

## **EMERGENCY RESPONSE PLAN**

# **Memorandums of Understanding** **(MOU)**

## **SECTION 16**

Updated: 08/2007  
02/2008  
03/2009

**MEMORANDUM OF UNDERSTANDING BETWEEN:**  
**STATE UNIVERSITY OF NEW YORK AT ONEONTA**  
**AND**  
**OTSEGO COUNTY SHERIFF'S DEPARTMENT**

This Memorandum of Understanding, entered into by and between the Otsego County Sheriff's Department and the University Police Department, sets out of the respective duties and obligations with regarding to the coordination of law enforcement efforts between the University and the county pursuant to Chapter 424 of the Laws of 1998, State of New York.

The parties to this Memorandum of Understanding hereby agree as follows:

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the University and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The University Police Department will notify the Otsego County Sheriff's Department of any incident or situation on any property owned, leased, or under control of the State University that may affect the safety of the residents of the county.
3. The Otsego County Sheriff's Department will notify the University Police Department of any incident or situation on any property within the jurisdiction of the county that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.
4. When the Otsego County Sheriff's Department executes a warrant on any property owned, leased, or under control of the University, the Otsego County Sheriff's Department will contact the University Police Department and request a University Police Officer to accompany the Sheriff. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant. In the event of continuous close pursuit beginning in the jurisdiction of the county, the Otsego County Sheriff's Department communications unit will notify the University Police Department as soon as possible and the University Police Department will assist as necessary.
5. When the University Police Department executes a warrant within the county, excluding any property owned, leased, or under control of the University, the University Police Department will contact the Otsego County Sheriff's Department and request a Sheriff accompany the

University Police Department officer. In the event of continuous pursuit, beginning in the jurisdiction of the University Police, the University Police Department communications unit will notify the Otsego County Sheriff's Department as soon as possible and the University Police Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the county to the Otsego County Sheriff's Department communication center. In like manner, the Otsego County Sheriff's Department will transfer requests for police services originating on any property, owned, leased, or under the control of the University to the University Police Department communications center.

**“Exceptions to this clause will be that the Otsego County Sheriff's Department will have primary response jurisdiction to the Biological Field Station located near Cooperstown. However, the Sheriff's Department will make notification to the University Police of any response to these locations. The purpose is to comply with Federal legislation.”**

7. For emergency situations including requests for backup within the jurisdiction of the county, the Otsego County Sheriff's supervisor or officer-in-charge will request the assistance of the University Police personnel. The University Police supervisory or officer-in-charge must grant permission to the responding patrol unit(s) before such assistance is rendered. In like manner, for emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Otsego County Sheriff's supervisor.
8. For major non-emergency events affecting both communities, the agency heads or designees from the Otsego County Sheriff and University Police Departments will meet in a timely manner to review various operations issues including traffic planning and scheduling for additional personnel.
9. The agency heads of the Otsego County Sheriff and University Police Departments may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the above provisions.
10. Either party may terminate this agreement by notification in writing to the other party.

For compliance with Campus Safety Act/Suzanne's Law the following operational guidelines and procedures are for agreement at state-operated campus:

## **1. Background**

Chapter 22 of the Laws of 1999 of the State of New York establishes certain requirements for investigation of violent felonies and reporting of missing students on colleges campuses in New York State; and

Chapter 22 further requires colleges to enter into written agreements with appropriate local law enforcement agencies in order to provide for the prompt investigation of such crimes and reports; and

Pursuant to Chapter 424 of the Laws of 1998, commonly known as the University Police Bill, State-operated campuses and local police departments have entered into Memoranda of Understanding ("MOU") under which they have agreed on the manner in which they will cooperate in carrying out official police activities on the campuses and in the surrounding communities; and

Provisions may be added to such MOUs specifically addressed to investigating and responding to violent felony offenses and reports of missing students.

## **2. Definitions**

- a. "Missing Student", means any student of the College subject to the provisions of Section 355(17) of the New York State Education Law, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
- b. "Violent Felony Offense" means a violent felony offense as defined in Section 70.02(1) of the Penal Law of the State of New York.

## **3. Response and Investigation**

- a. **Missing Student.** When a report of a missing student is received by the College or the Sheriff's Department, the receiving department will conduct a preliminary investigation in order to verify the complaint and to determine the circumstances which exist relating to the reported missing student. If the student's absence is verified, the incident will be reported and shared between departments. Both departments will continue

the investigation to locate the missing student. If, after further investigation, the missing student is not located, both departments will determine the most efficient manner of continuing the investigation. In any event, information relating to any report of a missing student shall be shared by both parties no later than twelve (12) hours from the time of the initial report. If the missing student is located or returns to the College at any time after the matter has been reported, each party shall notify the other immediately.

