



On Base: 111296

Date: June 11, 2025

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 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. **Justin Nowowiejski DVM PLLC dba Southeast Animal Hospital** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
2. **Bellerose Animal Hospital** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
3. **Advanced Avian Exotics PC** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
4. **County Animal Hospital, Inc.** for a term commencing September 1, 2025, 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:cm

Attachment:

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/03/2025 - 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 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. **Justin Nowowiejski DVM PLLC dba Southeast Animal Hospital** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
2. **Bellerose Animal Hospital** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
3. **Advanced Avian Exotics PC** for a term commencing September 1, 2025, and continuing in full force and effect unless terminated by either party upon written notice;
4. **County Animal Hospital, Inc.** for a term commencing September 1, 2025, 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/cr
edited

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 09/1/2025 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 - 07/03/2025 - RAYMOND SCHUKY, SECRETARY