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RESOLUTION OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN TO ACCEPT FUNDS FOR THE DIXWELL/NEWHALLVILLE SENIOR CENTER TRANSPORTATION FOR FY 24 AND FY25 IN THE AMOUNT TOTALLING \$100,000.00 FROM THE STATE OF CT STATE UNIT ON AGING WITH AN INDEMNIFICATION CLAUSE

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WHEREAS, the State of CT, State Unit on Aging approved an allocation in the amount of \$100,000.00 for the City of New Haven Department of Elderly Services, Dixwell/Newhallville Senior Center to receive ARPA Senior Center Funding

WHEREAS, funds will be used to provide transportation to and from the Dixwell/Newhallville Senior Center and senior center participant homes located throughout the City of New Haven

WHEREAS, The Board of Alders approved that the Mayor could accept these funds; and

WHEREAS, The allocated funds will allow this service to be offered for free during regular programming days, Monday through Friday, utilizing a 20-passenger CDL bus that is wheelchair accessible.

THEREFORE, BE IT RESOLVED by the New Haven Board of Alders,

- 1) The Elderly Services Department –acceptance of funds from the State of CT, State Unit on Aging as herein above described is approved; and
- 2) That the Mayor is authorized to execute said receipt of funding in the total amount of \$100,000.00 in the form of an allocation for transportation for participants of the Dixwell/Newhallville Senior Center; and
- 3) That the Board of Alders of the City of New Haven supports resources that benefit the health and welfare of our aging population.

THEREFORE, BE IT FURTHER RESOLVED by the New Haven Board of Alders

- 1) That the City of New Haven will be referred to as the Contractor
- 2) That the Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
 - i the confidentiality of any part of or all of the Contractor’s bid or proposal, and
 - ii Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, “Goods” means all things which are movable at the time that the

Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.