

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into, by and between the Suffolk County Community College, (SCCC), located at 533 College Road, Selden, NY, and The Town of Riverhead, acting through the Riverhead Town Police Department with offices at 210 Howell Avenue, Riverhead, NY, sets forth the protocols for the investigation of any violent felony occurring at or on the grounds of SCCC, and furthermore provides for the investigation of a report of any SCCC student reported missing in the jurisdiction of the Riverhead Town Police Department.

This MOU is entered into to comply with the New York State Education Law Sections 6306(8-a) and 6434. This MOU shall not be deemed to supersede the authority of Riverhead Town Police Officers, shall not create any special duty of care by the Town of Riverhead and/or the Riverhead Police Department to SCCC, nor is it intended to provide benefit to third parties not a party to this agreement.

The Parties hereby agree as follows:

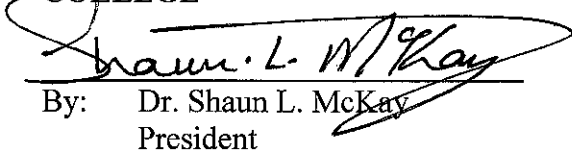
1. The term of this MOU shall be from April 1, 2017 through March 31, 2027.
2. SCCC's Culinary Arts and Hospitality Center, located at 20 East Main Street, Riverhead, NY, including any portion of a public highway, which crosses or abuts such property is located within the Town of Riverhead and is subject to jurisdiction of the Riverhead Town Police Department.
3. The SCCC has an Office of Public Safety that provides for the security of the SCCC facility and its faculty, students and guests. SCCC Office of Public Safety does not have peace or police officer status but will assist Riverhead Town Police Officers upon request.
4. For purposes of this agreement, the definitions of "violent felony offense" and "missing student" will follow the definition found in Section 6434 of the New York State Education Law.
5. Generally speaking, "violent felony offense" means a violent felony as defined in subdivision one of Section 70.02 of the penal law. "Missing student" generally means any student who resides in a facility owned or operated by SCCC and who is reported to SCCC as missing from his or her residence.
6. SCCC represents that it presently does not provide for on or off campus housing and agrees to notify the Riverhead Town Police Department as provided under paragraph 14 below of any changes in its housing practice. In such future event there is a "missing student" as defined herein, the SCCC will report all such occurrences to the Riverhead Town Police Department through its E911 number, and the Riverhead Town Police Department will respond and investigate said reports, and will process any missing student as a missing person pursuant to the Riverhead Town Police Department Rules and Regulations and General Orders.

7. Unless otherwise restricted by statute, SCCC agrees to provide the Riverhead Town Police Department prompt access to its records for purposes of assisting in locating missing students and investigating crimes committed on SCCC grounds.
8. SCCC agrees to report all violent felonies to the Riverhead Town Police Department by E911 or directly to the Riverhead Town Police sworn personnel as soon as practicable but in no case more than twenty-four (24) hours after a report of a violent felony, provided, however, that SCCC shall: (1) inform each victim of a sexual offense of their options to notify proper law enforcement authorities, including on-campus and local police; (2) inform the victim of a sexual offense of the right to report or not report such offenses to local law enforcement agencies; and (3) offer the option to be assisted by campus authorities in notifying such authorities, if the victim of sexual assault so chooses, in compliance with applicable federal and state law, including, but not limited to, the federal Campus Sexual Assault Victims' Bill of Rights under 20 U.S.C. § 1092(f). The Riverhead Town Police Department Detective Division will be responsible for the investigation of all violent felonies occurring within the Department's jurisdiction.
9. SCCC Office of Public Safety agrees to exercise its best efforts to preserve the scene of any crime and restrict scene access to the responding Police Detective personnel, and further agrees to defer to the Riverhead Town Police Department to handle all media requests with regard to any investigation.
10. When the Riverhead Town Police Department executes a warrant on any property owned, leased, or under the control of SCCC, the Riverhead Town Police Department will, when practicable, contact the SCCC Office of Public Safety and request an officer to accompany the Riverhead Town Police Department Police Officer. Efforts, when practicable, will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant. In the event of continuous pursuit beginning in the jurisdiction of the Riverhead Town Police Department, the Riverhead Town Police Department will notify the SCCC Office of Public Safety as soon as practicable.
11. For major non-emergency events, the designees from the Riverhead Town Police Department and SCCC Office of Public Safety will meet in a timely manner to review various operational issues including traffic planning and scheduling for additional personnel.
12. The Director of Public Safety for SCCC and the Riverhead Town Police Department Chief of Police may enter into more specific and detailed operational procedures and guidelines to implement and carry out the intent of this MOU, provided that such items are not inconsistent with the above provisions.
13. Either party may terminate this agreement by notification in writing to the other party.
14. Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to SCCC at its principal office at 533 College Road, Selden, New York 11784-2899 and 2.) to the Riverhead Town Police Department at 210 Howell Avenue, Riverhead, NY 11901, or as to

either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by SCCC relating to a legal claim shall be immediately sent to the Riverhead Town Police Department and also to the Riverhead Town Attorney at 200 Howell Avenue, Riverhead, NY 11901. The Riverhead Town Police Department shall report to SCCC in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the MOU.

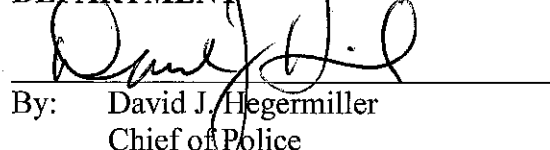
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SUFFOLK COUNTY COMMUNITY COLLEGE


By: Dr. Shaun L. McKay
President

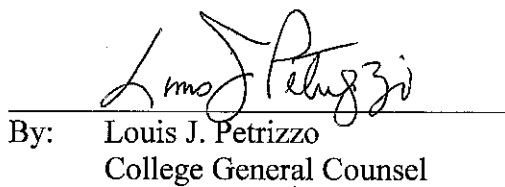
Date: 5/30/, 2017

RIVERHEAD TOWN POLICE DEPARTMENT


By: David J. Hegermiller
Chief of Police

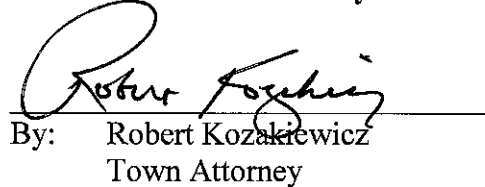
Date: JUNE 28, 2017

Approved:


By: Louis J. Petrizzo
College General Counsel

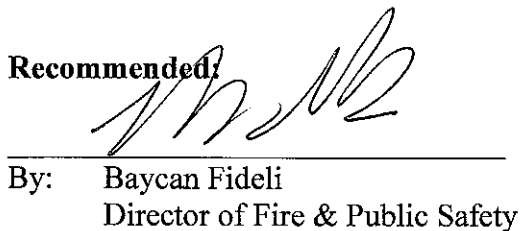
Date: 05/31/17, 2017

**Approved as to Legality
Riverhead Town Attorney**


By: Robert Kozakiewicz
Town Attorney

Date: June 21, 2017

Recommended:


By: Baycan Fideli
Director of Fire & Public Safety

Date: 5/31, 2017