

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into by and between the Suffolk County Community College (SCCC) and the Suffolk County Police Department (SCPD), 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 missing student within the County Police District. The Police District does not include the Towns of East Hampton, Riverhead, Shelter Island, Southampton and Southold.

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 SCPD 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 term of this MOU shall be from September 1, 2015 through August 31, 2025.
2. The SCPD 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.
3. The SCCC has an Office of Public Safety that provides for the security of the SCCC facility and its faculty, staff, students and guests. SCCC Office of Public Safety does not have peace or police officer status but will assist SCPD 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 Commanding Officer of the appropriate precinct detective squad 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 SCPD through its E911 number, and SCPD will respond and investigate said reports. Any missing student report will be processed pursuant to SCPD Department Rules and Procedures in Chapter 9, Section 1. It is understood and agreed, however, that failure to follow said Rules and Procedures will not create a cause of action for damages by this missing person or other third parties.
7. Unless otherwise restricted by statute, SCCC agrees to provide access to its records to SCPD for purposes of assisting in locating missing students and investigating crimes committed on SCCC grounds.

8. SCCC agrees to report all violent felonies to SCPD by E911 or directly to SCPD 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 to report such offense 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 SCPD Detective Division will be responsible for the investigation of all violent felonies occurring within the Police District and will investigate violent felony offenses occurring outside the Police District, but within Suffolk County upon request of the local law enforcement agencies for those areas.
9. SCCC Office of Public Safety agrees to preserve the scene of any crime and restrict access at the scene to the responding police/detective personnel.
10. When SCPD executes a warrant on any property owned, leased, or under the control of SCCC, the SCPD will, when practicable, contact the SCCC Office of Public Safety and request an officer to accompany the County 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 County, SCPD Communications Bureau will notify the SCCC Office of Public Safety as soon as practicable.
11. For major non-emergency events, the designees from SCPD 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 SCPD Chief of the Department acting for the SCPD Police Commissioner in Suffolk County may enter into more specific and detailed operational procedures and guidelines, provide 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 County at the SCPD at John L. Barry Police Headquarters, 30 Yaphank Avenue, Yaphank, New York 11980, 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 SCPD and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100 (Sixth Floor), Hauppauge, New York 11788. The County shall report to SCCC in writing within

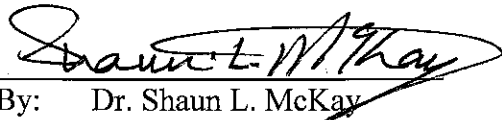
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ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the MOU.

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

**SUFFOLK COUNTY COMMUNITY COLLEGE**

**COUNTY OF SUFFOLK**



By: Dr. Shaun L. McKay  
President

Date: 5/30/, 2017

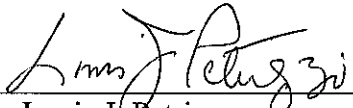


By: Dennis M. Cohen  
Chief Deputy County Executive

Date: 07/03/2017, 2017

**Approved:**

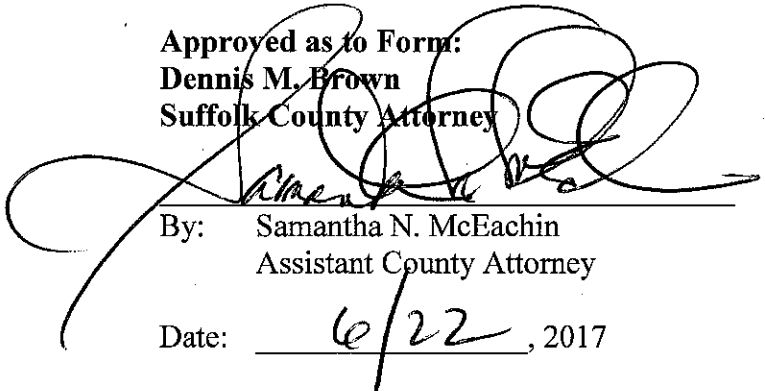
**Approved as to Form:**



By: Louis J. Petruzzo  
College General Counsel

Date: 05/31/17, 2017

**Dennis M. Brown  
Suffolk County Attorney**

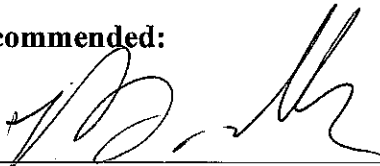


By: Samantha N. McEachin  
Assistant County Attorney

Date: 6/22, 2017

**Recommended:**

**Approved:**



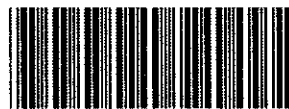
By: Baycan Fideli  
Director of Fire & Public Safety

Date: 5/31, 2017



By: Timothy D. Sini  
Suffolk County Police Commissioner

Date: 5/9, 2017



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