



# Westchester Community College

State University of New York

**OnBase: 84281**

April 14, 2021

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 an agreement with the Yonkers Public Schools, acting by and through its Board of Education to provide students at Gorton High School, Riverside High School, Saunders Trades & Technical High School and Roosevelt High School / Early College Studies with opportunities to take courses offered for college credit for the period September 1, 2020 through August 31, 2021 whereby the College shall be paid an amount not-to-exceed THREE HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-SIX and 52/ 100 DOLLARS (\$301,536.52).

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Westchester Community College (the "College") and The Yonkers Public Schools, acting by and through its Board of Education (the "Yonkers Public Schools"), have collaborated on a number of programs over the years that have benefited both students and instructors from the Yonkers Public Schools.

Authority is requested to authorize the County of Westchester, acting by and through the College, to enter into an agreement with the Yonkers Public Schools whereby the College will continue to provide courses for college credit to students at Gorton High School, Riverside High School, Saunders Trades & Technical High School and Roosevelt High School. The proposed agreement will have a term commencing September 1, 2020 and terminating August 31, 2021. The Yonkers Public Schools will pay to the College an amount not to exceed Three Hundred One Thousand Five Hundred Thirty-Six and 52/ 100 Dollars (\$301,536.52) for providing these services.

Pursuant to the terms of the proposed Agreement, the College is required to agree that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or City, the College shall defend, indemnify and hold harmless the School District and the City, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) 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 its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and (b) 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 this Agreement and to bear all other costs and expenses related thereto.

This agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) in that it is an agreement with a political subdivision of the State of New York. The agreement is authorized pursuant to Section 6306.8 of the Education Law in that it is an agreement for a cooperative educational program with a school district. This is not a service that the School District could have performed for itself and therefore does not require Board of Legislators approval.

Accordingly, I recommend adoption of the attached resolution.

BSM/sg  
Encls.

## 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 an agreement with the Yonkers Public Schools, acting by and through its Board of Education whereby the College will provide college-level courses to students at Gorton High School, Riverside High School, Saunders Trades & Technical High School and Roosevelt High School; and be it further

**RESOLVED**, that the proposed agreement will have a term commencing September 1, 2020 and terminating August 31, 2021 and the Yonkers Public Schools will pay to the College an amount not to exceed Three Hundred One Thousand Five Hundred Thirty-Six and 52/100 Dollars (\$301,536.52) for providing these services; and be it further

**RESOLVED**, that pursuant to the terms of the proposed Agreement, the College will agree that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or City, the College shall defend, indemnify and hold harmless the School District and the City, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) 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 its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and (b) 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 this Agreement and to bear all other costs and expenses related thereto; 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
	703	34			4360-01	9474	\$ 128,775.52
	703	34			4360-01	9462	\$ 44,653.00
	703	34			4360-01	9475	\$ 94,481.00
	703	34			4360-01	9515	\$ 33,627.00

Budget Funding Year(s) 2020/21 Start Date 9/1/2020 End Date 8/31/2021

(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_

State Aid \_\_\_\_\_

\$301,536.52 Federal Aid \_\_\_\_\_

(must match resolution)

Other: (Revenue) \$301,536.52