Suffolk
COUNTY COMMUNITY COLLEGE
OFFICE OF BUSINESS AND FINANCIAL AFFAIRS

Via Email: ballen@hagermanfd.com

June 18, 2020

Barbara Allen
District Manager
Hagerman Fire Department, Inc.
510 Ralph T. Perry Drive
East Patchogue, NY 11772-5592

Re: Agreement with Suffolk County Community College (23-CC-002)
Rental of Training Facility for Vehicle Extrication Course
Renewal, Eff. September 1, 2020

Dear Ms. Allen:

Suffolk County Community College is exercising its option to renew the above-referenced Agreement for one (1) year, beginning **September 1, 2020 through August 31, 2021**, on the same terms, conditions and cost set forth in the original Agreement.

Please indicate your approval by signing a copy of this letter and returning it via email to Kathryn S. Mattia, Suffolk County Community College, Office of Legal Affairs, at: mattiak@sunysuffolk.edu

Thank you.

Sincerely,

Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Hagerman Fire Department, Inc.

By: Barbara Allen 6/23/20
Barbara Allen Date
District Manager

Suffolk
COUNTY COMMUNITY COLLEGE
Office of Business and Financial Affairs

June 5, 2019

Barbara Allen
District Manager
Hagerman Fire Department, Inc.
510 Ralph T. Perry Drive
East Patchogue, NY 11772-5592

Re: Agreement with Suffolk County Community College
23-CC-002 – Rental of Training Facility for Vehicle Extrication Course
2019/2020 Renewal

Dear Ms. Allen:

Suffolk County Community College is exercising its option to renew the Agreement with Hagerman Fire Department, Inc. (23-CC-002) for one year beginning September 1, 2019 through August 31, 2020 on the same terms and conditions as the existing Agreement and any Amendments thereto.

Please indicate your approval by signing both originals of this letter, retaining one original for your files, and returning one original to the attention of:

Kathryn S. Mattia
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

Thank you.

Sincerely,

Gail Vizzini
Vice President, Business and
Financial Affairs

Hagerman Fire Department, Inc.

By: Barbara Allen 6/20/19
Barbara Allen Date
District Manager

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

June 6, 2018

Barbara Allen
District Manager
Hagerman Fire Department, Inc.
510 Ralph T. Perry Drive
East Patchogue, NY 11772-5592

Re: Agreement with Suffolk County Community College
23-CC-002 – Rental of Training Facility for Vehicle Extrication Course
2018/2019 Renewal

Dear Ms. Allen:

Suffolk County Community College is exercising its option to renew the Agreement with Hagerman Fire Department, Inc. (23-CC-002) for one year beginning September 1, 2018 through August 31, 2019 on the same terms and conditions as the existing Agreement.

Please indicate your approval by signing both originals of this letter, retaining one original for your files, and returning one original to the attention of:

Kathryn S. Mattia
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

Thank you.

Sincerely,

Gail Vizzini
Vice President, Business and
Financial Affairs

Hagerman Fire Department, Inc.

By: Barbara Allen 6/18/18
Barbara Allen Date
District Manager

SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement

TO: Barbara Allen
District Manager
Hagerman Fire Department, Inc. ("Contractor")
510 Ralph T. Perry Drive
East Patchogue, NY 11772-5592
Phone: (631) 654-2790

FROM: Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College ("College")
533 College Road
Selden, NY 11784-2899

RE: Agreement for Rental of Training Facility for Vehicle Extrication Course (four sessions per semester), as more fully described in Attachment "A" annexed hereto.

TERM: **September 1, 2017 through August 31, 2018** with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

COST: **ONE THOUSAND and 00/100 ($1,000.00) DOLLARS** / per semester ($250.00 per session)

1. The costs specified herein constitute the full obligation of the College for Rental of Facility Space to Hold Vehicle Extrication Hands-On Training Courses.

2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or it right, title, or interest herein, or its power to execute this contract, 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 Business and Financial Affairs Office.

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. A5-7 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31st 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. The Contractor shall procure, pay the entire premium for and maintain throughout the term of this Agreement, Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, and Two Million Dollars ($2,000,000.00) per occurrence for property damage, and **naming the College and the County of Suffolk as additional**

insureds. The Contractor must ensure that the Certificate of Insurance references the assigned Contract Number and Project Name. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. The Contractor shall furnish to the College Declaration Pages for such policy of insurance, evidencing compliance with the aforesaid insurance requirement and the College and County's status as additional insured's on the policy.

12. **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. 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 polices:

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
(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
(631) 451-4051

If the above terms and conditions are acceptable, please sign where indicated and return two (2) originals as soon as possible to:

Suffolk County Community College
Attn.: Kathryn S. Mattia
Office of Legal Affairs, NFL-230
533 College Road
Selden, NY 11784-2899

Approved: _____ Date 11/1/17
Gail Vizzini
Vice President for Business and
Financial Affairs

APPROVED AS TO LEGALITY

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

Date: 10/30/17

HAGERMAN FIRE DEPARTMENT, INC.
FID #

_____
Louie Valentino
Chairman

Date: 10/25/17

ATTACHMENT "A"

The College will conduct four (4) hands-on training sessions per semester at the Hagerman Fire District's training facility for HSC 128-Crash Victim Extrication (CRN 27279).

Dates and times to be determined upon mutual written consent of the parties.

Maximum number of students: 22

Fall Dates: November 1, 2017
November 15, 2017
November 29, 2017
December 6, 2017

Spring Dates:
2018 - To Be Determined

College Contact:

Matt Zukosky, MA, NRP
Professor
Assistant Academic Chair
Emergency Medical Care Programs Coordinator
Suffolk County Community College
533 College Road
Selden, NY 11784
(631)451-4678 (office)
(631)451-4671 (fax)
zukoskm@sunysuffolk.edu