AGREEMENT

Suffolk County Community College
and
Cornell Cooperative Extension Association of Suffolk County

This agreement is made between the Suffolk County Community College, 533 College Road, Selden, New York 11784-2899 (College) and Cornell Cooperative Extension Association of Suffolk County, 423 Griffing Avenue, Riverhead, New York 11901-3086 (Contractor).

RECITALS

The College desires to use the facilities and animals of the Suffolk County Farm and Education Center operated by Contractor for the “Farm Animal Nursing” and the “Introduction to Animal Technology” courses. The Contractor agrees to provide the facilities for such purposes and upon the terms and conditions hereinafter set forth during the session for the period September 1, 2014 to August 31, 2017.

NOW, THEREFORE the College and the Contractor agree as follows:

1. The College agrees to pay and the Contractor agrees to accept the sum of eighteen thousand dollars ($18,000) annually for access to farm animals, inclusive of the feeding and maintenance of such animals by the Contractor. The College shall make payment to the Contractor for one-half of the total on October 15 of each contract year and for the balance on March 15 of each contract year.

2. A) The Contractor shall provide the facilities and animals only under this Agreement.

B) The Contractor will provide all animals necessary for the conduct of the course.

C) The College and the Contractor shall maintain ongoing communication to coordinate the scheduling of academic experience including reciprocal on-site visits and participation in faculty and staff meetings.

D) The Contractor will make available facilities for instruction, as well as conference, for faculty and students at the Farm.

E) In case of an emergency during the instruction experience, the Contractor will provide emergency care to students and faculty. With the exception of emergency care, the students and faculty will provide for their own medical care needs.

3. This Agreement shall begin on September 1, 2014 and end on August 31, 2017. During the period of this Agreement, the College may inspect the Contractor’s premises during regular business hours to monitor the suitability of such facilities and animals.
4. The Contractor shall indemnify and hold harmless the College and all employees and agents thereof from any and all claims, demands, damages, expenses, liability and obligations for damages, and loss arising out of injury to property arising out of any act or omission by the Contractor in performing this agreement. This hold harmless and indemnification shall not apply to any claim of professional or malpractice liability in any way related to the instruction provided in the course or the performance of any other part of this agreement. Further, this hold harmless and indemnification does not apply to the course instructor who is an employee of the College and not an employee of the Contractor. The College shall indemnify and hold harmless the Contractor and the County of Suffolk for any claims, demands, damages, expenses, liability and obligations for damages, and loss arising out of any act or omission on the part of the students or any claim of professional or malpractice liability nature. The indemnity provided by each party to the other herein should not be limited by reason of the insurance coverage of either party.

5. A) The financial limit of this Agreement is eighteen thousand dollars ($18,000) and the Contractor shall not incur nor shall be entitled to reimbursement for any expenses in excess of that amount for the project.

B) The Contractor at its own expense shall perform all financial reporting requirements required of the College by any state or municipal government.

6. The College shall advise students of their responsibility to conduct themselves in accordance with policies set forth by the Contractor. The Contractor will provide each student with a copy of all such policies prior to, or at registration, and the students will be responsible for this information. Contractor reserves the right to dismiss at any times any students whose condition or conduct interferes with the educational or administrative objectives of the Contractor. Unless unusual circumstances occur, such dismissal shall not occur without prior consultation with the College.

7. The Contractor shall not assign this Agreement without prior written approval of the College.

8. Ownership of equipment purchased under this agreement as well as all publications and video productions shall remain with Cornell Cooperative Extension of Suffolk County.

9. The parties hereto recognize that in the performance of this contract the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this contract with the intention of loyalty cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.

10. If either party wishes to terminate this agreement, it is understood that written notice be given to the other party thirty (30) days in advance of such termination.
11. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail addressed as follows:

TO CONTRACTOR:
Vito Minei, Executive Director
Cornell Cooperative Extension of Suffolk County
423 Griffing Avenue
Riverhead, New York 11901-3086

TO COLLEGE:
Louis J. Petrizzo, College General Counsel
Suffolk County Community College
533 College Road
Selden, New York 11784-2899

or to such addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

THE PARTIES, INTENDING TO BE LEGALLY BOUND have executed this Agreement as on the date opposite their signatures.

DATED: 9/3/14

By: [Signature]
Dr. Shawn L. McKay, President
Suffolk County Community College

DATED: [Signature]

By: [Signature]
Vito A. Minei, Executive Director
Cornell Cooperative Extension of Suffolk County