

MEMORANDUM OF UNDERSTANDING (POLICE PROTECTION)

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 ("Village"), 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 ("Town"), and the **COUNTY OF BROOME**, a municipal corporation duly organized and existing under the laws of the State of New York and having offices at the Edwin L. Crawford County Office Building, Government Plaza, Binghamton, New York 13901 (hereinafter "County"), and the **BROOME COUNTY SHERIFF, David E. Harder**, 155 Lt. VanWinkle Drive, Binghamton, New York 13905, collectively referred to as "the Parties",

WHEREAS, the Village'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 Committee also prepared an Addendum to the Plan dated 8/31/09; and

WHEREAS, the Village Board of Trustees passed Resolution No. 167 "*Resolution Adopting a Plan of Dissolution and Proposition for Dissolution of the Village of Johnson City*", which adopted the Committee's Plan and Addendum dated 8/31/09, but with the addition of four patrol officers, for a total of no less than 22 patrol officers; and

WHEREAS, the residents of the Village will vote at the general election in November of 2009 whether to dissolve the Village 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 Parties are desirous of entering into this Memorandum of Understanding in an effort to confirm that portion of the Plan relating to the delivery of police protection services in the event the Village dissolves; and

WHEREAS, the Parties are desirous of entering into this Memorandum of Understanding to demonstrate to the Village residents and property owners their support of the portion of the Plan relating to the delivery of police protection services, which provides an appropriate level of police protection and presence within the Village boundaries, in the event the Village dissolves; and

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

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

WHEREAS, the Parties acknowledge that the Village currently has a Village Police Department; and

WHEREAS, the Parties acknowledge that in the event the Village dissolves, that there would no longer be a Village Police Department; and

WHEREAS, the Parties acknowledge that in the event the Village dissolves, the delivery of police protection services would be the responsibility of the Broome County Sheriff (“Sheriff”); and

WHEREAS, the Parties acknowledge that, in the event of dissolution, the Sheriff would need to dedicate additional resources in order to provide a level of service and presence comparable to that currently provided by the Village Police Department; and

WHEREAS, the Committee has specifically addressed the future police protection needs of the Village in the event of dissolution in a section of its plan entitled “*Police Services—Provision of Services upon Dissolution*”; and

WHEREAS, the Parties 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 and addendums for the delivery of police protection services, in the event the Village dissolves; and

WHEREAS, the Village, the Town, and the County 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 parties as follows, in the event of dissolution of the Village of Johnson City:

1. **Town Obligations:**

- a) The Town will undertake to form a special improvement district, called the “Johnson City Police District.” The Town understands that this task will require special state legislation to accomplish. The Town also understands that it will be necessary to create the Johnson City Police District within the transition year (2010).

- b) The Town agrees to negotiate with the intention to enter into an Intermunicipal Services Agreement with the County to effectuate the intentions and agreements set forth in this Memorandum of Understanding.

2. **County and Sheriff Obligations :**

- a) The Sheriff will administer the Plan.
- b) The County and the Sheriff will dedicate at least 22 uniformed and 3 non-uniformed (25) officers to the boundaries of the former Village to maintain police protection and presence.
- c) The County and the Sheriff agree to negotiate and enter into an Intermunicipal Services Agreement with the Town to effectuate the intentions and agreements set forth in this Memorandum of Understanding.

3. **Understanding of all the Parties, in the event the Village Dissolves:**

- a) **Agreement to Contract for Services:** After the Town establishes the Johnson City Police District, the Town shall contract with the Sheriff for police patrol service and presence within the former Village.
- b) **Commitment of Patrol Officers:** The Sheriff shall dedicate at least twenty-five (25) officers to provide service within the Johnson City Police District, to maintain police protection and presence. This number is based upon the Sheriff's representation that he can provide appropriate levels of police protection with the staff of 22 uniformed deputy sheriffs and 3 non-uniformed deputy sheriff detectives (for investigations). This staffing is sufficient to provide patrol officers on duty 24 hours a day, 7 days a week, with additional officers on duty on the Friday, Saturday, and Sunday evening and night shifts.
- c) **Ancillary Services:** The Sheriff shall allocate among the appropriate staff of the Sheriff's Department the responsibility to provide ancillary services, including supervisory services, detective services and specialty services that may be necessary to the Johnson City Police District.
- d) **Civilian Positions:** The Parties understand that there are civilian positions that would be necessary to support the Sheriff in its police protection and presence. The Town will establish and fill civilian positions to assist with the additional clerical/records management of the Johnson City Police District and maintenance. The Sheriff will supervise crossing guards, which are Town employees. The Town will be responsible for

bingo inspections, checking parking meters, and repair functions/positions.

