

MEMORANDUM OF UNDERSTANDING (FIRE AND EMS SERVICES)

THIS AGREEMENT, effective as of _____ between the **VILLAGE OF JOHNSON CITY**, a municipal corporation duly organized and existing under the laws of the State of New York situate in Broome County, with a mailing address of 243 Main Street, Johnson City, New York, 13790 (“Johnson City”), the **VILLAGE OF ENDICOTT**, a municipal corporation duly organized and existing under the laws of the State of New York situate in Broome County, with a mailing address of 1009 East Main Street, Endicott, NY 13760 (“Endicott”), and the **TOWN OF UNION**, a municipal corporation duly organized and existing under the laws of the State of New York situate in Broome County with a mailing address of 3111 East Main Street, Endwell, New York 13760 (“Union”), collectively referred to as “the Municipalities”,

WHEREAS, Johnson City’s Dissolution Study Committee (“the Committee”) has prepared a plan for dissolution pursuant to Village Law §19-1903 (“the Plan”) in anticipation of a public vote at the general election in November of 2009; and

WHEREAS, the residents of Johnson City will vote at the general election in November of 2009 whether to dissolve the Village of Johnson City pursuant to Article 19 of the Village Law; and

WHEREAS, Village Law §19-1904(1) provides, in part, that “(a)ll or any part of such plan may be made the subject of a contract between the village and the town prior to submission of such proposition”; and

WHEREAS, the Municipalities are desirous of entering into this Memorandum of Understanding in an effort to generally confirm that portion of the Plan relating to Fire and EMS Services in the event the Village of Johnson City dissolves; and

WHEREAS, the Municipalities are desirous of entering into this Memorandum of Understanding to demonstrate to the Johnson City residents

and property owners their general support of the portion of the Plan relating to the delivery of Fire and EMS Services, in the event Johnson City dissolves; and

WHEREAS, the Municipalities understand that should dissolution of Johnson City occur, that the plan outlined in this Memorandum of Understanding would take effect on January 1, 2011; and

WHEREAS, the Municipalities understand that should the residents of Johnson City vote in favor of dissolution in 2009, there will be a transition year (2010) in which preparations will be made to dissolve Johnson City; and

WHEREAS, the Municipalities acknowledge that Johnson City currently has a fire department; and

WHEREAS, the Municipalities acknowledge that in the event Johnson City dissolves, that there would no longer be a Johnson City government operated fire department; and

WHEREAS, the Municipalities acknowledge that in the event Johnson City dissolves, the delivery of Fire and EMS Services would be in the prerogative of Union; and

WHEREAS, the Committee has specifically addressed the future Fire and EMS services of Johnson City, in the event of dissolution, in a section of its Plan entitled "*Fire and EMS Services*"; and

WHEREAS, the Municipalities generally support this Memorandum of Understanding and intend to provide their best efforts in carrying out the plan outlined in this Memorandum of Understanding and in the Committee's Plan for the delivery of Fire and EMS services, in the event Johnson City dissolves; and

WHEREAS, the Municipalities have each duly authorized this Memorandum of Understanding upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter expressed, it is hereby agreed by and between the Municipalities as follows, in the event of dissolution of the Village of Johnson City:

1. Union shall undertake to create a new Fire Protection District to provide fire and EMS services within the current boundaries of the Village of Johnson City in accordance with Town Law Article 11.
2. Union shall then undertake to contract with Endicott to provide fire and EMS services within the Johnson City Fire Protection District.
3. The costs associated with the Johnson City Fire Protection District shall be paid by the property owners within the district boundaries.
4. Upon dissolution of Johnson City, Union and Endicott agree to formally review and document the intentions outlined in the Plan and in this Memorandum of Understanding.
5. Fire and EMS services within the Johnson City Fire Protection District will continue to be provided from Johnson City's two existing fire stations at 270 Floral Avenue and 322 Harry L. Drive.
6. It is intended that the staffing plan for the expanded Endicott fire department shall be based upon the following structure:
 - a) 3 Command Staff (Chief, Assistant Chief, and Fire Marshall)
 - b) 1 daytime Fire Inspector
 - c) Direct Fire/EMS services to be provided by 4 groups of 14. One group will be on duty at all times.

- d) Each group shall consist of 1 Captain to provide around the clock command coverage, 3 lieutenants to provide line officer supervision, and 10 firefighters
 - e) Allowing for vacation and sick time, this staffing plan will ensure that the Johnson City Fire Protection District will be manned with a minimum 4 person engine crew and 2 person medical crew for first response medical emergencies.
7. It is intended that this staffing plan will ensure that first-in response time is the same as is currently provided by Johnson City's fire department, while providing additional response coverage from the larger on-duty fire fighting force.
 8. All Johnson City owned fire related equipment and property shall become the property of Union, upon dissolution.
 9. Union will then lease all firefighting equipment and buildings with a tangible value of \$10,000 or more to Endicott at a nominal rate so that Union retains ownership.
 10. Union could also sell Johnson City owned assets used by the fire department for a nominal value to Endicott to be used by the Johnson City Fire Protection District.
 11. The current Johnson City fire chief, who is jointly employed by Johnson City and Endicott, would become the full-time chief of the new Endicott department.
 12. It is intended that the Endicott fire department would be staffed to a planned complement of 60 career staff and a full time clerk.
 13. Union shall contract with the Union Volunteer Emergency Squad (UVES) to provide Emergency Medical Services (EMS) within the Johnson City Fire Protection District.

