



On Base: 110107

Date: December 9, 2024

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 (the "College"), to enter into an agreement with the Research Foundation for the State University of New York whereby the College will serve as a sub-recipient of a grant from the Lumina Foundation for a Project entitled "Funding Support for Essential Community College Transfer Practices" for the period October 7 2024 through December 31, 2024 with the College to receive up to \$10,000.00.

The Research Foundation for the State University of New York ("Research Foundation") acquired a grant from the Lumina Foundation for a Project entitled "Funding Support for Essential Community College Transfer Practices". Westchester Community College (the "College") has the opportunity to serve as a sub-recipient of that grant.

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 sub-recipient grant agreement with the Research Foundation for the "Funding Support for Essential Community College Transfer Practices" Project. The College will receive up to \$10,000.00 for its participation in the grant. Pursuant to its terms the grant period extends from October 7 2024 through December 31, 2024.

Pursuant to the terms of the proposed sub-grant agreement, both parties shall agree, in a form similar to the following: to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct. In addition, if the U.S. Government imposes a fine or penalty upon the Foundation due to the

College's failure to notify the Foundation within 30 days of the release of export-controlled technology or technical data, the College will indemnify and hold Foundation harmless from any resulting fines and penalties from such omission.

The proposed Agreement shall serve a public purpose since it will enable the College to support its ability to create clear transfer pathways, tailored transfer advising and strong transfer partnerships.

The proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)(iii) thereof.

Accordingly, I recommend adoption of the attached resolution.

BSM/sg
Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2024 - RAYMOND SOULIER 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 a sub-recipient agreement with the Research Foundation for the State University of New York through a grant acquired from the Lumina Foundation for a Project entitled “Funding Support for Essential Community College Transfer Practices”; and be it further

RESOLVED, that the proposed agreement shall have a term commencing on October 7, 2024 and terminating on December 31, 2024; and be it further

RESOLVED, that the College shall be entitled to receive up to \$10,000.00 for its participation as a sub-recipient of this grant; and be it further

RESOLVED, that pursuant to the terms of the sub-grant agreement, both parties shall agree, in a form similar to the following: to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys’ fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party’s actions are not based upon negligence or willful misconduct. In addition, if the U.S. Government imposes a fine or penalty upon the Foundation due to the College’s failure to notify the Foundation within 30 days of the release of export-controlled technology or technical data, the College will indemnify and hold Foundation harmless from any resulting fines and penalties from such omission; 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 FY 24/25	Fund	Dept	Major Program, Program & Phase Or Unit	Sub-Unit	Object/ Sub Object	Trust Account	Dollars
	703	9997		01	9781	9606	\$10,000.00

Budget Funding Year(s) 2024/25 Start Date 10/07/2024 End Date 12/31/2024

(must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$10,000.00 Federal Aid _____

(must match resolution)

Other \$10,000.00 (Grant Revenue)

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2024 - RAYMOND SCULKY, SECRETARY