

**AGREEMENT**

This Agreement (“Agreement”) is between **Suffolk Community College Association, Inc. (“Association”)**, having its principal offices at 533 College Road, Selden, New York 11784, and

**Bonadio & Co., LLP (“Contractor”)**, a New York limited liability partnership having its principal place of business at 1040 Avenue of the Americas, 3<sup>rd</sup> Floor, New York, New York 10018.

The parties hereto desire to have Contractor to provide audit services for the Association (“Services”).

**Term of Agreement:** September 1, 2023 through August 31, 2028

**Total Cost of Agreement:** Shall be as set forth in **Exhibit B**, attached hereto.

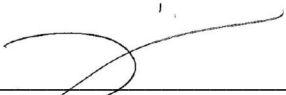
**Terms and Conditions:** Shall be as set forth in **Exhibits A through F**, attached hereto and made a part of this Agreement.

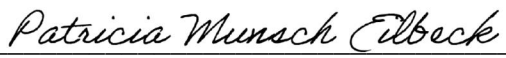
**In Witness Whereof**, the parties hereto have executed this Agreement as of the latest date written below.

**Bonadio & Co., LLP**

FID: 16-1131146  
Tel.: (212) 600-2854

**Suffolk Community College Association, Inc.**

By:   
\_\_\_\_\_  
Joseph Weinberger, CPA  
Partner


By:   
\_\_\_\_\_  
Patricia Munsch, Ph.D.  
Vice President for Student Affairs

Date: September 12, 2023  
\_\_\_\_\_

Date: September 13, 2023  
\_\_\_\_\_

**Approved as to Legality:**

**Suffolk Community College Association, Inc.**

By:   
\_\_\_\_\_  
Alla Brodsky, Esq.  
College Deputy General Counsel

By:   
\_\_\_\_\_  
Barbara Hurst  
Director, Business Affairs

Date: 9/12/2023  
\_\_\_\_\_

Date: 9/12/2023  
\_\_\_\_\_

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**Exhibit A**  
**Description of Services**

Contractor shall provide audit services for the Association, in accordance with the Scope of Services contained in the Association's RFP R23-006 and the Technical Proposal contained in Contractor's proposal, both of which are annexed hereto as Exhibit A.

In the event of a conflict or inconsistency between the terms of this Agreement, the Scope of Services, and Contractor's Technical Proposal, the terms set out in this Agreement shall take precedence.

## Scope of Services

The Consultant shall provide the Suffolk Community College Association, Inc. (“Association”) with accounting and audit services.

### **I. Required Services**

- A.** Consultant shall review the internal control and accounting procedures, and the details of records, including subsidiary records and supportive data as to legality, mathematical accuracy, propriety, and completeness of all transactions.
- B.** For a period of at least five (5) years after the completion of the audit, the Consultant shall make its work papers, records, and other evidence of the audit available to the Association and the College’s Office of Business and Financial Affairs.
- C.** In addition to auditing services, it is expected that the Association will require assistance in certain accounting and reporting questions throughout the year. These should be anticipated in formulating your cost proposals, and included in the annual audit fee.
- D.** Final reports will be submitted to the Association’s Board of Directors and reviewed by the Consultant.
- E.** Prepare related Federal and State information returns, including Form 990, and CHAR 500.
- F.** Examine the most current and complete financial statements of the Association ending August 31<sup>st</sup>, and express their separate opinions thereon. The financial statements should conform to generally accepted accounting principles (GAAP) as they apply to governmental units that are prescribed by the Governmental Accounting Standards Board (GASB). Auditors are required to meet with the Association prior to beginning the audit, during and upon finalization of the audit.
- G.** The Consultant should be prepared to provide the following review, information and evaluative services within the final agreed-upon scope of the audit:
  - 1) Assess the effectiveness of current internal controls.
  - 2) Determine that revenues are accurately, completely and properly reported.
  - 3) Ensure that the expenses were reasonable, appropriate, properly approved and reported.
  - 4) Evaluate financial reporting accuracy and reliability.
  - 5) Provide a review and assessment of the Association internal control systems and procedures, and render a separate opinion that affirms that sound internal controls are in place and regulatory compliance is being maintained.

