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111249

TO: The Honorable Board of Acquisition and Contract

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

DATE: June 9, 2025

RE: Resolution authorizing the County of Westchester to agree to hold harmless and indemnify the Town of Mount Pleasant, owner of space to be used by the Board of Elections to provide Election Training in connection with the upcoming primary and general elections in 2025.

The County of Westchester (the "County"), acting by and through its Board of Elections, requires the use of conference rooms in the Town Hall owned by the Town of Mount Pleasant ("Mount Pleasant") in order to provide training to election workers from August 6 through 8, 2025. The Board of Elections has advised that Mount Pleasant 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 for training in connection with the upcoming primary and general elections in 2025.

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

"The County of Westchester (the "Licensee") agrees to protect, defend, indemnify and hold harmless the Town of Mount Pleasant ("the "Town"), their officers, agents and employees free and harmless from and against any and all losses, penalties, settlement, costs, charges, professional fees or other expenses or liabilities of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof including its use of Town Property located at Mt. Pleasant Town Hall, One Town Hall Plaza, Valhalla, NY 10595 for the following days or time period 8/6/2025, 8/7/2025 and 8/8/ 2025, Wednesday through Friday. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of

any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, including COVID-19, shall be included in the indemnity hereunder. The Licensee further agrees to investigate, handle, respond, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.”

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 election workers are properly trained to ensure that all eligible County residents can 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/ran

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 Town of Mount Pleasant to utilize its property to provide election training to poll workers for the primary and general elections in 2025 which provides as follows:

“The County of Westchester (the “Licensee”) agrees to protect, defend, indemnify and hold harmless the Town of Mount Pleasant (“the “Town”), their officers, agents and employees free and harmless from and against any and all losses, penalties, settlement, costs, charges, professional fees or other expenses or liabilities of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof including its use of Town Property located at Mt. Pleasant Town Hall, One Town Hall Plaza, Valhalla, NY 10595 for the following days or time period 8/6/2025, 8/7/2025 and 8/8/ 2025, Wednesday through Friday. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, including COVID-19, shall be included in the indemnity hereunder. The Licensee further agrees to investigate, handle, respond, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.”; 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) 2025 Start Date 8/6/2025 End Date 8/8/2025
(must match resolution)

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