



On Base: 93822

Date: June 7, 2022

To: Board of Acquisition & Contract

From: Belinda S. Miles
President

Re: Authority to enter into affiliation agreements with multiple veterinary providers for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students in the Veterinary Technology Program.

Westchester Community College (the "College"), through its School of Health Careers, Technologies & Applied Learning, offers a number of programs in the healthcare field. The College offers supervised laboratory/clinical education and instruction for matriculated Westchester Community College students who are pursuing a degree or certificate in conjunction with various organizations.

Authority is hereby requested for the County of Westchester ("County"), by and through the College, to enter into affiliation agreements with the following providers and entities for supervised laboratory/clinical education and instruction for College Students in the Veterinary Technology Program (hereinafter collectively referred to as the "Providers"):

1. NVA Yonkers Management, LLC dba Animal Specialty Center for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice;
2. Taconic Veterinary Services, PLLC for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice;
3. Schwarzman Animal Medical Center for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice;

There will be no cost to the College in connection with these agreements, however, in accordance with the terms of the agreements, the College shall

agree, in a form similar to the following, to defend, indemnify and hold the Veterinary Providers harmless from and against any and all damages, liability, claims, costs, losses, or injuries to persons or property of whatever kind or nature, suits or costs, including reasonable attorney's fees, which arise out of or are directly or indirectly related to the actions or inactions of the College, its faculty, students, officers or employees, including, but not limited to, any actions brought against the other parties by any faculty or students of the College, and any third parties.

The instruction will be overseen by staff members of the College. I believe that it is in the best interest of the College to provide clinical education and instruction programs, and I, therefore, recommend that you act favorably on the annexed proposed resolution.

BSM:sg

Attachment:

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/30/2022 - RAYMOND SCULLEY, 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 Westchester Community College (the "College"), is hereby authorized to enter into affiliation agreements with the following providers and entities for supervised laboratory/clinical education and instruction for matriculated College Students in the Veterinary Technology Program (hereinafter collectively referred to as the "Providers"):

1. NVA Yonkers Management, LLC dba Animal Specialty Center for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice;
2. Taconic Veterinary Services, PLLC for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice;
3. Schwarzman Animal Medical Center for a term commencing September 1, 2022 and continuing in full force and effect unless terminated by either party upon written notice; and be it further

RESOLVED: that there will be no cost to the College in connection with these agreements, however, in accordance with the terms of the agreements, the College shall agree, in a form similar to the following, to defend, indemnify and hold the Veterinary Providers harmless from and against any and all damages, liability, claims, costs, losses, or injuries to persons or property of whatever kind or nature, suits or costs, including reasonable attorney's fees, which arise out of or are directly or indirectly related to the actions or inactions of the College, its faculty, students, officers or employees, including, but not limited to, any actions brought against the other parties by any faculty or students of the College, and any third parties; 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, & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	N/A						N/A

Budget Funding Year(s) _____ Start Date 09/1/2022 End Date N/A
 (must match resolution)

Funding Source Tax Dollars: _____
 State Aid: _____
 \$ 0 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/30/2022 - RAYMOND SCALIKY, SECRETARY