- 6) Recommend any training and follow-up programs to ensure personnel are adequately informed about compliance requirements.
- H.** Prepare related Federal and State information returns, including Form 990, and CHAR 500, as directed by the Association within the established deadline. A separate audit is not required for the child care centers.
- I.** The Consultant shall prepare and deliver the audit report and management letter to the Association. Ten copies are required, or an electronic file and copies of cover page and signed management letter. Drafts and final versions of the audit reports shall be delivered to the Association by the agreed-upon dates. Audits should begin early December and field work completed by middle to end of January. A partner of the Consultant shall present the audits at one of the Board of Directors meetings of the Association.
- J.** Provide consulting services in the areas of compliance, reporting, finance, systems development, and accounting policies when deemed necessary by mutual agreement.

## **II. Payment**

- A. Consultant shall be reimbursed for the actual number of hours spent on the audit at the billable rates applicable for each title identified under this contract.
- B. Consultant's reimbursement shall not exceed the not-to-exceed amount for each audit year, plus any allowable additional costs.
- C. Consultant will be reimbursed in accordance with the billable rates for any related consulting services.
- D. The Association will not reimburse travel expenses.



# TECHNICAL PROPOSAL

## a. — Understanding of Project Requirements, Management Techniques and Approaches

### Scope of Services

It is Bonadio's understanding that the Association is requesting proposals for the following services:

Bonadio shall provide the Suffolk County College Association ("Association") with audit services.

### Required Services

- A. Consultant shall review the internal control and accounting procedures, and the details of records, including subsidiary records and supportive data as to legality, mathematical accuracy, propriety, and completeness of all transactions.
- B. For a period of at least five (5) years after the completion of the audit, the Consultant shall make its work papers, records, and other evidence of the audit available to the Association and the College's Office of Business and Financial Affairs.
- C. In addition to auditing services, it is expected that the Association will require assistance in certain accounting and reporting questions throughout the year. These should be anticipated in formulating your cost proposals, and included in the annual audit fee.
- D. Final reports will be submitted to the Association's Board of Directors and reviewed by the Consultant.
- E. Examine the most current and complete financial statements of the Association ending August 31st, and express their separate opinions thereon. The financial statements should conform to generally accepted accounting principles (GAAP) as they apply to governmental units that are prescribed by the Governmental Accounting Standards Board (GASB). Auditors are required to meet with the Association prior to beginning the audit, during and upon finalization of the audit.

### Required Services (Continued)

- F. The Consultant should be prepared to provide the following review, information and evaluative services within the final agreed-upon scope of the audit:
  - 1) Assess the effectiveness of current internal controls.
  - 2) Determine that revenues are accurately, completely and properly reported.
  - 3) Ensure that the expenses were reasonable, appropriate, properly approved and reported.
  - 4) Evaluate financial reporting accuracy and reliability.
  - 5) Provide a review and assessment of the Association internal control systems and procedures, and render a separate opinion that affirms that sound internal controls are in place and regulatory compliance is being maintained.
  - 6) Recommend any training and follow-up programs to ensure personnel are adequately informed about compliance requirements.
- G. Prepare related Federal information returns, including Form 990, and advise the Association on the filing of the CHAR 500, as directed by the Association within the established deadline. A separate audit is not required for the child care centers.
- H. The Consultant shall prepare and deliver the audit report and management letter to the Association. Ten copies are required, or an electronic file and copies of cover page and signed management letter. Drafts and final versions of the audit reports shall be delivered to the Association by the agreed-upon dates. Audits should begin early December and field work completed by middle to end of January. A partner of the Consultant shall present the audits at one of the Board of Directors meetings of the Association.
- I. Provide consulting services in the areas of compliance, reporting, finance, systems development, and accounting policies when deemed necessary by mutual agreement.

