



OnBase: 113685

Date: May 11, 2025

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 an agreement with the City School District of The City of New Rochelle to enable up to 35 selected students at New Rochelle High School to take courses for college credit through Westchester Community College during the period September 3, 2025 through June 30, 2026 whereby the College shall be paid a total amount not-to-exceed Nine Thousand Eight Hundred Ninety and 8/100 Dollars (\$9,890.08).

Authority is requested to authorize the County of Westchester, acting by and through the Westchester Community College (the "College"), to enter into an agreement with the City School District of The City of New Rochelle ("School District") whereby the College will provide courses for college credit to students at New Rochelle High school. The proposed agreement will have a term commencing on or about September 3, 2025, regardless of when executed, and terminating on or about June 30, 2026. The School District will pay to the College an amount not-to-exceed Nine Thousand Eight Hundred Ninety and 8/100 Dollars (\$9,890.08) for providing these services.

Pursuant to the terms of the proposed Agreement, the parties agree, in a form similar to the following: (a) to defend, indemnify and hold harmless the other party, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement, and (b) to indemnify and hold the other party harmless from any claims arising from its breach of any confidentiality, data security and privacy standards as required by the Agreement.

This agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) in that it is an agreement with a political subdivision of the State of New York. The agreement is authorized pursuant to Section 6306.8 of the Education Law in that it is an agreement for a cooperative educational program with a school district. This is not a service that the School District could have performed for itself and therefore does not require Board of Legislators approval.

Accordingly, I recommend adoption of the attached resolution.

BSM/cm
Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/21/2026 - 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 authorized to enter into an agreement with the City School District of The City of New Rochelle ("School District") to enable up to 35 selected students at New Rochelle High School to take courses for college credit through Westchester Community College, and be it further

RESOLVED, that the proposed agreement will have a term commencing on or about September 3, 2025, regardless of when executed, and terminating on or about June 30, 2026. The School District will pay to the College an amount not-to-exceed Nine Thousand Eight Hundred Ninety and 8/100 Dollars (\$9,890.08) for providing these services; and be it further

RESOLVED, that pursuant to the terms of the proposed Agreement, the College will agree, in a form similar to the following: (a) to defend, indemnify and hold harmless the School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement, and (b) to indemnify and hold the School District harmless from any claims arising from its breach of any confidentiality, data security and privacy standards as required by the Agreement; 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	Potential Revenue Dollars
	010	0130			49116-01		\$9,890.08

Budget Funding Year(s) 2025/26 Start Date 9/3/2025 End Date 6/30/2026

(must match resolution)

Funding Source

Tax Dollars _____

State Aid _____

\$9.890.08

Federal Aid _____

(must match resolution)

Other: (Revenue) \$9.890.08