



Memorandum of Agreement for Use of Guard Booth
At the Michael J. Grant Campus, Brentwood, NY

This Memorandum of Agreement "MOA" serves to confirm the agreement between the County of Suffolk ("County") and the Suffolk County Community College ("College"), with regard to the use of approximately 250 square feet of space located at the above referenced Property. The "Premises") In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

- (i) **Term:** The Term shall be year to year and shall automatically be renewed each year unless terminated in accordance with the provisions of this MOA as per Section (ii) below.
- (ii) **Termination:** It is understood and agreed that either party may mail to the other at its principal place of business as herein set forth, or as otherwise provided in writing, a notice in writing stating its election to terminate the use of the Premises by SCPD, on a day therein mention not less than sixty (60) days from the date of such notice, and thereupon, the MOA shall cease, end and terminate on the day therein fixed with the same force and effect as though that day were the end of the term.
- (iii) **Facility Use Fee:** The use of the Premises by SCPD shall be at no cost to the County.
- (iv) **Condition of Premises:** The use of the Premises by SCPD is in "as is" condition and SCPD shall not make any "**Alterations**," meaning any alterations, installations, improvements, additions, renovations or physical changes made by SCPD to the Premises or any part or portion thereof, without the prior written consent of the College.
- (v) **Care of Premises:** College shall make all repairs necessary to preserve the Premises in good order at its own cost and expense, except repairs required as a result of the negligence, misuse or abuse by the SCPD, or its employees.
- (vi) **College's Obligations:** SCPD's use of the Premises shall include, common area maintenance, electricity, gas, air conditioning, heat and heating fuel, hot and cold potable water, sewer, telephone service and usage, grounds maintenance, snow removal, trash removal, maintenance and janitorial services, elevator and elevator usage, security, and on-site parking spaces.

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

(vii) **Interpretation:** This MOU is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this MOA to be drafted.

(viii) **Indemnification.**


a. Each party to this MOA agrees that it shall protect, indemnify, and hold harmless the other and the other's officers, officials, employees, contractors, and agents 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 its own acts, omissions, or negligence in connection with actions undertaken pursuant to this MOA. Each party shall defend the other and its officers, officials, employees, contractors, and agents in any suit, including appeals, or at the party's option, pay reasonable attorneys' fees for defense of any such suit arising out of its acts or omissions or negligence, or those of its officers, officials, employees, contractors, or agents, if any, in connection with this MOA except to the extent that any losses are caused by the negligence, misuse, or default of the other party.

b. Each party shall cooperate with the other in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Agreement.

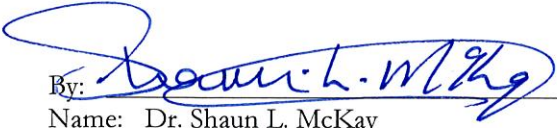
c. The provisions of this Section shall survive the termination of this Agreement.

APPROVED AND AGREED:

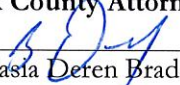
COUNTY OF SUFFOLK

By: 
Dennis M. Cohen
Chief Deputy County Executive
Date: 06/08/17

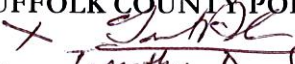
SUFFOLK COUNTY COMMUNITY COLLEGE

By: 
Name: Dr. Shaun L. McKay
Title: President
Date: 5/3/17

APPROVED AS TO FORM:

DENNIS M. BROWN
Suffolk County Attorney
By: 
Basia Deren Braddish
Assistant County Attorney
Date: 5/30/2017

REVIEWED AND RECOMMENDED:

SUFFOLK COUNTY POLICE DEPARTMENT
By: 
Name: Commissioner
Title:
Date: 5/9/17