14. Union will contract for said services with Endicott for a fixed annual fee, and would be assessed as a property tax levy to the properties within the Johnson City Fire Protection District.
15. The components of the property tax levy would include a negotiated fee that fairly allocates the proportional cost of the Endicott Fire Department's annual costs through an Intermunicipal Agreement (IMA), and legacy costs that were incurred by the former Village of Johnson City in conjunction with providing fire and EMS response services.
16. Union shall have the option to contract with another entity to provide fire protection services to Westover and Fairmont Park (entities that currently contract with Johnson City), or may decide to include them in the Johnson City Fire Protection District.
17. No third party beneficiary rights are created by this Agreement, and no such rights are allowed or created in favor of any employees, labor organizations or similarly situated persons.

18. Board Approvals

- a) Mayor Dennis Hannon has executed this Memorandum of Understanding pursuant to a resolution adopted by the Board of Trustees of the Village of Johnson City, at a meeting thereof held on _____, 2009. Dennis Hannon, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village of Johnson City. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Johnson City.

b) Mayor John Bertoni has executed this Memorandum of Understanding pursuant to a resolution adopted by the Board of Trustees of the Village of Endicott, at a meeting thereof held on _____, 2009. John Bertoni, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village of Endicott. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Endicott.

c) Supervisor John M. Bernardo has executed this Memorandum of Understanding pursuant to a resolution adopted by the Town Board of the Town of Union, at a meeting thereof held on _____, 2009. John M. Bernardo, as Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Union. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Endwell.

19. The terms of this Agreement shall expire on the first of either such events (a) the happening of dissolution of the Village of Johnson City, midnight on December 31, 2010, or (b) when superseded by a new Intermunicipal Agreement regarding similar terms.

IN WITNESS WHEREOF, the Village of Johnson City has caused its corporate seal to be affixed hereto and these presents to be signed by Dennis Hannon, its Mayor, duly authorized to do so, and to be attested to by Jennifer Kakusian, Village Clerk; the Village of Endicott has caused its corporate seal to be affixed hereto and these presents to be signed by John Bertoni, its Mayor, duly authorized to do so, and to be attested to by Anthony Bates, Village Clerk; and the Town of Union has caused its corporate seal to be affixed hereto and these presents to be signed by John M. Bernardo, Supervisor, duly authorized to do so, and to be attested to by Gail L. Springer, Town Clerk.

Attest:

Jennifer Kakusian, Village Clerk

Attest:

Anthony Bates, Village Clerk

Attest:

Gail L. Springer, Town Clerk

Village of Johnson City

By:_____

Dennis Hannon, Mayor

Village of Endicott

By:_____

John Bertoni, Mayor

Town of Union

By:_____

John M. Bernardo, Supervisor

STATE OF NEW YORK :
COUNTY OF BROOME : ss.:

On this _____2009, before me, the subscriber, personally appeared Mayor Dennis Hannon who, being by me duly sworn, deposes and says: That he is the Mayor of the Village of Johnson City, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Johnson City and that the seal affixed to said Instrument is the seal of the village; that it was so affixed by the order of the Village Board of Trustees of the village, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Jennifer Kakusian, Clerk of the Village of Johnson City, who, being by me duly sworn, deposes and says: That she is the Clerk of the village; that she knows the seal of said village and that the seal affixed to said Instrument is the seal of the village; that it was affixed by order of the Village Board of Trustees; that said Dennis Hannon is the Mayor of said village and that the signature on said Instrument is the signature of said Dennis Hannon, as Mayor.

Notary Public

My commission expires _____

STATE OF NEW YORK :
COUNTY OF BROOME : ss.:

On this _____2009, before me, the subscriber, personally appeared Mayor John Bertoni who, being by me duly sworn, deposes and says: That he is the Mayor of the Village of Endicott, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Endicott and that the seal affixed to said Instrument is the seal of the village; that it was so affixed by the order of the Village Board of Trustees of the village, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Anthony Bates, Clerk of the Village of Endicott, who, being by me duly sworn, deposes and says: That he is the Clerk of the village; that he knows the seal of said village and that the seal affixed to said Instrument is the seal of the village; that it was affixed by order of the Village Board of Trustees; that said John Bertoni is the Mayor of said village and that the signature on said Instrument is the signature of said John Bertoni, as Mayor.

Notary Public

My commission expires _____

STATE OF NEW YORK :
COUNTY OF BROOME : ss.:

On this _____2009, before me, the subscriber, personally appeared Supervisor John M. Bernardo who, being by me duly sworn, deposes and says: That he is the Supervisor of the Town of Union, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town of Union and that the seal affixed to said Instrument is the seal of the Town; that it was so affixed by the order of the Town Council of the town, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Gail L. Springer, Clerk of the Town of Union, who, being by me duly sworn, deposes and says: That she is the Clerk of the town; that she knows the seal of said town and that the seal affixed to said Instrument is the seal of the town; that it was affixed by order of the Town Council; that said John M. Bernardo is the Supervisor of said Town and that the signature on said Instrument is the signature of said John M. Bernardo, as Supervisor.

Notary Public

My commission expires _____