

**MEMORANDUM OF AGREEMENT BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE and
RIVERHEAD CENTRAL SCHOOL DISTRICT**

MEMORANDUM OF AGREEMENT by and between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal office at 533 College Road, Selden, New York 11784, a community college created pursuant to New York State Education Law, under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and

RIVERHEAD CENTRAL SCHOOL DISTRICT ("Riverhead"), having its principal office at 700 Osborn Avenue, Riverhead NY 11901.

WHEREAS, New York State Education Law requires public school district boards of education to maintain a school emergency management plan, and

WHEREAS, part of Riverhead's plan is to access off-site emergency shelters for use by its students, faculty and staff in the event of a declared disaster or other large scale emergency, and

WHEREAS, the College maintains the Eastern Campus, located at 121 Speonk-Riverhead Road, Riverhead, NY, and

WHEREAS, Riverhead wishes to utilize certain of the College's Eastern Campus' facilities as temporary emergency evacuation and reunification sites in the event of a declared disaster or other emergency.

NOW, THEREFORE, it is mutually agreed, as follows:

A. PERFORMANCE SUBJECT TO CONDITION

1. "Disaster" or "emergency" means the occurrence or imminent threat of wide-spread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, an active shooter, bomb threat, hazardous materials, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, radiological accident, water contamination, bridge failure or bridge collapse.
2. Performance of this Agreement is contingent upon the occurrence of a disaster or emergency, as defined herein.

B. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall be for five (5) years, from November 1, 2016 to October 31, 2021.
2. The Agreement may be renewed for additional five-year terms, or otherwise amended, upon the mutual written consent of the parties.

3. Either party may cancel the Agreement upon thirty (30) days' prior written notice.

B. RESPONSIBILITIES OF THE COLLEGE

1. College shall provide the following Eastern Campus facilities to be used as evacuation shelters and reunification sites in the event of a declared disaster or emergency, and for drill and exercises on dates and times mutually agreed upon in writing by the parties:
 - a. Shinnecock Building, Room 101
 - b. Montaukett Learning Resource Center
2. Under no circumstances will offices, computer areas, or classrooms with computers or lab equipment be used as shelters or as administrative space during a declared disaster or emergency.
3. College will permit the use by Riverhead of desks, tables, and chairs that are present at the shelter sites.
4. College will use its best efforts to make and keep the designated facilities and adjoining parking areas accessible as dictated by the demands of the disaster or emergency for the duration of the emergency.
5. College will use its best efforts to provide campus security within constraints of normal staffing capacity during the emergency.
6. College will use its best efforts to provide a representative from its Facilities Management department to assist with technical support (power, lighting, waste, etc.) during the emergency.
7. College will use its best efforts to provide janitorial services at the shelter sites during the emergency.

C. RESPONSIBILITIES OF RIVERHEAD

1. Riverhead shall staff the shelters with personnel trained to manage an emergency and supervise persons utilizing emergency shelters.
2. Riverhead shall provide any necessary shelter equipment and supplies, food and water, and shall be responsible for the security at and removal from the shelters of all such equipment and supplies.
3. After vacating the shelters, Riverhead will restore the area to the same or better condition that they were at the time Riverhead began its use of the area. This restoration shall include cleaning and repairs (if necessary) of any rooms, furniture or fixtures. Riverhead shall bear all costs incurred for such cleaning, repair and/or restoration.

4. Riverhead will pay reasonable and necessary payroll costs of the College arising out of and in connection with services rendered by College employees, including but not limited to, security, custodial and facilities staff, who provide Riverhead with assistance during the use of the shelter sites. Such reimbursement will be made on a case by case basis after the parties mutually agree in writing on the amount of reimbursement.

D. NOTICES

1. **Notice of Disaster or Emergency.** While best efforts will be made by Riverhead to provide written notice to College of a disaster or emergency, the parties understand that the unpredictable nature of disasters and emergencies may prevent such formal notification. In the event that such notification is not possible, notification by telephone or other reasonable means to the individuals listed below will serve as adequate notice.

Baycan Fideli
Director of Fire and Public Safety
Suffolk County Community College
533 College Road
Selden, NY 11784
(631) 451-4212

And

Louis J. Petrizzo, Esq.
College General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, New York 11784
(631) 451-4705

2. **All Other Notices.** Any written notice required under this section shall be effective upon receipt by the parties at the following addresses:

For College:

Suffolk County Community College
533 College Road, NFL 230
Selden, New York 11784
Attn: Louis J. Petrizzo, Esq.
College General Counsel

For Riverhead:

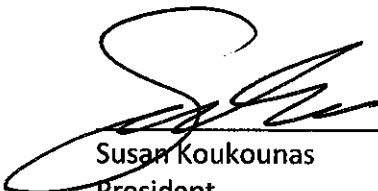
Riverhead Central School District
700 Osborn Avenue
Riverhead, NY 11901

Attn: Mr. Sam Schneider
Deputy Superintendent

E. MISCELLANEOUS

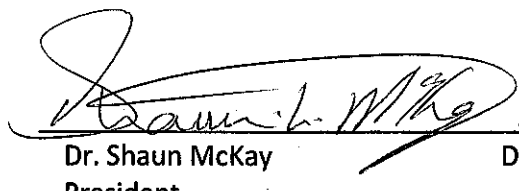
1. College agrees to defend, indemnify and hold harmless Riverhead, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents of employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
2. Riverhead agrees to defend, indemnify and hold harmless the College, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Riverhead, its officers, directors, contractors, agents or employees in connection with the performance of services pursuant to the Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. Riverhead shall provide the College with a certificate of liability insurance naming the County of Suffolk and Suffolk County Community College as additional insureds. Such certificate shall certify that a policy of insurance issued to Riverhead contains comprehensive general liability coverage in the amount of \$2 million (per occurrence).
4. This Agreement, and the rights and obligations of the parties hereunder, shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

ACCEPTED AND APPROVED:



Susan Koukounas
President
Board of Education
Riverhead Central School District

11/22/16
Date



Dr. Shaun McKay
President
Suffolk County Community College

12/8/16
Date