



On Base: 109630

Date: August 1, 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, 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 State University of New York of up to \$314,000.00 for a project entitled "The SUNY Internship Program at Westchester Community College" for the period from September 1, 2023 through August 31, 2026.

The Research Foundation for the State University of New York (the "Research Foundation") acquired a grant from the State University of New York ("SUNY") for a project entitled "The SUNY Internship Program at Westchester Community College", whereby 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 an agreement with the Research Foundation, whereby the College will serve as a sub-recipient of a grant from SUNY of up to \$314,000.00 for a project entitled "The SUNY Internship Program at Westchester Community College" for the period from September 1, 2023 through August 31, 2026 (the "Agreement"). Of the \$314,000.00 grant amount, approximately \$132,000 shall be for administration and the rest for student internships.

Pursuant to the terms of the proposed 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 their 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.

The proposed Agreement shall serve a public purpose by enabling the College to increase the number, quality, and type of internships available to Westchester Community College students and the number of students who can participate in paid internships.

The Staff of the College will be actively involved in developing and finding appropriate internships for the students and checking on the students' progress in the internships.

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 - 08/08/2024 - RAYMOND SISKY, 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 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 State University of New York of up to \$314,000.00 for a project entitled "The SUNY Internship Program at Westchester Community College" for the period from September 1, 2023 through August 31, 2026 (the "Agreement"); and be it further

RESOLVED, that of the \$314,000.00 sub-grant amount, approximately \$132,000.00 shall be for program administration and the rest for student internships; and be it further

RESOLVED, that pursuant to the terms of the 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 their 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; 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	Fiscal Year	Fund	Dept	Major Program, Program & Phase Or Unit	Sub-Unit	Object/ Sub Object	Trust Account	Dollars
	23/24	703	9997			9781-01	T-582	\$103,022.00
	24/25	703	9997			9781-01	T-582	\$103,847.00
	25/26	703	9997			9781-01	T-582	\$107,131.00

Budget Funding Year(s) 2023/24 -25/26 Start Date 09/01/2023 End Date 8/31/2026
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid \$314,000.00 _____
\$314,000.00 Federal Aid _____
 (must match resolution)
 Other _____ (Grant Revenue)

APPROVED BOARD OF ACQUISITION & CONTRACT 08/08/2024 RAYMOND SCULLY, SECRETARY