



Westchester Community College

State University of New York

On Base 76660

May 8, 2020

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles
President of Westchester Community College

Re: Resolution authorizing the County of Westchester, acting by and through the Westchester Community College, to enter into a license agreement with the State of New York, acting by and through the New York State Department of Health, to grant a license to the State to utilize a portion of the Westchester Community College campus as a “base of operations” to support the State’s nursing home COVID-19 program.

Authority is requested for the County of Westchester, acting by and through the Westchester Community College (the “WCC”), to enter into a license agreement (the “License Agreement”) with the State of New York, acting by and thorough the New York State Department of Health (the “DOH”), to license a portion of the Westchester Community College campus located at 75 Grasslands Road, Valhalla, New York, for the DOH to use as a “base of operations” to support its nursing home COVID-19 testing program for a term commencing on April 24, 2020 and terminating on April 24, 2021 with the option to extend for an additional one year period upon mutual agreement of the parties.

The area to be licensed by the DOH includes the Physical Education Building gymnasium, loading dock, bathrooms and parking lots #9 and #10.

The DOH will use the licensed area to stage supplies and coordinate personnel for its COVID-19 testing program for residents of nursing homes in Westchester and Rockland counties with the understanding that the DOH may in future, after consultation with and with the agreement of the WCC, expand its use of the licensed area to include the staging of supplies to support COVID-19 testing for the residents of nursing home facilities located in Putnam and Orange counties.

The DOH shall be responsible for all costs and expense to runs and operate its Covid-19 testing program, including without limitation, supplies, equipment, testing kits and

materials, staff, personnel, nurses, computers and other communication equipment, and furniture.

No testing will be performed on the licensed area, and no COVID-19 specimens obtained by DOH testing teams or used test kits will be returned to the licensed area.

The WCC will provide ordinary garbage collection and disposal of trash, but no medical waste collection or removal.

The DOH will indemnify and hold harmless the WCC as follows:

Consistent with Section 8 of the NYS Court of Claims Act, DOH shall hold WCC harmless from, indemnify and defend it from any and all claims, demands, judgments, losses, costs, expenses and other liabilities to the extent attributable to the negligence, gross negligence or intentional misconduct of its officers, employees, volunteers, and contractors, when acting within the course and scope of their employment and/or contracted services, from any claims, suits, or judgments for any injury caused by, arising out of, or related to, the use of the Licensed Area or the Program

The WCC seeks authorization to indemnify and hold harmless the DOH as follows:

WCC agrees to defend, indemnify and hold harmless DOH from any and all claims, demands, judgments, losses, costs, expenses and other liabilities to the extent attributable to the negligence, gross negligence or intentional misconduct of its officers, employees, volunteers, and contractors, when acting within the course and scope of their employment and/or contracted services, in performing its services during the term of this Agreement.

This License Agreement will benefit the public as nursing home populations are at high risk for infection, serious illness and death from COVID-19, and testing within nursing homes will help prevent and control the spread of COVID-19 within the facilities.

The License Agreement is exempt from the County of Westchester Procurement Policy and Procedures pursuant to Section 3(b), which states that the policy shall not apply to real property, leases, licenses and concessions.

I recommend the approval of the attached proposed Resolution.

BSM/ran
Attachment

RESOLUTION

UPON A COMMUNICATION FROM PRESIDENT OF THE WESTCHESTER COMMUNITY COLLEGE, BE IT HEREBY

RESOLVED, that the County of Westchester, acting by and through the Westchester Community College (the "WCC"), is hereby authorized to enter into a license agreement ("License Agreement") with the State of New York, acting by and through the New York State Department of Health (the "DOH"), to license a portion of the Westchester Community College campus located at 75 Grasslands Rd, Valhalla, New York, including the Physical Education Building gymnasium, loading dock, bathrooms and parking lots #9 and #10, for the State to use the licensed area as a "base of operations" to support for its nursing home COVID-19 testing program; and be it further

RESOLVED, that the term of the License Agreement shall commence on April 24, 2020 and terminate on April 24, 2021 with the option to extend for an additional one year period upon mutual agreement of the parties unless otherwise terminated as provided in the License Agreement; and be it further

RESOLVED, the DOH shall be responsible for all costs and expenses to run and operate its Covid-19 testing program, including without limitation, supplies, equipment, testing kits and materials, staff, personnel, nurses, computers and other communication equipment, furniture, and be it further

RESOLVED, that no testing will be performed on the licensed area, and no COVID-19 specimens obtained by DOH testing teams or used test kits will be returned to the licensed are, and be it further

RESOLVED, that the WCC is authorized to indemnify the DOH as follows:

The WCC agrees to defend, indemnify and hold harmless DOH from any and all claims, demands, judgments, losses, costs, expenses and other liabilities to the extent attributable to the negligence, gross negligence or intentional misconduct of its officers, employees, volunteers, and contractors, when acting within the course and scope of their employment and/or contracted services, in performing its services during the term of this Agreement.

RESOLVED, that the County Executive or his authorized designee be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
							\$

Budget Funding Year(s) _____
 (must match resolution)

Start Date 04/24/2020 End Date 04/24/2021

Funding Source Tax Dollars \$ _____

State Aid \$ _____

\$ _____ Federal Aid
 (must match resolution)

Other \$ _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/21/2020 - LISA MRIJAL SECRETARY