

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into, by and between the Suffolk County Community College, (SCCC), located at 121 Speonk Riverhead Road, Speonk, NY, and the Southampton Town Police Department with offices at 110 Old Riverhead Road, Hampton Bays, 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 Southampton Town Police Department.

This MOU is entered into to comply with the New York State Education Law Section 6306, subdivision 8-a. This MOU shall not be deemed to supersede the authority of Southampton Town Police Officers, nor is it intended to provide benefit to third parties not a party to this agreement.

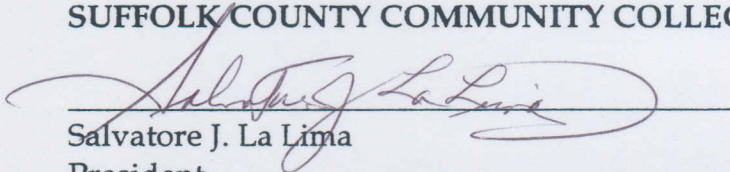
The Parties hereby agree as follows:

1. The Southampton Town Police Department has jurisdiction of properties owned, leased or under the control of SCCC, including any portion of a public highway, which crosses or abuts such property.
2. The SCCC has a Security and Fire Safety Division that provides for the security of the SCCC facility and its faculty, students and guests. SCCC Security & Fire Safety Division does not have peace or police officer status but will assist Southampton Town Police Officers upon request.
3. For purposes of this agreement, the definitions of "violent felony offense" will comply with the definition found in Section 6306, subdivision 8-a of the NYS Education Law.
4. "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.
5. SCCC represents that it presently does not provide for on or off campus housing and agrees to notify the Commanding Officers of the Juvenile Aid Bureau and Detective Division 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 Southampton Town Police Department through its E911 number, and the Southampton Town Police Department will respond and investigate said reports, and will process any missing student as a missing person pursuant to the Southampton Town Police Department Rules and Regulations and General Orders.

6. Unless otherwise restricted by statute, SCCC agrees to provide access to its records by the Southampton Town Police Department for purposes of assisting in locating missing students and investigating crimes committed on SCCC grounds.
7. SCCC agrees to immediately report all violent felonies to the Southampton Town Police Department by E911 or directly to the Southampton Town Police sworn personnel. The Southampton Town Police Department Detective division will be responsible for the investigation of all felonies occurring within the Department's jurisdiction.
8. SCCC Security & Fire Safety Division 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 Southampton Town Police Department to handle media requests with regard to any investigation.
9. Either party may terminate this agreement by notification in writing to the other party.

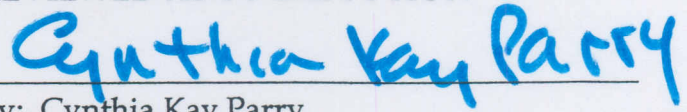
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

**SUFFOLK COUNTY COMMUNITY COLLEGE**

  
\_\_\_\_\_  
Salvatore J. La Lima  
President

DATE: 10/19/00

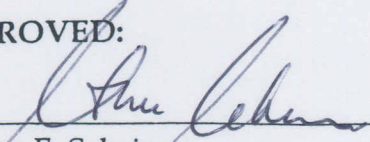
**APPROVED AS TO FORM, NOT  
REVIEWED AS TO EXECUTION**

  
\_\_\_\_\_  
By: Cynthia Kay Parry  
Assistant County Attorney for SCCC

DATE: 9/29/00

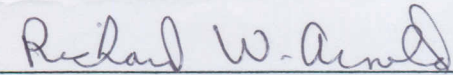
09-CC-001

APPROVED:

  
\_\_\_\_\_  
Steven F. Schrier  
Vice President for Legal, Planning &  
Information Services

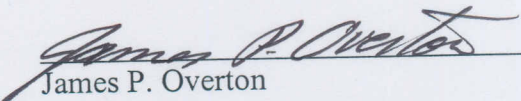
DATE: 10-19-00

RECOMMENDED:

  
\_\_\_\_\_  
Richard W. Arnold  
Director of Security & Fire Safety

DATE: Oct 20-00

SOUTHAMPTON TOWN POLICE DEPARTMENT

  
\_\_\_\_\_  
James P. Overton  
Chief of Police

DATE: 11/1/2000