in intellectual property infringement or misappropriation by [County], its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the [County] to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers’ compensation or other employee benefit acts provided by the [County].”;

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
263	42	B776	9856	T776	\$14,575.00

Budget Funding Year(s): ____ Start Date: 01/01/2026 End Date: 12/31/2026

Funding Source Tax Dollars: _____
 State Aid: _____
\$14,575 Federal Aid: _____
 (must match resolution) Other: _____