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RESOLUTION OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN TO
ACCEPT FUNDS FOR THE CITY OF NEW HAVEN SENIOR CENTERS FOR FY 24
THROUGH FY26 IN THE AMOUNT TOTALING \$235,535.00 FROM THE STATE OF CT
STATE UNIT ON AGING TO ADD INDEMNIFICATION LANGUAGE

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WHEREAS, the State of CT, State Unit on Aging approved an allocation in the amount of \$235,535.00 for the City of New Haven Department of Elderly Services, Senior Centers to receive ARPA Senior Center Funding; and,

WHEREAS, funds will be used to provide daily and extended day programming at the three City of New Haven Senior Centers; and,

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

WHEREAS, The allocated funds will allow for the department to establish opportunities to provide more equitable programs and services.

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 \$235,535.00 in the form of an allocation daily and extended day programming at the three City of New Haven Senior Centers; and

3) That the Board of Alders of the City of New Haven supports programs and initiatives 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 uncopyrighted 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.