



# Westchester Community College

State University of New York

**ONBASE: 84936**

May 11, 2021

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles  
President

Re: Authority to amend a resolution authorizing 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, in order to delete the Exhibits attached to the original resolution and replace same with a newly revised Exhibits attached hereto to reflect, among other things, the deletion of the tennis courts from the list of College-owned space to be maintained by the Faculty Student Association.

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By resolution approved on August 27, 2020 ("Original Resolution"), your Honorable Board authorized the County of Westchester ("County"), acting by and through the Westchester Community College ("College"), to 1.) enter into an agreement ("Agreement") with Faculty-Student Association of Westchester Community College, Inc. ("FSA"), for the provision of such auxiliary services and activities, as more particularly described in Exhibit "A" attached to the proposed Agreement, 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 ("1984 Agreement"). The Agreement has not yet been executed and the 1984 Agreement has not yet been terminated.

The College and FSA have determined that the tennis courts should be removed from the list of County-owned space to be maintained by the FSA and, as such, decided to modify Exhibit A, Part IV of the Agreement to delete the tennis courts from the list of County-owned space to be maintained by the FSA. In addition, the College and FSA have agreed to further revise Exhibit A, Part IV, to provide that any rentals by the College of County-owned space to be maintained by the FSA, should be done in consultation with the FSA. Moreover, the College and the FSA also agreed to revise Exhibit B, Part III, to provide that any fee collection by the College on behalf of the FSA, should be disbursed to the FSA on a timely basis.

Accordingly, the County respectfully requests that your Honorable Board amend the Original Resolution by replacing Exhibits A and B attached to the Original Resolution with the newly revised Exhibits A and B attached hereto and made a part hereof, in order to (i) revise Exhibit A, Part IV, to delete the tennis courts from the County-owned space to be maintained by FSA; (ii) revise Exhibit A, Part IV, to provide that any rentals of County-owned space to be maintained by the FSA should be done by the College in consultation with the FSA, and (iii) revise Exhibit B, Part III, to provide that any fee collection to be done by the College on behalf of the FSA, should be disbursed to the FSA on a timely basis.

Except as hereby modified, all other terms and conditions of the Original Resolution shall remain in full force and effect.

Accordingly, I recommend adoption of the attached resolution.

BSM/CMC/cmc  
Encls.

**RESOLUTION**

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

**RESOLVED**, that the resolution approved on August 27, 2020 (“Original Resolution”), authorizing the County of Westchester, acting by and through the Westchester Community College (“College”), 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 to the Original Resolution; 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, be amended by deleting the Exhibits A and B attached to the Original Resolution and replacing same with the revised Exhibits A and B attached hereto and made a part hereof, in order to (i) revise Exhibit A, Part IV, to delete the tennis courts from the County-owned space to be maintained by FSA; (ii) revise Exhibit A, Part IV, to provide that any rentals of County-owned space to be maintained by the FSA should be done by the College in consultation with the FSA, and (iii) revise Exhibit B, Part III to provide that any fee collection to be done by the College on behalf of the FSA, should be disbursed to the FSA on a timely basis; and be it further

**RESOLVED**, except as hereby authorized to be amended, all terms and conditions of the Original Resolution shall remain in full force and effect; 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) \_\_\_\_\_ Start Date: 07/2021 End Date: 07/2046  
 (must match resolution)

Funding Source Tax Dollars 0  
 State Aid 0

\$ \_\_\_\_\_ 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 present 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.

NOTE: Rentals by the College of the locations identified in Exhibit A, IV will be done in consultation with FSA.

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 - 06/09/2021 - USA MBIJAS SECRETARY

**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	120	Office 37 - Coach's Office
Physical Education	120	Office 38 - Coach's Office
Physical Education	115	Office 53 - Coach's Office
Physical Education	110	Office 54- Coach's Office
HAAB	122	Office 302C - Cultural Arts
Student Center (incl. an Addition)	783	Student Involvement
Student Center (incl. an Addition)	250	Security Offices
Student Center (incl. an Addition)	317	Web Office
Student Center (incl. an Addition)	705	Viking News
Student Center (incl. an Addition)	277	Radio Station
Student Center (incl. an Addition)	235	Student Government
Athletic Fields	22.7 acres	Athletic Fields
Baseball Field Press Box and Concession	103	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, shall be disbursed to FSA on a timely basis.
- 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 the 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 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 - 06/03/2021 - LISA MRIJAJ, SECRETARY