- b. **Violent Felony Offenses.** When any report of an on-campus violent felony offense is received by the College or when a report of a violent offense involving a college student is received by the Sheriff's Department, the recipient shall notify the other police department as soon as possible. The police departments will carry out appropriate investigative procedures will determine the most efficient manner of continuing the investigation and shall provide mutual assistance when requested.

**IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING** has been executed on this \_\_\_\_\_ the day of \_\_\_\_\_, \_\_\_\_\_.

**State University of New York  
College at Oneonta**

Nancy Kleniewski  
President

Nancy Kleniewski  
Signature

Barton R. Ingersoll  
Police Chief

Barton R. Ingersoll  
Signature

**Otsego County  
Sheriff's Department**

Richard Devlin, Jr.  
Sheriff

Richard J. Devlin Jr.  
Signature

ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING BETWEEN:  
STATE UNIVERSITY OF NEW YORK AT ONEONTA  
AND  
OTSEGO COUNTY SHERIFF'S DEPARTMENT

The Otsego County Sheriff and the University Police Departments will give permission to each other to use their frequencies when necessary.

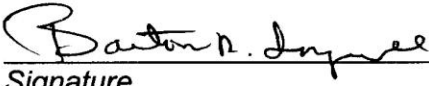
IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this 1<sup>st</sup> the day of NOVEMBER, 2007.

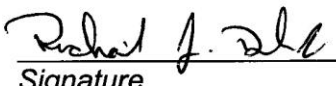
**State University of New York  
College at Oneonta**

**Otsego County  
Sheriff's Department**

Barton R. Ingersoll  
Police Chief

Richard Devlin, Jr.  
Sheriff

  
Signature

  
Signature

MEMORANDUM OF UNDERSTANDING BETWEEN:  
STATE UNIVERSITY OF NEW YORK AT ONEONTA  
AND  
TOWN OF ONEONTA

This Memorandum of Understanding, entered into by and between the Town of Oneonta and the University Police Department, sets out the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and the town pursuant to Chapter 424 of the laws of 1998, State of New York.

The parties to this Memorandum of Understanding hereby agree as follows:

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the University and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The University Police Department will notify the Town of Oneonta of any incident or situation on any property owned, leased, or under control of the State University that may affect the safety of the residents of the town.
3. The Town of Oneonta will notify the University Police Department of any incident or situation on any property within the jurisdiction of the town that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.
4. When the Town of Oneonta executes a warrant on any property owned, leased, or under control of the University, the Town of Oneonta will contact the University Police Department and request a University Police Officer to accompany the Town of Oneonta. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant. In the event of continuous close pursuit beginning in the jurisdiction of the town, the Town of Oneonta communications unit will notify the University Police Department as soon as possible and the University Police Department will assist as necessary.
5. When the University Police Department executes a warrant within the town, excluding any property owned, leased, or under control of the University, the University Police Department will contact the Town of Oneonta and request an officer accompany the University Police Department officer. In the event of continuous pursuit, beginning in the jurisdiction of the University Police, the University Police Department communications unit will notify the Town of Oneonta as soon as possible

and the University Police Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the town to the Town of Oneonta communication center. In like manner, the Town of Oneonta will transfer requests for police services originating on any property, owned, leased, or under the control of the University to the University Police Department communications center.
7. For emergency situations including requests for backup within the jurisdiction of the town, the Town of Oneonta supervisor or officer-in-charge will request the assistance of the University Police personnel. The University Police supervisory or officer-in-charge must grant permission to the responding patrol unit (s) before such assistance is rendered. In like manner, for emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Town of Oneonta's supervisor.
8. For major non-emergency events affecting both communities, the agency heads or designees from the Town of Oneonta and University Police Departments will meet in a timely manner to review various operations issues including traffic planning and scheduling for additional personnel.
9. The agency heads of the Town of Oneonta and University Police Departments may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the above provisions.
10. Either party may terminate this agreement by notification in writing to the other party.

