



# Westchester Community College

State University of New York

ONBASE 78317

July 31, 2020

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: (1) enter into an agreement with the Faculty-Student Association of Westchester Community College, Inc., for the provision of certain auxiliary services and activities for the effective operation of the College's educational programs and other related activities, for an initial term of five years, commencing on the date set forth in the Agreement, with four additional extension terms of five years each, to renew automatically, unless terminated by either party upon 180 days' prior written notice, and (2) terminate a prior agreement with such entity.

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The County, with the assistance of the State University of New York, sponsors the operation of the Westchester Community College ("College") as a community college, in accordance with the provisions of Article 126 of the New York State Education Law. The College requires certain auxiliary services and activities in order to carry out its essential educational mission and the Faculty-Student Association of Westchester Community College, Inc. ("FSA") has been providing such auxiliary services and activities for the College since 1981, pursuant to that certain agreement dated February 10, 1981, between the College and FSA, as amended by a certain letter agreement dated September 11, 1984 (collectively the "1981 Agreement").

Authority is hereby requested from your Honorable Board to authorize the County of Westchester ("County"), acting by and through the College, to 1.) enter into an agreement ("Agreement") with FSA, for the provision of such auxiliary services and activities, as more particularly described in Exhibit "A" of the Agreement, which is attached hereto and made a part hereof, and 2.) terminate the 1981 Agreement.

Pursuant to the Agreement, and in consideration for the auxiliary services and activities to be provided by the FSA, the FSA is authorized to use those certain College's premises, facilities, utilities, equipment and support as more particularly described in Exhibit B of the Agreement, which is attached hereto and made a part hereof.

Pursuant to the proposed Agreement, any additions, alterations to and/or reductions of services and activities listed in Exhibit "A" will be considered a material change to the Agreement requiring an amendment to the proposed Agreement.

The proposed Agreement will have an initial term of five (5) years, commencing on the date set forth therein ("Effective Date") and terminating on fifth (5<sup>th</sup>) anniversary thereof, with four (4) additional extension terms of five (5) years each, which extension terms will renew automatically, unless terminated by either party upon 180 days' prior written notice.

The proposed Agreement will serve a public purpose since it will enable the College to carry out its essential educational mission. The proposed Agreement will be monitored by the College's faculty and personnel.

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

Accordingly, I recommend adoption of the attached resolution.

BSM/CMC/smg

Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT 08/27/2022 - LISI M. PAJ, SECRETARY

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester, acting by and through the Westchester Community College (“College”), is authorized to 1.) enter into a new agreement (“Agreement”) with the Faculty-Student Association of Westchester Community College, Inc. (“FSA”), for the provision of certain auxiliary services and activities, as described in Exhibit “A” attached hereto; and 2.) terminate a certain prior agreement with the FSA, dated February 10, 1981 as amended by a certain letter agreement dated September 11, 1984, for the same services, which termination is to occur on the Effective Date (as defined below); and be it further

**RESOLVED**, that in consideration for the auxiliary services and activities to be provided by the FSA, the College will make available to the FSA certain premises, facilities, utilities, equipment and support, as described in Exhibit “B” attached hereto; and be it further

**RESOLVED**, that the proposed Agreement will have an initial term of five (5) years, commencing on the date set forth in the Agreement (“Effective Date”), with four (4) additional extension terms of five (5) years each, which will renew automatically, unless terminated by either party upon 180 days’ 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

Budget Funding Year(s) 2020/25 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
 (must match resolution)

Funding Source Tax Dollars \$0.00  
 State Aid \$0.00  
 \$ \_\_\_\_\_ Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \_\_\_\_\_

