

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SUFFOLK COUNTY COMMUNITY COLLEGE  
AND  
TOWN OF BROOKHAVEN**

**WHEREAS**, Suffolk County Community College (“College”), 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, has an accredited Veterinary Science Technology (“VST”) Program; and

**WHEREAS**, the Town of Brookhaven operates an animal shelter that has animals requiring veterinary care to provide necessary practical learning and clinical experience for students in the VST Program, which shall be limited to caring for shelter animals only. Nothing contained herein shall be construed as granting the VST Program authorization to perform any procedures and/or operations on any and all animals that have owners; and

**WHEREAS**, the College desires to use the Town of Brookhaven animal shelter facilities and shelter animals for the purpose of providing programs for practical learning for students as part of their professional preparation.

**NOW THEREFORE**, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

**1. Term and Termination of Agreement**

- a. Term: This Agreement shall be in effect from September 1, 2018 through August 31, 2023.
- b. Termination: Either party may terminate this Agreement, with or without cause, upon sixty (60) days’ advance written notice to the other party, such notice being given as set forth in the provisions of this Agreement.

**2. Responsibilities of College**

- a. The College VST Program will provide veterinary services under the direction of a licensed veterinarian for the Town of Brookhaven at either its animal shelter or at the College’s VST Program facility.
- b. The VST Program facility is equipped to treat shelter animals for parasites and diseases that do not require intensive hospitalization. Shelter animals will be spayed or neutered and/or have their teeth cleaned and treated within the scope of instruction. **The VST Program facility is not equipped to hospitalize patients.**

- c. To ensure the safety of the shelter animals and pursuant to dictates of the VST Program's Institutional Animal Care and Use Committees, only procedures for which the VST Program has written protocols will be performed (radiology, phlebotomy, restraint, anesthesia and those associated with the surgical exercises).
- d. The College will maintain complete records of every shelter animal treated at its facility or at the Town of Brookhaven animal shelter.
- e. The College will notify the Town of Brookhaven in a timely fashion as to the number of shelter animals needed for instruction.

### **3. Responsibilities of the Town of Brookhaven**

- a. The Town of Brookhaven will provide available shelter dogs and cats to the College's VST Program for classroom exercises that include restraint, radiographic positioning, phlebotomy, anesthesia and other diagnostics.
- b. The Town of Brookhaven will arrange transportation of shelter animals to and from the College's VST Program facility.
- c. The Town of Brookhaven will make its facilities available to the College in order to provide meaningful class visits for instruction to students in the VST Program.
- d. The Town of Brookhaven will hold all shelter dogs and cats for at least ten (10) days and will vaccinate them against rabies before such shelter dogs and cats are made available to the College for participation in the VST Program. The Town of Brookhaven shall provide documentation of such vaccination.

### **4. 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

**5. Indemnification**

To the extent permitted by law, the College shall indemnify and hold harmless the Town of Brookhaven, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.

The Town of Brookhaven shall indemnify and hold harmless the College, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the Town of Brookhaven, its officers, agents, or employees in connection with this Agreement.

Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above; provided, however, that failure to give such notice shall not be a waiver of a party's right to indemnification from the other.

**6. Notices**

Notices required pursuant to this Agreement shall be in writing and sent by regular and certified U.S. mail, postage fully paid, to the following:

**For the College:**

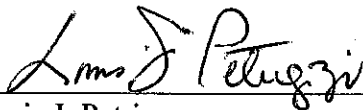
Dr. Dennis Dougherty  
Assistant Professor of Veterinary Science  
Veterinary Science Technology Program  
Suffolk County Community College  
1001 Crooked Hill Road  
Brentwood, NY 11717

**For the Town of Brookhaven:**

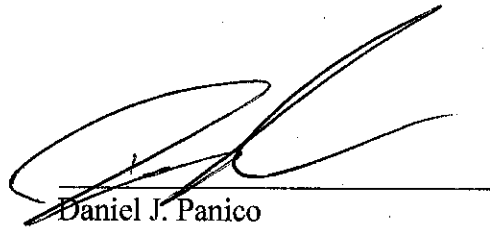
Martin W. Haley  
Commissioner  
Department of General Services  
1 Independence Hill  
Farmingville, NY 11738

**Suffolk County Community College**

**Town of Brookhaven**



Louis J. Petrizzo  
College General Counsel/Executive V.P.

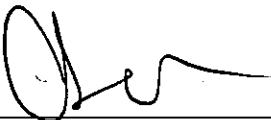


Daniel J. Panico  
Deputy Supervisor

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF SUFFOLK )

On the 9<sup>th</sup> day of July 2018, before me personally came Louis J. Petrizzo, to me known, who, being by me duly sworn, did depose and say that he is the College General Counsel/Executive V.P. of SUFFOLK COUNTY COMMUNITY COLLEGE, the community college described herein and which executed the foregoing instrument; that he signed his name thereto.

ASHLEY C. POPE  
Notary Public, State of New York  
No. 02PO6278608  
Qualified in Queens County  
Commission Expires April 8, 2021

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK    )  
  ) SS.:  
COUNTY OF SUFFOLK    )

On the 16<sup>th</sup> day of July 2018, before me personally came Daniel J. Panico, to me known, who, being by me ~~the~~ duly sworn, did depose and say that he is the Deputy Supervisor of the TOWN OF BROOKHAVEN, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Town Board of the Town of Brookhaven.

Carol C. Dono  
Notary Public

CAROL C. DONO  
Notary Public, State of New York  
No. 01DO5052424  
Qualified in Suffolk County  
Commission Expires 1/2/2022