



# Westchester Community College

State University of New York

**58726**

August 25, 2017

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles  
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College, to enter into license agreements with various schools and school districts for the College's use of classroom space to provide its Adult Education Program at school based sites throughout the County

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Westchester Community College (the "College") has provided its Adult Education Program at various local schools through the years in order to provide educational programs and classes throughout the County of Westchester (the "County").

In furtherance of the foregoing, authority is requested to authorize the County, acting by and through the College, to enter into license agreements with the following schools and school districts (hereinafter collectively referred to as the ("Schools")) having the following terms:

1. Mahopac School District –Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$92,000.00;
2. Port Chester – Rye School District – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$45,500.00;
3. The Ursuline School – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$75,000.00;
4. Lakeland Central School District – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$40,000.00;
5. Yonkers Public Schools, acting by and through its School District– Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$126,000.00.

Pursuant to these license agreements, the College will agree to defend, indemnify and hold harmless the Schools from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the College or third parties under the direction or control of the College; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the license agreements and to bear all other costs and expenses related thereto.

These license agreements shall serve a public purpose since they will enable the College to provide its Adult Education Program at various school based sites County-wide, thereby allowing County residents access to convenient and local continuing education programs. The license agreements will be monitored by College faculty and personnel.

Section 6306(8) of the Education Law authorizes community colleges to participate in cooperative educational programs, services and arrangements with school districts. In addition, these license agreements are exempt from the Westchester County Procurement Policies and Procedures pursuant to Section 3(b) thereof.

Accordingly, I recommend adoption of the attached resolution.

BSM/jpi  
Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/17/2014 ISA MFLA3.5/CR/PAK

## RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby:

**RESOLVED**, that the County of Westchester, acting by and through Westchester Community College, is authorized to enter into license agreements with the following schools and school districts (Collectively the "Schools") having the following terms:

1. Mahopac School District –Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$92,000.00;
2. Port Chester – Rye School District – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$45,500.00;
3. The Ursuline School – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$75,000.00;
4. Lakeland Central School District – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$40,000.00
5. Yonkers Public Schools, Acting by and through its School District – Term of September 11, 2017 through May 31, 2022, in an amount not-to-exceed \$126,000.00; and be it further

**RESOLVED**, that Schools will be paid the above not-to-exceed amounts for the use of classrooms and as payment for ancillary services that may be needed, pursuant to approved budgets; and be it further

**RESOLVED**, that pursuant to these license agreements, the College will agree to defend, indemnify and hold harmless the Schools from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the College or third parties under the direction or control of the College; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the license agreements and to bear all other costs and expenses related thereto; and be it further

**RESOLVED** that these Agreements are subject to County appropriations; and be it further

**RESOLVED** that these Agreements are also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreements or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate these Agreement(s) upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	701	34	8191		4320		92,000
	701	34	8206		4320		75,000
	010	34	0510		4320		166,000
	701	34	8207		4320		45,500

Budget Funding Year(s) 2017-22 Start Date 09/11/17 End Date 05/31/2022  
 (must match resolution)

Funding Source Tax Dollars \$90,840.00  
 State Aid \$102,195.00  
**\$378,500.00** Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \$185,465.00

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/21/2017 - LISA MRIJAJ, SECRETARY