

**Month-to-Month Lease Agreement between
Suffolk County Community College and
Long Island University**

This Month-to-Month Lease Agreement ("Lease" or "Agreement") is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York; and

Long Island University (LIU), a New York State not-for-profit educational corporation having its principal office at 700 Northern Boulevard, Brookville, New York 11548-1327.

The College desires to lease to LIU, on a month-to-month basis, certain classrooms, conference rooms and office space located on the Michael J. Grant Campus in Brentwood, New York, to permit LIU's usage thereof for educational and academic purposes during approved hours of operation.

Term of Lease: The term shall commence on August 15, 2013 and shall continue thereafter as a month-to-month tenancy until the Lease is terminated in accordance with the provisions of Paragraph 3(b), herein.

Cost of Lease: \$17,248.00 per month.

Terms and Conditions: Shall be as set forth in Exhibits A through F, attached.

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


Long Island University



By: Dr. Kimberly R. Cline
President

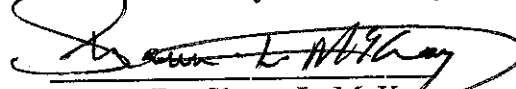
Date: 8/1/13

Approved As To Legality:


Lynette M. Phillips, Esq.
University Counsel
Vice President for Legal Services

Date: 7/31/13

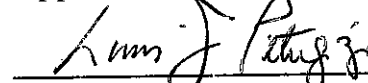
Suffolk County Community College



By: Dr. Shaun L. McKay
President

Date: 8/23/13

Approved As To Legality:


Louis J. Petrizzo, Esq.
College General Counsel

Date: 08/13/13

Recommended:

Robert A. Altholz

Robert Altholz
Vice President for Finance
& Chief Financial Officer

Date: 8/8/13

Recommended:

Gail E. Vizzini

Gail E. Vizzini
Vice President, Business
& Financial Affairs

Date: 8-6-13

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General Terms and Conditions

Exhibit A
General Terms and Conditions

WHEREAS, the College has entered into an Equipment Lease with Vanguard Modular Building Systems, LLC ("Vanguard"), wherein Vanguard will design and construct a modular classroom building on the College's Michael J. Grant Campus ("Grant Campus") in Brentwood, New York; and

WHEREAS, the College has also entered into a Sub-Lease Agreement with LIU, authorizing LIU to utilize said modular classroom building to provide academic courses and educational programs to its students, as approved by the College; and

WHEREAS, it is anticipated that the modular building will not be certified for occupancy until on or about the Spring semester of 2014, and

WHEREAS, LIU has requested permission to lease classrooms, conference rooms and office space on the Grant Campus, beginning in the Fall semester of 2013, in anticipation of its usage of the modular classroom building, once fully constructed, and

WHEREAS, the College has determined that certain classrooms, conference rooms and office space located on the Grant Campus are available for LIU's use on a short-term basis;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Inconsistent Provisions

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this Lease or made part thereof by this Lease or by subsequent amendment in writing and signed by both parties except to the extent that such provisions of this Exhibit A are specifically referred to and amended or suspended by such Exhibit amendment or other document.

2. Description

The College hereby leases to LIU the classrooms, conference rooms and office space located on the Grant Campus, as identified herein at Exhibit B (hereinafter "Premises"), to be used by LIU during specified time periods as approved by the College (see, Exhibit C) for the purpose of offering courses and educational programs to its students (see, Exhibit D).

3. Term and Termination

a. Term

The term shall commence on August 15, 2013 and shall continue thereafter as a month-to-month tenancy.

b. **Termination of Month-to-Month Tenancy**

Either party may terminate this Lease by tendering to the other party written notice of intent to terminate, upon fifteen (15) days' notice.

4. **Lease Payments**

- a. In consideration of the College faithfully complying with all of the covenants set forth in this Lease and continued access to the Premises, LIU shall compensate the College on a monthly basis in the sum of \$17,248.00 per month.
- b. Monthly Lease payments shall be made by LIU to the College by the 15th of each month to the following address:

Suffolk County Community College
ATTN: Business and Financial Affairs Office
533 College Road, NFL232
Selden, New York 11784

Except as specifically provided otherwise in this Lease, the Lease payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns, or infirmities in the Premises or any accident, condemnation or unforeseen circumstances.

