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On Base # 113433

TO: The Honorable Board of Acquisition and Contract

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

DATE: February 5, 2026

RE: Resolution authorizing the County of Westchester to enter into a facility use agreement with Iona University, owner of a polling place, to be used by the County in connection with the upcoming primary, general and special elections in 2026.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County"), acting by and through its Board of Elections ("Board of Elections"), to enter into a facility use agreement ("Agreement") with Iona University, the owner of the Sommer Center located at its Bronxville Campus, 171 White Plains Road, Bronxville, New York ("Iona"), as a polling place in connection with the upcoming primary, special and general elections in 2026.

The 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 and wishes to use the Sommer Center for such elections in 2026.

In addition, Iona has requested that the County indemnify, defend and hold harmless Iona in the Agreement 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 proposed Agreement will serve a vital public purpose as it will allow the Board of Elections to carry out its statutory duties in connection with all upcoming 2026 elections and ensure that polling places are available to enable all eligible County residents to exercise their right to vote.

The proposed Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

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 - 04/16/2026 - RAYMOND SCULKY, 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 a facility use agreement (the “Agreement”) with Iona University (Iona”) 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 in connection with the upcoming primary, special and general elections in 2026; and be it further

RESOLVED, that the County is authorized to indemnify, defend and hold harmless Iona in the Agreement 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
	101	14		4380		0

Budget Funding Year(s) _____ Start Date 1/01/2026 End Date 12/31/26
 (must match resolution)

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