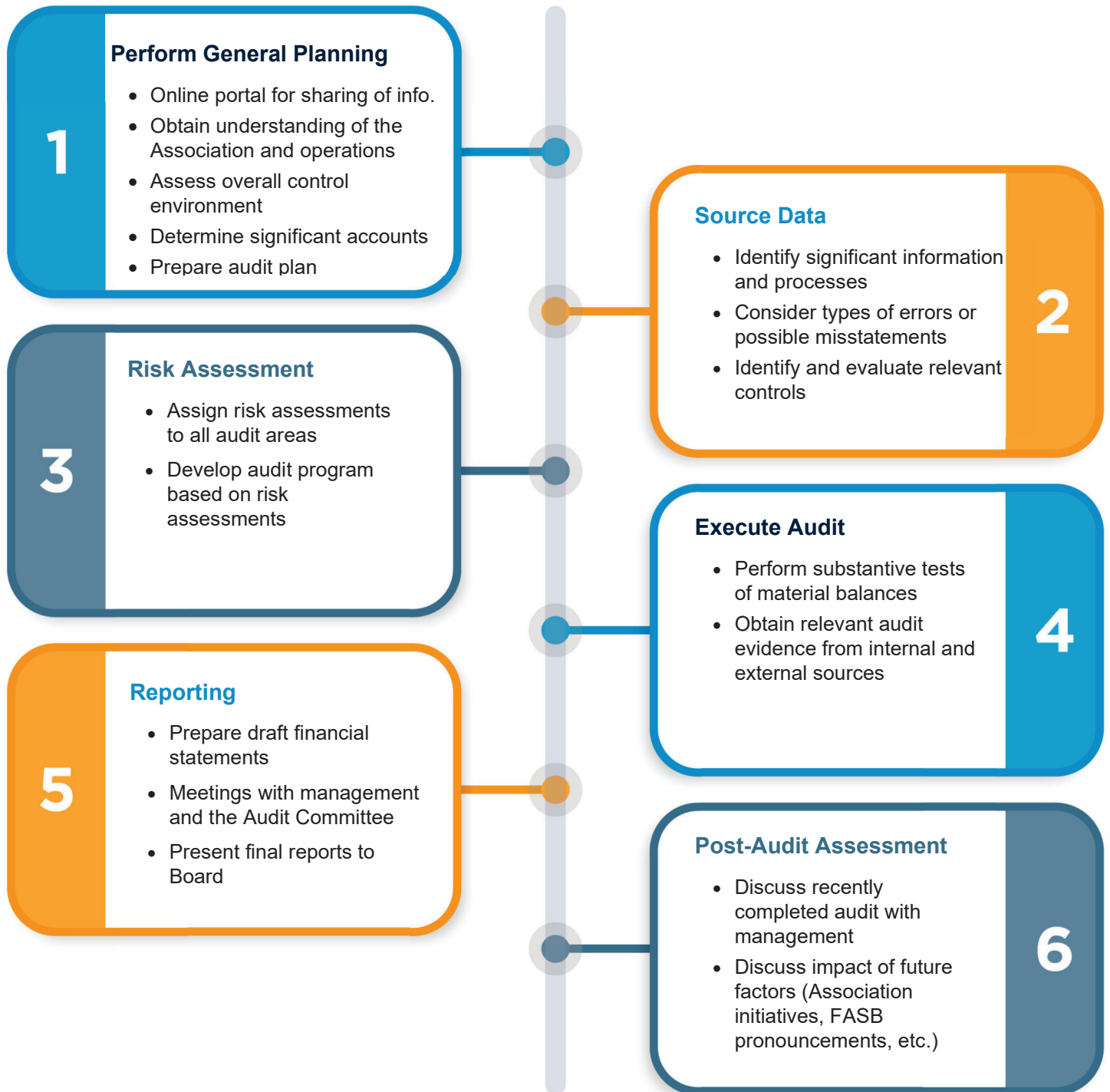
## Overview of Our Audit Approach

We have developed a process that results in increased satisfaction and better recommendations for our clients. In addition, our approach includes the use of a fully secure client portal that aids in the efficiency of our audits. **Our approach is simple:**

Planning	Performance	Presentation
<ul style="list-style-type: none"><li>• Timely, relevant communication at the start of audit cycle</li><li>• Clear, concise requests for information for all phases of the audit</li><li>• On-line portal for sharing information</li></ul>	<ul style="list-style-type: none"><li>• Completion of preliminary and final audit procedures based on pre-determined timelines</li><li>• Communication with key personnel throughout audit</li><li>• Assignment of qualified staff to your engagement</li><li>• Onsite involvement of manager, principal and partner on engagement</li></ul>	<ul style="list-style-type: none"><li>• Deliverables provided on a timely basis and in an understandable format</li><li>• Keeping Audit Committee and Board Members apprised of key items impacting the Association (industry, FASB, etc.)</li><li>• Attendance by partner/principal at Board/Audit Committee meetings</li></ul>



## Overview of Our Audit Approach



## Core Services & Specific Audit Approach

Our audit approach is designed to provide you with timely, efficient, high quality service at a reasonable cost. In order to accomplish these objectives, we emphasize effective planning on each engagement. Planning includes: (1) review of prior year financial statements and any issues that may be pending related to accounting or financial reporting matters; (2) review of current year interim results of operations; (3) review of changes in information systems and processing routines, and (4) performance of interim audit procedures to reduce time at year-end, if necessary.