5. **LIU's Obligations**

- a. **Hours of Operation.** LIU shall be permitted to utilize the Premises in accordance with the "Hours of Operation Schedule," attached hereto as Exhibit C.
- b. **Academic Usage.** LIU's use of the Premises shall be limited to operating the educational programs set forth in the "Brentwood Campus Academic Curriculum" attached hereto as Exhibit D.
- c. **Duty of Care.** LIU shall, at all times, take good care of the Premises and preserve the Premises in good order and condition.
- d. **Identification Cards.** LIU's students shall obtain LIU identification cards, which shall specifically identify such students as authorized to attend the College's Grant Campus. Such students are hereinafter referred to as "LIU/Grant Campus students."
- e. **Grant Campus Library.** LIU/Grant Campus students will have use of the Grant Campus Library during the hours of operation established by the College. LIU and the College may develop a plan for placing appropriate books, journals and other materials to support LIU's programs in the Grant Campus Library. LIU will bear the expense of such

acquisitions. LIU will also pay for direct costs of providing library orientation sessions to LIU's students.

- f. **Cafeterias.** LIU/Grant Campus students and staff will have access to the Grant Campus cafeterias during the hours of operation established by the College.
- g. **Academic Calendar.** LIU will provide the College with LIU's academic calendar at least thirty (30) days prior to the commencement of each semester.
- h. **HSEC.** LIU/Grant Campus students and staff will have access to the Health, Sports and Education Center (HSEC), including the pool and health club, in accordance with College policy as applicable to the College's students and staff.
- i. **Postage.** LIU shall pay directly for all of its outgoing mail from the College. Daily mail pick-up and delivery will be provided to LIU by the College.
- j. **Outside Vendors.** LIU shall comply with the College's contractual obligations with outside vendors and service providers, relating to the provision of food and beverage services on the Grant Campus, including vending machines; and any or all other applicable services provided by such outside vendors.
- k. **Class Cancellation.** LIU shall cancel its classes at any time that the College President determines to cancel the College's classes due to extreme weather conditions or other emergency. LIU shall provide the College with appropriate contact numbers of LIU administration for this purpose and for other emergency situations.
- l. **Use of Computers.** LIU/Grant Campus students may utilize computer terminals available for general use in the Grant Campus Library.
- m. **Parking.** LIU/Grant Campus students and staff shall be required to obtain LIU-issued parking permits and to comply with all College parking and traffic policies, rules and regulations as applicable during the term of this Lease to the College's students and staff, and shall be subject to all applicable penalties for violations of such parking and traffic policies, rules and regulations. LIU agrees to cooperate with and assist the College in obtaining student compliance with the College's parking and traffic policies.
- n. **Discipline of LIU/Grant Campus Students.** LIU shall be solely responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved in the use of the Premises and related facilities, and agrees to discipline any personnel, including LIU/Grant Campus students, whose acts or failure to act are determined to be detrimental to the College.
- o. **Other Campus Uses.** Requests for occasional, incidental or temporary use of other College space at the Grant Campus should be submitted to the Campus Executive Dean. Should LIU require the use of other College space on a permanent basis, all arrangements shall be coordinated through the College's Associate Vice President for Economic and

Workforce Development on a case-by-case basis and shall be subject to a written agreement between the parties.

- p. **Compliance with Laws.** LIU shall be responsible for compliance with all applicable laws, rules and regulations, including, but not limited to, New York State fire prevention and building code requirements.

6. The College's Obligations

- a. **Utilities.** The College shall provide all utility services to the Premises.
- b. **Custodial Services.** The College shall provide to the Premises all necessary custodial and janitorial services.
- c. **Snow Removal.** The College is responsible for providing snow removal services to the Grant Campus.
- d. **Security.** The College's Office of Fire and Public Safety shall provide keys and security services to the Premises on the same basis as provided to other College buildings and programs.
- e. **Emergencies.** In the event of a medical or other emergency at the Premises, the College's Office of Fire and Public Safety and/or the Grant Campus healthcare professional(s) will provide assistance, as appropriate.
- f. **Maintenance.** The College will provide routine maintenance services to the Premises.
- g. **Academic Calendar.** LIU will provide the College with LIU's academic calendar at thirty (30) days prior to the commencement of each academic year.
- h. **IT Support.** The College will provide routine computer, audiovisual and telephone maintenance and support to the Premises.