## EXHIBIT "A"

### FSA Services and Activities

#### I. Services to be provided by the FSA:

- Food Services;
- Meal Plans (currently Viking Dining Dollars);
- Vending Services (currently managed and operated by Compass Group USA, Inc. by and through its Canteen Division);
- Beverage Services/Pouring Rights (currently provided by Pepsi-Cola Bottling Company of New York, Inc.);
- College Bookstore (currently managed and operated by Barnes & Noble College Booksellers, LLC);
- The purchase of Malpractice Insurance on behalf of all College students participating in clinical programs;
- Financial Oversight for the Student Involvement Department which initiates, coordinates, facilitates and supervises student activity functions, such as student receptions, socials, publications and other student activity programs and Faculty-Student Association sponsored activities;
- Financial Oversight of Student Life Departments who initiate, coordinate, facilitate, and supervise programs and services in support of student's health, safety, well-being, and success outside the classroom;
- Financial Oversight of the Athletics Department including programs of intercollegiate and intra-mural athletic competitions and events participated in by individuals and teams composed of students enrolled in the College;
- Financial Oversight for Agency (FUF) Accounts;
- Maintenance of certain College owned spaces and facilities as set forth in this agreement;
- Financial Oversight of the Cultural Arts Department which presents concerts, recitals, readings, dramatic and musical productions and other similar cultural, social and educational presentations of benefit to the College community (All proposed concerts, recitals, etc. must be presented for approval to the College President, in writing, prior to the start of each performance season. Events proposed during the term of the performance season shall be timely presented to the College President for approval);
- Provide student scholarships;
- Provide College Identification Cards;
- Operate the College radio station;
- Produce and distribute the College newspaper;
- ATM Services (currently provided by FAM Capital LLC);
- Armored Car Services (currently provided by Garda Cash Logistics LLC);
- Parking and Transportation services; and
- Coin Operated Copy Machines (currently managed and operated by Office Dynamics, Inc.).

II. Fiscal Agent Services:

FSA shall collect and allocate the following fees:

- a. Student Activity Fee;
- b. Student Services Fee;
- c. Cultural Arts Fee;
- d. Fees collected from cultural shows and performances;
- e. Equipment Utilization Fee; and
- f. Malpractice Insurance Fee (for clinical students).

III. Services to be provided by subcontractor to the FSA:

- a. College Bookstore – Managed and operated by Barnes & Noble College Booksellers, LLC;
- b. Vending Services– Managed and operated by Compass Group USA, Inc. by and through its Canteen Division;
- c. Coin Operated Copy Machines – Managed and operated by Office Dynamics, Inc.; and
- d. Beverage Services/Pouring Rights – Provided by Pepsi-Cola Bottling Company of New York, Inc.;
- e. ATM Services (currently provided by FAM Capital LLC); and
- f. Armored Car Services (currently provided by Garda Cash Logistics LLC)

IV. College-owned space maintained by FSA:

- a. Bookstore Building interior, except for the FSA offices
- b. Student Center Cafeteria (Kitchen and Servery);
- c. La Crema Coffee Shop in Student Center;
- d. Siegel Café in Gateway Center; and
- e. The infields of the two (2) Softball Fields and the Baseball Field in accordance with NJCAA inter-collegiate requirements and standards; and
- f. Tennis courts.

V. Other obligations of FSA:

- a. Provide personnel to work in various College departments required for the operation of the premises, facilities, utilities and equipment set forth on Exhibit “A;”
- b. Meet with the College President or the College President’s designee, at least once annually to discuss the terms of this agreement;
- c. Reimburse the College for all costs of bookstore cleaning, payable at the same rates the College pays;

- d. In the event any taxes, including but not limited to real estate property taxes, are assessed against the College and/or the FSA as a result of this Agreement or any of the FSA's services or activities, FSA shall be solely responsible for the payment of the same;
- e. Reimburse the College for the actual cost of all requested services provided by the College (services to be provided by the College upon mutual agreement of the Parties), including but not limited to construction and maintenance services; and
- f. Agree to cooperate and collaborate with the College on joint educational/occupational programs, including but not limited to College sponsored internships and employment opportunities in connection with any services and activities provided by the FSA, such as the College radio station, newspaper and bookstore.
- g. Any other services at the request of the College and upon mutual consent of the Parties, so long as FSA's actual cost to perform the same, are timely reimbursed by the College.

