

Memorandum of Understanding Campus Safety Act

This Memorandum of Understanding, entered into by and between “the College”: Schenectady County Community College (SCCC) and these “Constituents”:

The City of Schenectady;
The City of Schenectady Fire Department;
The City of Schenectady Police Department;
The Schenectady County Department of Emergency Management;
The Schenectady County Office of the Sheriff; and
The Schenectady County Public Health Services.

This Memorandum of Understanding sets out the respective duties and obligations with regard to the coordination of law enforcement, fire and EMS response and reporting between SCCC and the above named Constituents pursuant to the Campus Safety Act, the Clery Act and the Higher Education Opportunity Act (HEOA).

All parties to this Memorandum of Understanding hereby agree as follows:


1. The City of Schenectady has primary law enforcement jurisdiction on all property within the geographical footprint of SCCC that is owned, leased, or under the control of the College and will provide services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The SCCC President, and/or other designated College official(s), will take reasonable steps to notify the appropriate Constituents of any incident or situation on any property owned, leased, or under the control of the College that may affect the safety and/or well-being of any individual(s) on the SCCC campus or any property owned, leased, or under the control of the College.
3. The City of Schenectady Police and Fire Departments and Office of the Sheriff will notify the SCCC Vice President for Administration and/or College President of any incident or situation on any property within the jurisdiction of the city/county that may affect the safety of any individual(s) on the SCCC campus or on any property owned, leased, or under the control of the College.
4. When the City Police and/or County Sheriff executes a warrant on any property owned, leased or under the control of the College, the Police/Sheriff will contact the SCCC Vice President of Administration and/or College President and request SCCC’s Director of Campus Safety or a designated College official, to accompany the Officer(s) on the SCCC campus. Efforts will be taken to refrain from interrupting an academic learning environment to affect an arrest or execute a search warrant, subject to and depending upon exigent circumstances. In the event of continuous close pursuit beginning in the jurisdiction of the City and continuing onto the College campus, the City Police Department and/or Office of the Sheriff will notify the SCCC Vice President for Administration and/or the College President as soon as possible. Number of arresting officers will be limited, as appropriate, to execute the warrant.
5. For major non-emergency events affecting any or all communities (the College, City and/or County), the designees from the Constituents and the College will meet in a timely manner to review various protocols

and operational issues including, but not limited to, traffic planning, scheduling for additional personnel, mitigating and responding. This includes a willingness to provide appropriate annual Clery Act Crime and Fire Report related data upon request from the Vice President for Administration or his designee.

6. The College agrees to include these Public Safety Constituents in any timely warnings and / or emergency notifications distributed from the campus. SCCC and these Public Safety Constituents agree collectively or as appropriate to participate in at minimum one Drill, Table Top, Functional, or Full Scale Exercise annually.
7. The SCCC Vice President for Administration and the Constituents may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the provisions of this Memorandum of Understanding.
8. Any party may terminate this agreement by notification in writing to all parties noted on this Memorandum of Understanding.

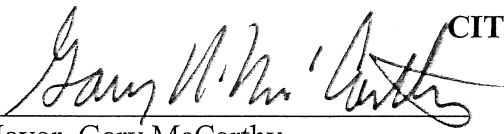
IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this 10th day of the month of SEPT. in the year two thousand fifteen.

SCHENECTADY COUNTY COMMUNITY COLLEGE

By: 
College President, Dr. Steady Moono

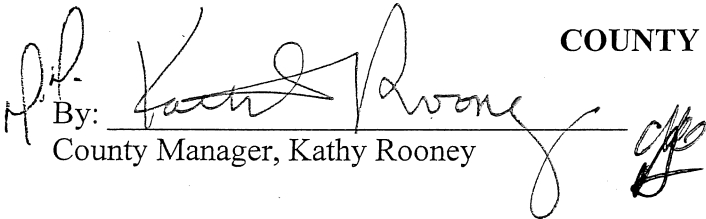
Date: 9/10/15

CITY OF SCHENECTADY

By: 
City Mayor, Gary McCarthy
KKS 10/02/15

Date: 10/2/15

COUNTY OF SCHENECTADY

By: 
County Manager, Kathy Rooney

Date: 11/30/16