

*Received
From Bill Taylor
Feb. 9, 1989*

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.

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