7. Signage and Advertising

- a. LIU is permitted to install signs on the Grant Campus, at its own cost, to direct students and visitors to the site of LIU's programs, provided that such signage is in keeping with the standards for the signage that the College provides for its own programs. LIU shall submit signage mockups and proposed locations to the College's Vice President for Institutional Advancement for approval. *No signage may be installed without such prior approval.*
- b. The College and LIU will cooperate and collaborate in matters of advertising and promotion. However, neither party will use the name, trademark or logo of the other without prior written permission.

- c. Any mention of the College in promotional materials or media advertising generated by or from LIU must be submitted to the College's Vice President for Institutional Advancement for prior approval.

8. Management Committee

The College and LIU shall work cooperatively to establish a joint Management Committee, which will be comprised of three (3) representatives of each institution. Such Management Committee shall meet at least once per semester to review and resolve any issues, except for financial matters, arising from the operation of this Sub-Lease.

9. Restoration of Premises upon Termination of Lease

Upon termination of the Lease, LIU shall restore the Premises to its condition on commencement of the Lease, reasonable wear and tear excepted.

10. Quiet Enjoyment

The College covenants that if and so long as LIU tenders the required payments as required under this Lease and performs the covenants thereof, LIU shall peaceably and quietly have, hold and enjoy the Premises for the term herein provided, subject to the provisions of this Lease.

11. Alterations

LIU shall not make any alterations, installations, improvements, additions, renovations or physical changes to the Premises.

12. No Assignment

LIU shall not sell, convey, assign, transfer, Lease, encumber or otherwise dispose of its interests, rights or obligations under this Lease.

13. Negative Covenants

LIU agrees not to use, suffer or permit any person to use in any manner whatsoever the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation of the College now in effect or hereinafter enacted, amended or adopted.

14. Hazardous Substances

LIU shall not generate, treat, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any

other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulations including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. section 5101 *et seq.*), the Solid Waste Disposal Act, as amended (42 U.S.C. section 6901 *et seq.*) and the regulations adopted and publications promulgated pursuant thereto.

15. Indemnification

- a. Except to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of the College, its officers, agents, employees, invitees or contractors, LIU assumes all risks incidental to the use of the Premises and related College facilities and shall be solely responsible for any and all accidents and injuries to persons (including death) and property arising out of or in connection with the use of the Premises and related College facilities and hereby covenants and agrees to indemnify and hold harmless the College, its officers, employees and agents from any and all claims, suits, actions, damages and costs of every nature and description arising out of the negligent acts or omissions or willful misconduct of LIU and relating to the use of the Premises and related College facilities or the violation of any law, code, order, ordinance, rule or regulation in connection therewith by LIU, its officers, agents, employees, invitees or contractors.
- b. Each party shall be responsible for any claims, liabilities, suits proceedings or actions of any kind and of whatever name and nature as the same may relate in any manner to the use of space of the Premises and related College facilities arising from such party's negligence or willful misconduct.
- c. To the extent permitted by law, the College shall be responsible for any claims, costs, damages or injuries to persons or property of whatever kind or nature arising out of the activities or negligence of the College, its officers and employees.

16. Insurance

- a. LIU agrees to procure, pay the entire premium for and maintain throughout the term of this Lease, insurance in amounts and types specified by the College. Unless otherwise specified by the College and agreed to by LIU, in writing, such insurance will be as follows:
 - i. **Property Insurance** on an all risk basis in an amount not less than the replacement cost of LIU's personal property.
 - ii. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage combined and Three Million Dollars (\$3,000,000.00) annual aggregate.

