



Westchester Community College

State University of New York

ONBASE 86952

August 17, 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 a license agreement with David Bessler VMD PLLC, d/b/a The Veterinary Emergency Group, for the College's use of certain premises located at 193 Tarrytown Road, White Plains, New York, to enable the College to provide its Veterinary Technology Program, for the period from September 1, 2021 through December 31, 2023

Westchester Community College (the "College" or "Licensee") provides a Veterinary Technology Program that prepares College's students to work as veterinary technicians in animal hospitals and clinics. These classes are held on campus and, since 2014, at an animal hospital located at 193 Tarrytown Road in White Plains (the "Premises"). The College utilizes the Premises as a setting where students complete requisite clinical skills on animals under the supervision of qualified faculty. In addition, the American Veterinary Medical Association ("AVMA") mandates that students have clinical experience in a setting that emulates a contemporary veterinary practice setting, and these facilities are not available on campus.

Thus, authority is hereby requested from your Honorable Board to authorize the County of Westchester ("County"), acting by and through the College, to enter into a license agreement ("Agreement") with David Bessler VMD PLLC, d/b/a The Veterinary Emergency Group ("Licensor"), for the College's use of the Premises to enable the College to provide its Veterinary Technology Program to its students. The proposed Agreement shall have a term of Two (2) years and Four (4) months commencing on September 1, 2021 and terminating on December 31, 2023, in an amount not to exceed \$60,000.00, payable

monthly at a rate of \$500.00 per day for the use of the facility and \$250.00 per day for use of the "Community Room."

Pursuant to the terms of the proposed Agreement, the College will agree to defend, indemnify and hold harmless the Licensor (and the Licensor's partners, shareholders, directors, officers, agents or employees) from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by Licensee or third parties under the direction or control of Licensee, and the Licensee shall further waive any claim against the Licensor (and the Licensor's partners, shareholders, directors, officers, agents or employees) for any matter which would otherwise have been insured under a policy of commercial property insurance.

The proposed Agreement shall serve a public purpose since it will enable the College to meet the requirements of the AVMA that mandate students to have clinical experience in a setting that emulates a contemporary veterinary practice setting. The proposed Agreement will be monitored by College 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/sg
Encls.

APPROVED BOARD OF ACQUISITION & CONTRACTS 08/26/04 RAYMOND SUDY (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 enter into a license agreement with David Bessler VMD PLLC, d/b/a The Veterinary Emergency Group (“Licensor”), for the College’s use of the premises located at 193 Tarrytown Road, White Plains, New York; and be it further

RESOLVED, that the proposed agreement shall have a term of two (2) years and four (4) months commencing on September 1, 2021 and terminating on December 31, 2023, in an amount not to exceed \$60,000.00; and be it further

RESOLVED, that pursuant to the terms of the license agreement, the College will agree to defend, indemnify and hold harmless the Licensor (and the Licensor’s partners, shareholders, directors, officers, agents or employees) from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by Licensee or third parties under the direction or control of Licensee, and the Licensee shall further waive any claim against the Licensor (and the Licensor’s partners, shareholders, directors, officers, agents or employees) for any matter which would otherwise have been insured under a policy of commercial property insurance; 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
FY 2021-2022	010	34			5432		\$25,500
FY 2022-2023	010	34			5432		\$25,500
FY 2023-2024	010	34			5432		\$ 9,000

Budget Funding Year(s) FY 2021/2024 Start Date 09/1/2021 End Date 12/31/2023

(must match resolution)

Funding Source Tax Dollars \$14,400

State Aid \$16,200

\$ 60,000 Federal Aid _____

(must match resolution)

Other \$29,400 (tuition)