I
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 inv�m 'investigation t
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 ofproperties 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.

6. SCCC represents that it presently does not provide for on or off campus housing and
agrees to notify the Commanding Officer of the

8. SCCC agrees to report all violent felonies to SCPD by E91 l 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: (I) 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, ifthe victim ofsexual assault so chooses, in compliance with applicable federal and state law, including, but not limited to, the federal Campus Sexual Assault Victims' Bill ofRights 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 respcmdin~ police/detective personnel. Saf1D 7ll req138 Divisiny

10. When SCPD executes a warrant on any property own Td�(the)0ae7n25 0 Td�(for)Tj Tc d-1.03cTj�59 � te

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ten (I 0) 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

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