- iii. **Automobile Liability** insurance (if any vehicles are used by LIU in the performance of this Lease) in an amount not less than One Million Dollars (\$1,000,000) each accident for bodily injury/property damage combined.
 - iv. **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. LIU shall furnish to the College, 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 LIU 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.
- b. All policies providing such coverage shall be issued by insurance companies or an insurance reciprocal with an A.M. Best rating of A- or better.
 - c. LIU shall furnish to the College 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 College and the County of Suffolk shall be named as additional insureds and the certificate of insurance shall evidence the College and the County's status as additional insureds on the policy.
 - d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College at its address set forth in the paragraph entitled "Notice Requirements/Contact Persons" or at such other address of which the College shall have given LIU notice in writing.

17. No Broker

LIU and the College represent and warrant that all of its negotiations with respect to this Lease were conducted exclusively between LIU and the College, and neither LIU nor the College used the services of any broker or finder with respect to this Lease or the leasehold estate created by it.

18. Notice Requirements/Contact Persons

- a. Any communication, notice, claim for payment or other submission necessary or required to be made by the parties regarding this Lease ("Notice") shall be in writing and either (a) sent to the parties by registered or certified mail, postage prepaid or (b) delivered in

Exhibit C
LIU//Brentwood Fall 2013 Room Schedule

LIU shall have use of the Premises in accordance with the "LIU/Brentwood Fall 2013 Room Schedule," attached hereto.

End of Text for Exhibit C

**LIU Brentwood
Fall 2013 Room Schedule**

Building	Room #	Room Size	Type of Space	Monday	Tuesday	Tuesday	Tuesday	Tuesday	Wednesday	Wednesday	Thursday	Thursday	Thursday
				Monday 8:15 - 10:55	Tuesday 4:20-6:10 3:30-6:10	Tuesday 6:15-8:05	Tuesday 8:15 - 10:55	Wednesday 4:20-6:10	Wednesday 6:15-8:05	Wednesday 8:15 - 10:55	Thursday 4:20-6:10 3:30-6:10	Thursday 6:15-8:05	Thursday 8:15 - 10:55
HSE	A122	36	558 SF	Classroom	EDS 611 001	EDI 604 001 Picart	EDS 611 001	EDS 611 001	EDS 622 001	EDS 619 001	EDS 629 002	EDS 625 001	
HSE	A215	36	633 SF	Classroom	EDS 703 001 Vaecca	EDS 617 001 Lynn	EDS 703 001	EDS 610 001	EDS 630 001	EDS 630 001	EDC 687 002	EDC 660 001	
HSE	A222	40	622 SF	Classroom	EDS 616 001 Sanacore	EDS 704 001 Smith	EDS 616 001	EDS 632 001	EDC 683 002	EDC 683 002		EDC 670 001	
HSE	A313	36	638 SF	Classroom	EDC 601 001 Najarian	EDS 642 001 Sanacore		EDC 613 001	EDC 615 001	EDC 685 001	EDC 687 001	Despres EDC 614 001	
HSE	A322	36	571 SF	Classroom	EDC 654 001 Lupo	HIS 3 001 Adelman	HIS 3 001 Adelman	EDC 616 001	EDC 659 001	Goldin EDC 659 001		Keefe- EDS 640 001	
HSE	A335	34	622 SF	Classroom	EDS 615 001 Conway Ger	LIS 607 001 Westermann	LIS 607 001 Westermann	EDC 668 002	EDC 683 001	McCormack EDC 683 001	EDC 691 001	EDS 633 001	
HSE	120	19	312 SF	Conf. Room	EDC 602 001	EDC 669 001 4:20 - 8:50 Ciborowski	EDC 669 001 4:20 - 8:50 Ciborowski	EDC 668 001	EDC 617 001	EDC 617 001	EDC 690 001	EDC 676 001	
CAUMST	13	15	383 SF	Conf. Room	EDS 620 001			EDC 668 003					
CAUMST	220D	10	151 SF	Conf. Room	EDS 703 002								
SAS	121A	30	675 SF	Classroom	ART 1 001 5:30-8:10 Kelly	ENG 8 001 Rock 5:30 - 8:10	ENG 8 001 Rock 5:30 - 8:10	EDS 713 001	EDS 713 001	EDS 713 001	PHY 10 001 Schmal 5:30-10:55	PHY 10 001 Schmal 5:30-10:55	PHY 10 001 Schmal 5:30-10:55
SAS	111	30	675 SF	Classroom	CRJ 11 001 Ruane 5:30-8:10 Angelo	CRJ 631T 001 Monette 5:45-8:25	CRJ 631T 001 Monette 5:45-8:25	CRJ 700T 001 Kelly 8:40-11:25	LIS 733 001 Spaulding 001	EDC 684 001	MUS 1 001 Mohar	LIS 620 001 Baaden	LIS 622 001 Baaden

