



OnBase: 109563

Date: July 10, 2024

To: Board of Acquisition & Contract

From: Belinda S. Miles
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College, to enter into affiliation agreements with Trained by Jake, LLC dba Breakthrough Fit Co and M3 Systems, LLC dba Evolve Athletic Club 2.0 for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students in the Personal Training Program effective September 1, 2024.

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 to enter into affiliation agreements with Trained by Jake, LLC dba Breakthrough Fit Co ("Trained by Jake") and M3 Systems, LLC dba Evolve Athletic Club 2.0 ("M3 Systems") for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students in the Personal Training Program effective September 1, 2024 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 these respective agreements, the College shall agree to defend, indemnify and hold harmless the above entities in a form similar to the following: The College shall defend, indemnify and hold the Affiliate harmless from and against any and all damages, liability, claims, costs, losses, damages 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 party by any faculty or students of the College, and any third parties.

These agreements will be overseen by the College's School of Health Careers, Technologies & Applied Learning.

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 - 08/01/2024 - RAYMOND SCULKY, 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 affiliation agreements with Trained by Jake, LLC dba Breakthrough Fit Co ("Trained by Jake") and M3 Systems, LLC dba Evolve Athletic Club 2.0 ("M3 Systems") for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students in the Personal Training Program effective September 1, 2024 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 these respective agreements, the College shall agree to defend, indemnify and hold harmless the above entities in a form similar to the following: The College shall defend, indemnify and hold the Affiliate harmless from and against any and all damages, liability, claims, costs, losses, damages 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 party 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, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	N/A						N/A

Budget Funding Year(s) _____ Start Date 09/1/2024 End Date N/A

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