

**SUFFOLK COUNTY COMMUNITY COLLEGE  
AGREEMENT**

This Agreement ("Agreement") by and between Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk ("County"), a municipal corporation of the State of New York, and

Vocational Education and Extension Board of the County of Suffolk d/b/a Suffolk County Fire Academy ("Contractor"), an educational organization authorized to do business in the State of New York having a principal place of business at 103 East Avenue, Yaphank, New York 11980.

The parties hereto desire for the Contractor to provide to the College rental of a training facility with the necessary space, personnel, equipment and tools, as well as vehicles, to allow the College to offer vehicle extrication courses at the facility, as more particularly described in Attachment 1, annexed hereto ("Services").

**Term of Agreement:** November 1, 2023 through October 31, 2028, with no additional renewals.

**Total Cost of Agreement:** TWO THOUSAND (\$2,000.00) and 00/100 DOLLARS per year (\$400.00 per session) as set forth in Attachment 2, annexed hereto.

**Terms and Conditions:** Shall be as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

Vocational Education and Extension Board of the  
County of Suffolk  
d/b/a Suffolk County Fire Academy  
Fed. Tax ID # 11-6003436  
Tel.: (631) 924-6822 Ext. 204

Suffolk County Community College


By:   
Chief Scott W. Davonski  
Deputy Director

By:   
Sara E. Gorton, CPA  
Interim Vice President for Business  
and Financial Affairs

Date: 10/31/23

Date: 10/31/23

**Approved as to Legality:**  
Suffolk County Community College

By:   
Alla Brodsky, Esq.  
Deputy General Counsel

Date: 10/31/2023

**Exhibit A  
Terms and Conditions**

1. The costs specified in Attachment 2 constitute the full obligation of the College for rental of a training facility, as specified in Attachment 1, annexed hereto and made a part of this Agreement.
2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.
3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.
4. It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.
5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Office of Business and Financial Affairs.
6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
7. It is understood that this instrument represents the entire Agreement; that all previous understandings are merged herein, and that no modifications shall be valid unless so amended by mutual written agreement.
8. Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that Contractor has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. Contractor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-8 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31<sup>st</sup> day of January in each year of the Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
10. The Contractor agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

11. **College's Non-Discrimination Notice.** Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](http://www.sunysuffolk.edu/nondiscrimination). Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

**Civil Rights Compliance Officers**

**Christina Vargas**

Chief Diversity Officer/Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[vargasc@sunysuffolk.edu](mailto:vargasc@sunysuffolk.edu)  
(631) 451-4950

or

**Dionne Walker-Belgrave**

Affirmative Action Officer/Deputy Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

12. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:
- a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; and
  - b. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law section 108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this license for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

## ATTACHMENT 1

### RENTAL OF TRAINING FACILITY SPACE, TOOLS, SYSTEMS, AND VEHICLES FOR THE VEHICLE EXTRICATION COURSES

#### SPECIFICATIONS

- The College requires a training facility in which it can offer vehicle extrication courses during the Spring semester. The College requires the training facility to provide the necessary facilities, equipment and tools, as well as vehicles to allow the College to offer said courses.
- During the Spring semester, the College requires five (5) sessions to be held at the facility for the following College courses:  
  
HSC128 – Four (4) Tuesday evening classes in April.  
  
PAR102 – One (1) Wednesday morning class in April.
- The exact times and days of each class will be mutually set by the Department representative and the training facility. The students will be meeting at the facility for a limited “hands on” portion of the semester, while the majority of the sessions will be in class on the College campus. The College’s instructor(s) for the classes will develop syllabi for the course and obtain the appropriate/necessary approvals.
- The EMS and/or Fire faculty for the courses identified will be College employees, and paid for by the College.
- The training facility shall have qualified staff overseeing the facilities, ensuring that all safety measures are met, as well as two (2) instructors who will work in conjunction with the faculty from the College. Schedule of topics will be provided by the College to the facility for course planning purposes at a minimum of one month prior to beginning of the course sessions.
- The training facility shall have the necessary training vehicles for utilization in the class. The vehicles are required to allow students to practice the techniques learned in class. The vehicles must be fully intact, i.e. glass and doors intact to ensure proper training and practice.
- The training facility shall have well-lit areas to hold classes, both indoors and outdoors, in case of inclement weather. The establishment shall have designated indoor space to hold classroom work, when needed.
- In the case of inclement weather, and classes need to be cancelled or rescheduled, the College will provide the training facility with no less than forty-eight (48) hours’ notice. The training facility shall, at no cost to the College, accommodate such changes. The changes shall be established based on mutual agreement.
- The establishment shall provide all of the required and appropriate tools, extrication systems, etc., representative of the current systems present in Suffolk County.

- The College will reconcile and provide the facility with the total number of students registered for classes after the official College add/drop period which typically occurs within five (5) weeks of the beginning of each semester.
- The training facility will be paid at the end of the semester following successful review of their invoice and roster of class participants.
- The cost for the services shall include all costs associated with the use of the facility and vehicles by the College for the identified courses.
- The Contractor shall ensure that all permits, certificates and licenses required by Federal, State or local authorities, if applicable, are current.
- When submitting requests for payment, any and all invoices must be accompanied by the information identified below.
  - The Purchase Order number under which work was being performed
  - # of students enrolled in the class after the add/drop period
- Under this contract, subcontracting is not permitted without the prior written authorization of the College.

The agreement shall have a term of five (5) years with no additional renewal options. The successful training facility shall provide the required services specified herein for the period indicated and at the prices bid upon, only after receipt of a signed Purchase Order.

**End of Text for Attachment 1**



## ***Suffolk County Fire Academy***

103 East Avenue Yaphank, NY 11980  
631-924-6822 Fax 631-924-6825

### **TRAINING PROPOSAL** **SCFA #2024 - 4**

**Company:** Suffolk County Community College

**Address:** 533 College Road, Selden, NY 11784

**Contact:** Matt Zukosky

**Email:** zukoskm@sunysuffolk.edu

**Phone:** 631-451-4678

**Cell:**

**Description of Training:** Vehicle Extrication

The Suffolk County Fire Academy (SCFA) will provide the training facility to offer vehicle extrication courses during the Spring semester for Suffolk County Community College (SCCC). The SCFA will provide the necessary facilities, equipment, and tools, as well as vehicles to allow the SCCC to offer their courses. Two qualified instructors will be provided to work with the faculty of the college. Additional staff for oversight and safety will be provided.

**Location:** Suffolk County Fire Academy

**Dates Requested:**

April

**HSC128**

4- Tuesday evenings (specific dates TBD)

May

**PAR102**

1- Wednesday evening (specific date TBD)

**Time Requested:** TBD

**Cost Per Session:** \$400.00

**Total Cost:** \$2,000.00

**Size/Area of Training Facility:** 3.75 acres

**Size/Area of Training Facility to be Used in the Event of Inclement Weather:** 4,800 sq. ft.

**Contact Person:** Scott W. Davonski, Deputy Director

**Contact Information:** 103 East Avenue  
Yaphank, NY 11980  
631-924-6822 Ext. 204  
sdavonski@scfa-li.org