SAS	102	30	675 SF	Classroom	ENG 7 001 Angelo 5:30-8:10	ENG 7 001 Angelo 5:30-8:10	NUR 99 001 3:30-6:10pm Infantino	POL 2 001 5:30-8:10	POL 2 001 5:30-8:10	EDS 713 002 4:30-5:30	CJR 30 001 Berg 5:30-8:10	CRJ 68 001 Monette	NUR 90 001 3:30- 6:10pm Kapp	MTH 19 001 6:20-9:00	MTH 19 001 6:20-9:00
SAS	103	30	675 SF	Classroom	EDI 601 001	EDI 600 001	POL 2 001 5:30-8:10	POL 1 001 8:15-10:55	EDI 613 001 Edwards	EDI 612 001 Ahmad	NUR 99 002 3:30- 6:10pm	CIN 11 001 Walsh 6:15-8:55	CIN 11 001 Walsh	CIN 11 001 Walsh	

SAS 120-A 337 SF Office
SAS 120-B 337 SF Office

Exhibit D

Brentwood Campus Academic Curriculum

1. LIU shall offer undergraduate programs geared towards 3rd and 4th year students at the Michael J. Grant Campus of the College in the disciplines of criminal justice and nursing. In addition, LIU may offer graduate programs in the disciplines of childhood education, literacy, mental health counseling, library sciences and criminal justice.
2. LIU shall not offer any undergraduate classes or programs at the College that compete with the College's classes or programs and shall not offer any other undergraduate classes or programs without the prior written approval of the College's President.
3. LIU may develop and offer upper division undergraduate courses and bachelor degree programs through articulation agreements and/or dual registration agreements with the College.
4. LIU shall be responsible for all administrative tasks associated with course development, student registration, and program management, including maintenance of its own database through the LIU's computer system, for all classes or programs offered by it.
5. The College shall not permit other colleges or universities to offer classes or programs at its Michael J. Grant Campus that compete with classes or programs offered by LIU at the College's Michael J. Grant Campus, whether under the terms of this Agreement or the terms of any articulation agreements or dual enrollment agreements between the College and LIU.

End of text of Exhibit D

Exhibit E
Board of Trustees Resolution No. 2013.48 Approving the Month-to-Month Lease

[Attached, hereto]

End of text of Exhibit E

Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES

June 20, 2013

RESOLUTION NO. 2013.48 AUTHORIZING THE COLLEGE PRESIDENT TO EXECUTE A LEASE WITH LONG ISLAND UNIVERSITY FOR THE USE OF CLASSROOMS, CONFERENCE ROOMS AND OFFICE SPACE ON THE MICHAEL J. GRANT CAMPUS

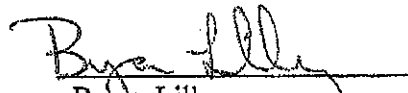
WHEREAS, the Board of Trustees of Suffolk County Community College has authorized the College President to execute both an equipment lease with Vanguard Modular Building Systems, LLC, and a sublease agreement with Long Island University (LIU) for a modular classroom building on the Michael J. Grant Campus, and

WHEREAS, it is anticipated that the modular building will not be certified for occupancy until on or about the Spring semester of 2014, and

WHEREAS, LIU has requested permission to lease classrooms, conference rooms and office space on the Michael J. Grant Campus, beginning in the Fall semester of 2013, in anticipation of its usage of the modular classroom building, once fully constructed, and

WHEREAS, the College has determined that certain classrooms, conference rooms and office space are available for LIU's use on a short-term basis, including approximately seven (7) rooms in the Health, Sports and Education Center; six (6) rooms in the Sally Ann Slacke Center; and two (2) rooms in Caumsett Hall, be it therefore

RESOLVED, that the College President is hereby authorized and empowered to execute a month-to-month lease agreement with Long Island University, upon such terms and conditions as approved by the College General Counsel, for the use of certain classrooms, conference rooms, and office space on the Michael J. Grant Campus beginning in the Fall semester of 2013.


Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Exhibit F
General Terms and Conditions

Capacity to Contract: LIU warrants that its entry into this Assignment was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Fire, Flood, or Strike: Neither party shall be liable for the failure to perform its part of this Lease when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.

Changes to Agreement: To the extent permitted by law, this Lease may be modified in writing, executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the parties but no such modification shall be effective until so executed and approved.

Not a Co-Partnership: Nothing herein contained shall create or be construed as creating a co-partnership between the College and LIU, or to constitute LIU or its officers, employees as agents or employees of the College.

Independent Contractor: It is expressly agreed that LIU's status hereunder is that of an independent contractor. Neither LIU nor any person authorized by LIU to use the Premises shall be considered employees of the College for any purpose. The relationship between the parties is that of Lessor – Lessee, and LIU, in accordance with its status as such, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the College by reason hereof, and that LIU and its officers and employees shall not, by reason hereof, make any claims, demands or application to, or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit as officers, employees or agents of the College.

College Representatives: It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the College are acting in a representative capacity for the College and not for their own benefit, and that LIU shall not have any claim against them or any of them as individuals in any event whatsoever.

No Implied Waiver: No failure or delay by either party in enforcing any right or remedy under this Lease shall be construed as a waiver of any future or other exercise of such right or remedy.

Living Wage Law: This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Lease and to seek other remedies as set forth therein, for violations of this Law. LIU represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003: LIU represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including following prohibitions: a. Assignee shall not use County funds to assist, promote, or deter union organizing. No County funds shall be used to reimburse Assignee for any costs incurred to assist, promote, or deter union organizing. c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of meeting is to assist, promote, or deter union organizing. If Assignee services are performed on County property, Assignee must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement, and a majority authorization card agreement. If Assignee services are for the provision of human services and such services are not to be performed on County property, Assignee must, at the least, a neutrality agreement. Under the provisions of Local Law No. 26-2003, the County shall have authority, under appropriate circumstances, to terminate this Assignment and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

Gratuities: LIU represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or 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 the signer of this Lease has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

Prohibition Against Contracting with Corporations that Reincorporate Overseas: LIU represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

Child Sexual Abuse Reporting Policy: LIU agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Lease with regard to child sexual abuse reporting policy.

Non Responsible Bidder: LIU represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this

Lease, LIU certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

Use of Funds in Prosecution of Civil Actions Prohibited: Pursuant to the Suffolk County Code Section §590-3, LIU represents that it shall not use any of the moneys received under this Lease, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

Certification as to Relationships: Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code §143-6(B) specifically, the parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid Agreements with the County, 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 Lease, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Lease.

Set-Off Rights: 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 County's option to withhold, for the purposes of set-off, any moneys due to LIU under this Lease up to any amounts due and owing to the County with regard to this contract and/or any other contract with 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 County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

Suffolk County Local Laws: Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk<http://www.co.suffolk.ny.us>](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links."

Not in Default: No failure or delay by either party in enforcing any right or remedy under this Lease shall be construed as a waiver of any future or other exercise of such right or remedy.

Non-Discrimination Requirements: In accordance with Article 15 of the New York State Executive law (also known as the Human Rights Law) and all other County, State and federal administrative, statutory and constitutional nondiscrimination provisions, LIU shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation, military service, or marital status.

Nonsectarian Declaration: LIU agrees that all services performed under this Lease are secular in nature, that no funds received pursuant to this Lease 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. Further, LIU agrees that all program services are and will be available to all eligible individuals regardless of religious belief or affiliation.

Severability: It is expressly agreed that if any term or provision of this Lease, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, 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 Lease shall be valid and shall be enforced to the fullest extent permitted by law.

Governing Law: This Lease 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.

No Intended Third Party Beneficiaries: This Lease entered into solely for the benefit of the College and LIU. No third party shall be deemed a beneficiary of this Lease, and no third party shall have the right to make any claim or assert any right under this Lease.

End of text of Exhibit F