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/21/2020

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**EXHIBIT “B”**

**Premises, Facilities, Utilities, Equipment and Other College Support,  
Goods and Services Provided by the College**

I. Description of College space provided (as more fully described in the chart below):

- a. Bookstore Building (interior and exterior);
- b. Office Space for Cultural Arts;
- c. Office Space for Athletics Department;
- d. Office Space for staff in Student Involvement and Student Life Departments, the College Business Office and Security Department;
- e. Lounges where vending services are located;
- f. Pool Facility;
- g. Athletic Fields, including the Baseball Field press box and concession area;
- h. Student Center Cafeteria (Kitchen and Servery);
- i. La Crema Coffee Shop in Student Center; and
- j. Siegel Café in Gateway Center.

Building Name	Square Footage	Space Description
Classroom	64	Vending
Library	84	Vending
Maintenance III	8	Vending
Physical Education	48	Vending
Health Science	64	Vending
Technology Bldg	128	Vending
Science Bldg	120	Vending
Hankin Academic Arts	48	Vending
Knollwood Center	48	Vending
Administration	40	Vending
Gateway	770	Vending & Café
Peekskill Ext Site	16	Vending
Mt Vernon Ext Site	16	Vending
Westchester/EOC	16	Vending
Ossining Ext Site	16	Vending
Bookstore	11,164	Bookstore
Student Center (incl. an Addition)	2,524	Vending Café & Cafeteria
Administration Bldg	100	Business Office
Physical Education	7,160	Pool
Physical Education	260	Office 2 - AD's Office

Physical Education		Office 37 - Coach's Office
Physical Education		Office 38 - Coach's Office
Physical Education		Office 53 - Coach's Office
Physical Education		Office 54- Coach's Office
HAAB		Office 302G - Cultural Arts
Student Center (incl. an Addition)		Student Involvement
Student Center (incl. an Addition)		Security Offices
Student Center (incl. an Addition)		Web Office
Student Center (incl. an Addition)		Viking News
Student Center (incl. an Addition)		Radio Station
Student Center (incl. an Addition)		Student Government
Athletic Fields		Athletic Fields
Baseball Field Press Box and Concession		Athletics

II. Description of utilities provided by the College:

- a. Network Services (internet);
- b. Telephone service and phone lines;
- c. HVAC services; and
- d. All other utilities including electrical and water.

III. Description of equipment and other College support, goods and services provided by the College:

- a. Maintenance of all grounds, interior space and buildings utilized by FSA, except those spaces delineated in Exhibit "A" to the agreement;
- b. Field maintenance to ensure compliance with FSA and NJCAA regulations and standards for safety are met for practice and competition (excluding the softball and baseball infields);
- c. Fee collection on behalf of the FSA, as required;
- d. Allow the FSA to place marketing materials (including brochures, posters, signs and other promotional materials) at mutually agreeable locations on the College Campus;
- e. Grant the FSA the right to charge the students, faculty staff and/or the public attending an event sponsored or produced by the FSA; and



- f. Any other services upon mutual consent of the Parties, so long as the College's actual cost to perform the same, are timely reimbursed by the FSA (said services shall include but not be limited to construction, janitorial and maintenance services).

IV. Intercollegiate Athletic Program Support:

- a. The College may provide additional funding to the FSA to support the programs of intercollegiate athletic competitions should the College deem it necessary in its sole discretion, for the operation of the programs.

V. Other obligations of the College:

- a. The College grants the FSA the right of first refusal for all on-College dining services and catering, except for any catering arranged for by or in connection with events sponsored by the Westchester Community College Foundation and any events related to or in connection with the College's culinary school.

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/27/2020 - LISA MRIJAJ, SECRETARY