- e) **Opportunity to Apply**: Officers and civilians currently employed by the Village shall have an opportunity to apply to the County Sheriff's department or Town (in the case of the relevant civilian positions) during the transition year. All parties agree that preference will be given to current Village employees in accordance with all applicable laws and regulations. All employees hired by the Sheriff and/or the Town shall be subject to any relevant collective bargaining agreements between those respective new employers and their employees.

 - f) **Village Assets and Equipment**: In the event of dissolution, the Town will acquire the Village's Assets and Equipment, including all Village police department assets, equipment, and the joint Police/Court building, and its contents. In the event of a vote for dissolution, during the transition year, the Town (with the aid of the Village and the Sheriff) will inventory all Village police department assets and determine which assets should be sold as surplus or otherwise discarded, and which assets could be utilized by the Sheriff. The Sheriff will be specifically responsible for determining which police vehicles can be utilized and the Town will sell the remainder as surplus. The Sheriff agrees that all Sheriff vehicles in the Johnson City Police District shall be specially marked to identify their primary assignment to the Johnson City Police District. All parties agree that any proceeds from the sale of the assets will be applied to outstanding debt on the Village Police/Court building. Assets retained by the Town will be sold to the Sheriff for a nominal fee, to be used specifically for providing police services to the Johnson City Police District under the future Inter-municipal Services Agreement.

 - g) **Village Police/Court Building**: The Parties agree that the Sheriff shall create a substation in the current Village Police/Court Building, and will run Johnson City Police District operations from that substation. The Town agrees to lease the portion of the building to be used by the Sheriff for a nominal fee.

 - h) **Costs**: All associated building costs (heat, light, maintenance, etc.) as well as other operational costs (equipment, uniforms, vehicles, fuel, communications devices, etc.) for running the Johnson City Police District shall be budgeted by the Sheriff with the budget approved by the Town Board on behalf of the special improvement district, with all approved costs and any offsetting revenues to be assigned as a special improvement district cost.
4. **Property Tax Levy to the Properties within the Johnson City Police District**: The Town shall contract with the County for said services outlined above. Any

cost, expense, or fee shall be assessed as a property tax levy to the properties within the Johnson City Police District. Any fees shall be offset by any revenue received by the Sheriff for services provided to the Johnson City Police District.

5. **Third Party Beneficiaries:**

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.

6. **Term:**

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.

7. **Board Approval.**

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. 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.

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. 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.

This Memorandum of Understanding shall be approved and executed by the Broome County Executive and the Broome County Sheriff; however, all parties hereto understand that any final Inter-municipal Agreement would need approval by the Broome County Legislature. Barbara J. Fiala, as County Executive, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the County. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the County Clerk, Binghamton.

[INTENTIONALLY LEFT BLANK]

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; 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 and the County of Broome has caused its corporate seal to be affixed hereto and these presents to be signed by Barbara J. Fiala, County Executive, duly authorized to do so, and to be attested to by Richard R. Blythe, County Clerk; the Broome County Sheriff has caused these presents to be signed by David E. Harder, Broome County Sheriff.

Attest:

Jennifer Kakusian, Village Clerk

Village of Johnson City

By: _____
Dennis Hannon, Mayor

Attest:

Gail L. Springer, Town Clerk

Town of Union

By: _____
John M. Bernardo, Supervisor

Attest:

Richard R. Blythe, County Clerk

County of Broome

By: _____
Barbara J. Fiala

Broome County Sheriff

By: _____
David E. Harder

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 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 _____

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

On this _____ 2009, before me, the subscriber, personally appeared County Executive Barbara J. Fiala who, being by me duly sworn, deposes and says: That she is the County Executive of Broome County, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that she knows the seal of said Broome County and that the seal affixed to said Instrument is the seal of the County; that it was so affixed by the order of the Legislature of the county, and that she signed his name thereto by like order;

And on the same day before me personally came and appeared Richard R. Blythe, Clerk of the County of Broome, who, being by me duly sworn, deposes and says: That he is the Clerk of the county; that he knows the seal of said County and that the seal affixed to said Instrument is the seal of the County; that it was affixed by order of the Broome County Legislature; that said Barbara J. Fiala is the Executive of said County and that the signature on said Instrument is the signature of said Barbara J. Fiala, as County Executive.

Notary Public
My commission expires _____

STATE OF NEW YORK)
COUNTY OF BROOME) SS.:

On the _____ day of October in the year of 2009 before me, the undersigned a notary public in and for said state, personally appeared Broome County Sheriff, David E. Harder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires _____