

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE
AND THE CITY OF ONEIDA

In response to allegations regarding the City of Oneida Police Department (OPD) that could constitute violations of the federal criminal civil rights laws, the Department of Justice, pursuant to its responsibilities to enforce 18 U.S.C. §§241 and 242, commenced an investigation. These allegations included assertions that residents of the Oneida Territory (hereinafter referred to as the Territory) were not provided with police services on the same basis as other non-Territory residents of the City of Oneida.

The City of Oneida and officials of the OPD have denied any intention willfully to deny residents of the Territory with police services equal to those services provided to non-Territory residents. They have acknowledged, however, the existence of a "prior notice agreement" between the OPD and certain residents of the Territory, wherein it was agreed that the OPD would respond to calls from the Territory to investigate criminal activity if invited to do so by designated Territory residents. Such a policy did not apply to other parts of the City.

The City of Oneida and the OPD have fully cooperated in this investigation. During the course of this investigation Oneida City officials and Oneida City Police Chief John McClellan have expressed a commitment to the principle that the City of Oneida and the OPD shall provide police services to residents of the Territory on the same or equal basis as such services are provided to other residents of the City pursuant to the law. In this regard, the "prior notice agreement" has been repudiated and an OPD policy implemented whereby, in the event of a complaint from the Territory involving the threat of bodily injury or the threat of property damage, the OPD will immediately respond to the scene of the complaint on the Territory and perform all necessary police functions to avoid further injury or damage.

Additionally, it is understood by this memorandum of understanding that in the event of a serious offense, not involving the immediate threat of bodily harm or property damage, such as completed burglary offenses, the OPD will respond to the Territory and perform crime scene and follow-up investigations on the same or equal basis as such investigations are performed in other parts of the City. These steps taken by the City of Oneida and the OPD indicate a commitment to the goal, shared by the Department of Justice, that all residents of the City, residing on or off the Territory, receive equal protection of the law.

Accordingly, the Department of Justice has agreed to terminate its criminal investigation, and the City of Oneida and the OPD have agreed to the following:

1. The City of Oneida and the OPD shall provide police services, including follow-up crime scene investigations, to residents of the Territory on the same or equal basis as such services are provided to other residents of the City pursuant to law.

2. In order to promote a spirit of understanding among all persons affected by this Memorandum, community sensitivity and awareness training shall be provided to all officers and supervisors of the OPD, and civil rights sensitivity shall be included in annual performance evaluations. The City of Oneida and the OPD shall cooperate fully with the Community Relations Service of the United States Department of Justice in the implementation of this provision.

3. The OPD shall maintain all tape recordings and reports of requests for police assistance emanating from the Territory, as well as copies of all reports relating to police responses and investigations resulting therefrom. In addition, records relating to what, if any, prosecutorial action was taken in the reported incident shall be maintained.

4. The OPD shall provide the Civil Rights Division of the Department of Justice with the materials described in the preceding paragraph at 6 month intervals.

5. The terms of this memorandum of understanding shall last two years from the date of its execution.

Memorandum of understanding entered into this 8 day of February, 1989.

Army Carinci
Army Carinci
Mayor
City of Oneida

Linus Walton
Linus Walton
City Attorney
City of Oneida

Ralph E. Keller
Ralph E. Keller
Commissioner of Public Safety
City of Oneida

John C. McClellan
John C. McClellan
Chief of Police
City of Oneida

James P. Turner
James P. Turner
Acting Assistant Attorney
General
Civil Rights Division

Mark B. Harmon
Mark B. Harmon
Attorney, Criminal Section
Department of Justice
Civil Rights Division
Washington, D.C. 20530

1 IN THE UNITED STATES DISTRICT COURT FOR THE
2 NORTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,
4 Plaintiff,

5 v.

6 THE CITY OF ONEIDA, NEW YORK,
a municipal corporation;
7 HERBERT D. BREWER, as Mayor
of Oneida, New York; RICHARD
8 MYERS, as Public Safety
Commissioner; JOHN F. MYERS,
as Chief of the Fire Department;
9 JOHN McCLELLAN, as Chief of the
Police Department; THE COMMON
10 COUNCIL OF ONEIDA, NEW YORK and
its members Army Carinci, Keith
11 Johnson, William Matthews,
Marjorie O'Brien, John Branigan
and Perty Tooker; in their
12 official capacities,

13 Defendants.

CIVIL ACTION NO. 77-cv-97

STIPULATION

14 The United States, as Plaintiff herein, has filed a
15 Complaint in the above entitled action pursuant to Section
16 122(g) of the State Local Fiscal Assistance Act of 1972, as
17 amended, 31 U.S.C. §1221 et seq. The Complaint alleges that
18 the City of Oneida, New York has violated the non-discrimi-
19 nation provisions of said Act in that it has failed and
20 refuses to provide the same fire and police services to the
21 residents of the 32 acre site on West Road in the City of
22 Oneida, designated by said occupants as the Oneida Indian
23 Territory, that are provided to residents of the City as a
whole.

24 The Defendants have in their Answer and do herein
25 steadfastly deny that the failure to provide fire and police
26 services was based upon race or any of the other provisions
of the said State and Local Fiscal Assistance Act.

27 In an effort to resolve this matter without the
28 necessity of a hearing on the merits, the Plaintiff and
29 Defendants hereby stipulate and agree to adopt the following
30 course of conduct:

1 1. The Defendant City of Oneida shall provide all
2 services, including police and fire services, to residents of
3 the Oneida Indian Territory on the same or equal basis as
4 such services are provided to other residents of the City
5 pursuant to law.

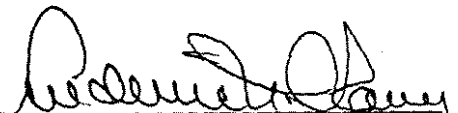
6 2. The Defendant City of Oneida, shall continue to
7 maintain written records which set out the name, address,
8 date and time of each incoming contact concerning police or
9 fire services to the area designated the Oneida Indian
10 Territory. The records shall reflect the nature of the
11 injury and the details concerning disposition, including
12 whether and what services were provided or the reason for
13 denial. Representatives of the United States Department of
14 Justice shall be permitted to inspect and copy pertinent
15 records of the City of Oneida upon reasonable request,
16 provided, however, that they shall endeavor to minimize any
17 inconvenience to the City from the inspection of such records.


18 3. The Defendant City of Oneida, through its officials
19 and departments, shall continue to coordinate and cooperate
20 with representatives of the Community Relations Service,
21 Department of Justice in their efforts to act as liaison
22 between the City and the residents of the area designated as
23 the Oneida Indian Territory towards lessening any tension or
24 conflict which may arise as a result of the resumption of
25 fire and police services.
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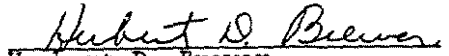
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4. The Community Relations Service of the United States Department of Justice shall continue to make its services available to the City of Oneida, New York and its residents.

Dated this 29th day of September, 1977.


Frederic Rann
Attorney for Defendants


Margo M. McKay
Attorney
Department of Justice


Herbert D. Brewer
Mayor
Defendant


Richard Myers
Public Safety Commissioner
Defendant