**Overall, our objectives are to:**  
 (1) demonstrate our depth of experience and capabilities; (2) affirm our ability to provide audit and tax services; and (3) provide the resources and expertise to help you achieve your objectives.

Even though we have significant experience in working with tax-exempt entities, we concentrate our audit efforts and preliminary phase of the audit to identify risks and understand the operating and internal control environment. This information is discussed with you in advance and used as a basis to formulate our audit plan and target our work to high-risk areas. It also allows us to identify issues or concerns at the beginning of our work, prior to year-end, providing ample opportunity to review and address these matters before the audit commences.

Based on the results of our planning, we will provide you with a list of information (account reconciliations and analyses) that will be required in order to effectively complete the audit. This is done well before fieldwork begins to give you sufficient time to gather the information. A preliminary copy of the items and schedules that will be requested for the audit are included in Appendix D.

## Assessing Control Risk

The risk of material misstatement exists at the overall financial statement level and at the individual account level. Our audit approach emphasizes a thorough and detailed risk assessment, as this is the basis for developing the nature, timing, and extent of our audit procedures. Our risk assessment is generally performed at the assertion levels inherent within the financial statements and are classified as low, moderate, or high risk.

High		Moderate		Low	
Existence	Completeness	Valuation	Rights and Obligations	Accuracy	Cutoff

In developing our audit approach, we will gain an understanding of the key controls, including entity level controls, information technology controls, and monitoring controls over financial reporting, as well as operational activity and the strategic issues affecting the Association.

We use a “top-down” approach and we will begin by gaining an understanding of management’s, the Board of Directors and the committees’ attitude, awareness of, and actions concerning internal control.

For each significant transaction cycle and audit area, we will determine the control objectives and the control activities associated with that cycle in order to determine the extent of auditing procedures necessary for expressing our opinion on the financial statements.

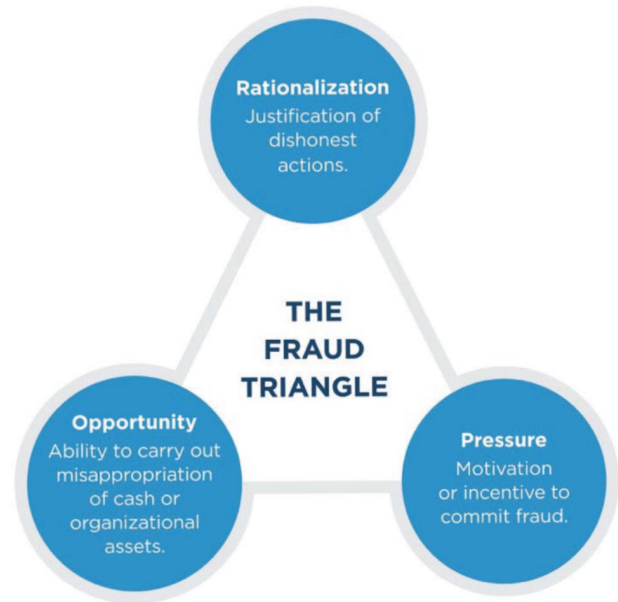
We will perform “walk-throughs” of key controls in order to ensure that our documentation and understanding of the process is accurate. We will also gain an understanding of information technology (IT) controls.

## Fraud Risk Assessment

Generally accepted auditing standards require that the auditor exercise professional judgment and maintain a high level of professional skepticism. This is of utmost importance to us in planning and conducting our audit.

Our responsibility is to obtain a high level of assurance that the financial statements are free of material misstatement whether due to fraud or error. This is accomplished by obtaining the appropriate amount of audit evidence.

While we focus our audit efforts on the high risk and material areas of the financial statements, we also develop audit procedures to respond to identified fraud risks. Our audit procedures extend outside of the accounting and finance department to operational areas of an organization. We will evaluate the Association's programs and controls designed to assess the risk of fraud and respond to those risks. Our audit efforts incorporate an element of unpredictability and focus on the risk of misappropriation of assets, as well as the risk of fraudulent financial reporting. We will obtain an understanding of the Association's fraud detection programs.



## Communication of Deficiencies

If opportunities for improvement in internal controls, or compliance deficiencies are identified as part of the audit process, we will communicate these items to management during a periodic status update. Our goal is open communication and to take a collaborative approach in an effort to ensure that we understand all the facts and circumstances to provide advice on actions that can be taken to address any deficiency noted. To the extent that material or significant matters are noted during the audit process, professional standards require these to be communicated to the Board or Audit Committee.

## Implementation of Accounting Standards

You can count on Bonadio to provide, not only an audit opinion, but real value in the form of proactive guidance on new or modified accounting rules and consultation on significant transactions. We believe that proactive communication and provision of relevant guidance prepares our clients to meet their responsibilities as it relates to adoption of new accounting standards. We provide proactive communication to the governing bodies and management regarding new, relevant accounting changes.

We will provide the Association with the requirements of new standards through discussions with management and the Board and through our internal publications and seminars.

We will assist management in fully understanding the requirements of any new standards. This review will ensure that policies are in place to support proper disclosures and accounting and the general ledger structure is appropriate to support new financial statement presentation requirements.

## **Audit Work Plan**

The following timeframe ensures year-round communication, significant partner/principal/manager involvement, and sufficient hours to fulfill your needs and expectations. This timeframe would be the typical schedule that we would utilize, subject to management's approval.

### **Immediately Upon Engagement**

Bonadio will:

- Conduct meetings with the Association and affiliated entities' management to further clarify audit process and timing and management needs and expectations.
- Understand, assist, prioritize, and plan for current-year issues affecting the College and its affiliated entities:
  - Impact of new and proposed accounting standards
  - Regulatory developments
  - Industry developments
- Prepare engagement letters.
- Arrange for and complete our review of prior auditor's audit workpapers to gain perspective on potential issues and historical background.

### **November**

- Gather and review permanent file documents, including organizational charts and procedural manuals.
- Develop a summary of audit requirements and client assistance lists and provide them to finance department personnel.
- Complete review of internal accounting controls and operating, financial, information systems, and compliance processes.
- Complete detailed audit plan for the Foundation.
- Meet with management and respective Audit and/or Finance Committees/Boards, as deemed appropriate, to review audit strategy and timing.
- Prepare confirmations.

### **December/January**

- Perform and complete year-end fieldwork for the Association.
- Perform audit partner review for the Association.

### **January**

- Perform quality assurance review for the Association.
- Finalize draft audit reports on financial statements, management letter, and financial highlights for the Association and review with management.

### **February**

- Present draft reports to the Association's Finance and/ or Audit Committees.
- Review audit results with the Association Board of Directors
- Present final audit report of the Association at the annual meeting

## **Association Resource Complement**

Foundation resources may be used to complement our services by your employees preparing cash, accounts receivable, and other rollforwards. This will reduce our time required for the engagement and ultimately the associated costs. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

## **Ongoing Interface with Management, Board and Communications**

Our engagement team will interface with management to ensure a cooperative and collaborative relationship. The audit services and communications we provide to you are individualized to meet your needs. Our engagement teams work with management directly to understand their concerns and expectations. As any issues arise, we will coordinate with management to obtain a complete understanding of the facts and circumstances and work with management towards resolution.

Your engagement team will be accessible to you at all levels. We want you to feel free to contact any member of our team whenever the need arises. Not only are we a phone call or an email away, but we are also truly accessible in terms of responsiveness, flexibility, the ability to meet your needs and the authority to make decisions on your account.

Frequent, year-round communication is the backbone of a productive partnership between client and auditor. We commit to:

- Providing status reports during planning and audit fieldwork
- Anticipating your issues and delivering relevant knowledge resources
- Addressing your questions promptly when they arise
- Discussing emerging accounting, reporting and regulatory matters in a timely, proactive fashion
- Scheduling periodic meetings with management to discuss a broad range of financial, operational, human resources, and other issues

When significant new proposals or regulations are issued, our professionals personally contact Bonadio clients to discuss these issues, to analyze how these changes affect our clients and to assist our clients in dealing with the issues. Early upfront communication and documentation of any new accounting and auditing issues is essential to our professional relationship.

We plan to meet with the Audit Committee as appropriate, a minimum of twice a year; however, the engagement team is accessible to the Audit Committee at any time. Prior to commencing audit procedures, we will communicate to the Audit Committee our responsibilities, timing, and scope of the audit. Post audit we will communicate to the Audit Committee the results of the audit and any significant audit matters, including any issues that arise during the audit process and their resolution. Should the need arise for additional consultation with the Board, we would work through the Board chair to ensure this occurs in a timely manner.

## **Bonadio is a Leading CPA and Management Advisory Firm to Not-For-Profit Entities**

Keeping not-for-profit entities compliant and fiscally healthy is one of the core segments of our business. Since our founding, Bonadio has been committed to the not-for-profit sector. Our commitment is directly related to our belief that we have an obligation to serve the communities where we live and work, and in fulfillment of that obligation, to use our professional experience and expertise to help our clients protect and grow their assets, while helping to keep them compliant with applicable laws and regulations.

On an annual basis, hundreds of not-for-profit organizations throughout New York State – ranging from small start-up operations to large, complex, multi-entity organizations – depend upon Bonadio's expertise in performing quality and comprehensive traditional audit and tax preparation services. Our not-for-profit client list represents a broad and diverse mix of organizations with varied missions and stakeholders, all requiring high levels of service and technical excellence delivered at the lowest possible costs.

### **The resources that we can bring to the Association are extensive.**

Your engagement team and the other members of our college and university team can help you with a variety of issues, including but not limited to:

- Benchmarking studies/dashboards
- Business office staffing and productivity reviews
- Business plan development
- Computer system control reviews
- Construction audits
- Corporate organizational structure consultation
- Cost containment and savings assessments
- Dependent eligibility audits
- Due diligence on potential acquisitions/affiliations
- Employee withholding consultation
- Endowment consulting
- Enterprise Risk Management Services
- Federal and state tax planning
- Financing and refinancing consultation and due diligence
- Forensic accounting services
- IT regulatory compliance
- Information security
- Internal audit
- International ventures consulting
- New York State Segregated Gift Annuity Fund Annual Statement Preparation
- NYPMIFA implementation
- Payroll tax consulting
- Projections/feasibility studies
- Reviews of investment performance, including spending policy compliance
- Sales tax consulting
- Sarbanes-Oxley gap analysis
- Software evaluation, selection, and project management assistance
- Strategic planning consultation
- Unrelated business income tax consulting
- Valuations

### ***Recent examples of value-added services that we have provided to our colleges and universities include:***

- We assisted one of our college clients with a very complex payroll tax case. After working with two IRS appeal settlement officers, we were able to reduce tax penalties and interest from over approximately \$3,000,000 down to approximately \$15,000.
- We worked with college management and outside counsel to assist in setting up a new program in Singapore. We evaluated the client's transaction flow and intended results and provided advice regarding the legal structure that would be most appropriate in that country. We worked with their local and foreign attorneys regarding the provisions in the operating documents and discussed U.S. tax rules with them as well.

### ***Recent examples of value-added services (Continued)***

- We have assisted some of our college clients in setting up or enhancing their corporate compliance committee. Through these projects, we defined prioritized tasks, drafted actionable policies, and of multiple compliance regulations such as HIPAA, FERPA, GLBA, TEACH, PCI DSS, and HEOA. performed on-site testing and training. Our assessments and consulting reflected our knowledge
- We worked with a major university to enhance their practices regarding the processing, storage and transmission of sensitive and confidential information including SSN, PII, and ePHI. These programs and processes touch all aspects of university data, and included such areas as segregation of duties, provost communications, international student VISA applications, the music school online application process, and audits of contracts and business associate agreements.
- We worked with one of our college clients to determine which local lenders offered the best terms for financing a major construction project. We assisted them in putting a financing package together and in negotiating with the lenders.

### **b. — Anticipated Issues and Resolution**

Given our long-standing working relationship, we do not anticipate and significant issues that will require resolution.



**End of Text for Exhibit A**

**Exhibit B**  
**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Contractor shall prepare and present an invoice to the Association for payment by the Association. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the Association will be made within thirty (30) days after approval by the Association.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit B for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the Association being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved voucher under this Agreement shall operate as and shall be a release to the Association and/or College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Specific Payment Terms and Conditions**

See ATTACHMENT 1, annexed hereto



## ATTACHMENT 1

# COST PROPOSAL

## COST PROPOSAL

Our dual objective is to provide you with professional services at a reasonable cost, while complying with the highest professional standards.

In establishing the cost of services to be billed, we estimate the number of hours to be devoted to the engagement times the hourly rates of individuals assigned to the engagement based on their estimated level of involvement.

We do not bill for routine telephone conversations or office overhead items such as copies, faxes, or administrative support.

Our fee estimate is based on existing accounting and auditing pronouncements and the Association's current level of operations. If significant changes occur in accounting or auditing requirements promulgated by professional oversight agencies or if operations were to change significantly, a new fee estimate would need to be agreed upon with management.

While fees may not be the primary basis of your decision, differences in proposed fees many times are not clearly understandable. If our proposed fees are not consistent with your expectations, please let us know and we will attempt to resolve any differences to your satisfaction.

### **Out-of-Pocket Expenses**

All out-of-pocket expenses incurred by Bonadio are included in the total all-inclusive maximum fees quoted. Bonadio will not seek reimbursement for travel, lodging, or out-of-pocket costs incurred in connection with the completion of professional services proposed.

### **Unlimited Phone Support**

In order to properly serve our clients, we need to know what the issues affecting them are. We realize, however, that clients are sometimes hesitant to call us, as they are concerned they will be "nickel and dimed" with fees for phone calls. To encourage regular contact with our clients, we offer unlimited phone support throughout the year. Because we will provide ongoing access to the accounting, auditing, and business advice you need on a fixed-price basis, you will not be inhibited from seeking timely advice by fear of the meter endlessly running. We want to offer you access to the accumulated wisdom of the firm through CPAs with substantial experience who can help you achieve your financial goals.

### **No Surprises Fee Commitment**

Our no surprises fee commitment means, very simply, that you will never be surprised by an invoice from us. We do not bill for routine questions or discussion, which require less than one hour of response time. If a situation arises where work outside the scope of our written arrangement is requested, we will discuss the scope of work and associated fees in advance – you will always know what the fee will be before we start work.

**EXHIBIT 1**  
**FORM OF COST PROPOSAL**

a. **Not to Exceed Fees:**

<b>Fiscal Year</b>	<b>Not To Exceed Fees for the Association</b>
September 1, 2023 through August 31, 2024	\$18,000
September 1, 2024 through August 31, 2025	\$18,900
September 1, 2025 through August 31, 2026	\$19,850
September 1, 2026 through August 31, 2027	\$20,825
September 1, 2027 through August 31, 2028	\$21,850

b. **Billable Hourly Labor Rates:**

<b>Title</b>	<b>Billable Hourly Rate Used to Determine Not To Exceed Fee</b>
Partner	\$425
Principal	\$350
Manager	\$210
Senior	\$160
Staff	\$130

c. **Breakdown of Cost (for each of the years 1 through 5):**  
 Provide a breakdown of titles, corresponding number of anticipated hours and billable rates, and a description of the rationale behind the estimation.

**Estimated Hours by Staffing Level**

Partner	10
Principal	2
Senior Auditor	44
Staff Auditor	60
Other	4

**End of Text for Exhibit B**

**EXHIBIT C**  
**General Terms and Conditions**

**Whereas**, the Association issued a Request for Proposals R23-006 (RFP) on July 6, 2023; and

**Whereas**, the Contractor submitted a proposal in response to such RFP on July 31, 2023; and

**Whereas**, the Association has selected the Contractor to provide the services as set forth herein; and

**Now, therefore**, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

**1. Contractor Responsibilities**

**a. Services**

Contractor shall provide the Services described in Exhibit A, entitled "Description of Services."

**b. Qualifications and Licenses**

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the Association.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or Association, Suffolk County Community College (College), or County of Suffolk policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the Association.
- iii.** If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the Association may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the Association provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the Association's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the Association's option) Contractor will be given an opportunity for consultation with the Association and an opportunity to cure all failures of its obligations prior to termination by the Association. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the Association by the end of the (5) day period (or longer, at the Association's option), the Association may issue a written termination notice ("Termination Notice"), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Association, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The Association shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the Association shall pay Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The Association shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the Association shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the Association the balance of any funds advanced to Contractor by the Association. Upon termination, any funds paid to Contractor by the Association which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the Association may recoup such payments from any amounts due or becoming due to Contractor from the Association under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

### 3. Indemnification

#### a. General

Contractor agrees that it shall protect, indemnify and hold harmless the Association and the College, and their 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 Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the Association and/or College and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the Association and/or College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

#### b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the Association and/or College and their 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 attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the Association and/or College and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the Association and/or College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

### 4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the Association and/or the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the Association and/or the College for Contractor. Unless otherwise specified by the Association and/or the College and agreed to by Contractor, in writing, such insurance shall be as follows:

- i. **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.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
- iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if

required by law. Contractor shall furnish to the Association, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the Association a certificate of insurance for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the Association and the College shall be named as additional insureds and the Contractor shall furnish a certificate of insurance evidencing the Association's and the College's status as an additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the Association shall provide for the Association and the College to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the Association and the College at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the Association and/or the College shall have given Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the Association and/or the College may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the Association and/or the College and Contractor.

## 5. Independent Contractor

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 employees of the Association and/or the College for any purpose.

## 6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**8. Set-Off Rights**

The Association and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Association and/or the County's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the Association and/or County with regard to this contract and/or any other contract with the Association or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Association and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Association and/or the County shall exercise its set-off rights in accordance with normal Association and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Association, their representatives, or the County Comptroller, and only after legal consultation with the Association General Counsel and County Attorney.

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

#### 10. College's Non-Discrimination Notice

The Association 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 Association 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 Association'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

#### 11. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

#### 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.



**13. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the Association and/or the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**14. Conflicts of Interest**

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the Association and/or the College.
- b. Contractor is charged with the duty to disclose to the Association and/or the College the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the Association. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the Association and the College General Counsel after full disclosure is obtained.

**15. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**16. Confidentiality**

Any records, reports or other documents of the Association and/or the College or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the Association and/or the College and shall be kept confidential in accordance with applicable laws, rules and regulations.

**17. Assignment and Subcontracting**

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the Association, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Association and the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Association and/or the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the Association of any subcontract shall provide for the incurrence of any obligation by the Association and/or the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**18. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of Association and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**19. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the Association and/or the College, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**20. Publications and Publicity**

a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the Association. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community Association.”

b. The Association shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**21. Copyrights, Patents and Trademarks**

**a. Copyrights**

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the Association reserves, and Contractor hereby gives to the Association, and to any other municipality or government agency or body designated by the Association, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the Association reserves, and Contractor hereby gives to the Association, and to any other municipality or government agency or body designated by the Association, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**c. Trademarks**

Contractor acknowledges that the Association name and logo (“trademark property”) are the property of the Association and agrees that Contractor shall not use such trademark property without its prior express written consent. Notwithstanding the provisions hereunder, Contractor further agrees that if any work performed shall result in or require the use of trademarked property owned by Contractor, Contractor hereby grants to Association a non-exclusive license for use of the same.

**End of Text for Exhibit C**

**Exhibit D**  
**Notices and Contact Persons**

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the Association or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Association:**

Barbara Hurst  
Director, Business Affairs  
Suffolk Community College Association, Inc.  
533 College Road  
Selden, NY 11784-2899

With a copy to:

College General Counsel  
Suffolk County Community College  
533 College Road  
NFL Building, Suite 230  
Selden, NY 11784-2899

**For Contractor:**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit D**

**Exhibit E**  
**Association's Request for Proposals**

The Association's Request for Proposals (RFP) for audit services for the Association, issued July 6, 2023, together with any Addenda thereto, is incorporated herein by reference as Exhibit E.

**End of Text for Exhibit E**

**Exhibit F**  
**Contractor's Proposal**

Contractor's Proposal, submitted July 31, 2023 in response to the Association's RFP is incorporated herein by reference as Exhibit F.

**End of Text for Exhibit F**