For compliance with Campus Safety Act/Suzanne's Law the following operational guidelines and procedures are for agreement at state-operated campus:

1. **Background**

Chapter 22 of the Laws of 1999 of the State of New York establishes certain requirements for investigation of violent felonies and reporting of missing students on colleges campuses in New York State; and

Chapter 22 further requires colleges to enter into written agreements with appropriate local law enforcement agencies in order to provide for the prompt investigation of such crimes and reports; and

Pursuant to Chapter 424 of the Laws of 1998, commonly known as the University Police Bill, State-operated campuses and local police



departments have entered into Memorandum of Understanding ("MOU") under which they have agreed on the manner in which they will cooperate in carrying out official police activities on the campuses and in the surrounding communities; and

Provisions may be added to such MOUs specially addressed to investigating and responding to violent felony offenses and reports of missing students.

## **2. Definitions**

- a. "Missing Student", means any student of the College subject to the provisions of Section 355(17) of the New York State Education Law, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
- b. "Violent Felony Offense" means a violent felony offense as defined in Section 70.02(1) of the Penal Law of the State of New York.

## **Response and Investigation**

- a. **Missing Student.** When a report of a missing student is received by the College or the municipal police department, the receiving department will conduct a preliminary investigation in order to verify the complaint and to determine the circumstances which exist relating to the reported missing student. If the student's absence is verified, the incident will be reported and shared between departments. Both departments will continue the investigation to locate the missing student. If, after further investigation, the missing student is not located, both department will determine the most efficient manner of continuing the investigation. In any event, information relating to any report of a missing student shall be shared by both parties no later than twelve (12) hours from the time of the initial report. If the missing student is located or returns to the College at any time after the matter has been reported, each party shall notify the other immediately.

**Violent Felony Offenses.** When any report of an on-campus violent felony offense is received by the College or when a report of a violent offense involving a college student is received by the municipal police department, the recipient shall notify the other police department as soon as possible. The police departments will carry out appropriate investigative procedures, will determine the most efficient manner of continuing the investigation and shall provide mutual assistance when requested.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has  
been executed on this 15 the day of August, 2008.

**State University  
at Oneonta**

**Town of Oneonta**

Nancy Kleniewski  
President

Nancy Kleniewski  
Signature

Robert Wood  
Town Supervisor

Robert Wood  
Signature



Barton R. Ingersoll  
Police Chief

Barton R. Ingersoll  
Signature

**City of Oneonta  
Fire Department**

# Memo

APR 14 2008

**To:** Dr. Barton Ingersol, University Police   
**From:** Fire Chief Robert S. Barnes   
**CC:**  
**Date:** 4/10/2008  
**Re:** MOU for campus operations

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As requested I have presented the MOU document to my Common Council for approval. After review, the City Attorney is of the opinion we do not need to have this agreement acted upon at the City level and subsequently has advised the Common Council of the same. Consequently, no action is being taken regarding this request.

Feel free to contact Attorney Merzig to discuss this matter further. I have tried to explain why these documents are important to the response organizations to no avail.

MEMORANDUM OF UNDERSTANDING BETWEEN:  
STATE UNIVERSITY OF NEW YORK AT ONEONTA  
AND  
ONEONTA CITY POLICE DEPARTMENT

This Memorandum of Understanding, entered into by and between the Oneonta City Police Department and the University Police Department, sets out of the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and the city pursuant to Chapter 424 of the Laws of 1998, State of New York.

The parties to this Memorandum of Understanding hereby agree as follows:

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the University and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The University Police Department will notify the Oneonta City Police Department of any incident or situation on any property owned, leased, or under control of the State University that may affect the safety of the residents of the city.
3. The Oneonta City Police Department will notify the University Police Department of any incident or situation on any property within the jurisdiction of the city that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.
4. When the Oneonta City Police Department executes a warrant on any property owned, leased, or under control of the University, the Oneonta City Police Department will contact the University Police Department and request a University Police Officer to accompany the Oneonta City Police. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant. In the event of continuous close pursuit beginning in the jurisdiction of the city, the Oneonta City Police Department communications unit will notify the University Police Department as soon as possible and the University Police Department will assist as necessary.
5. When the University Police Department executes a warrant within the city, excluding any property owned, leased, or under control of the University, the University Police Department will contact the Oneonta City Police Department and request a Oneonta Police officer

accompany the University Police Department officer. In the event of continuous pursuit, beginning in the jurisdiction of the University Police, the University Police Department communications unit will notify the Oneonta City Police Department as soon as possible and the University Police Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the city to the Oneonta City Police Department communication center. In like manner, the Oneonta City Police Department will transfer requests for police services originating on any property, owned, leased, or under the control of the University to the University Police Department communications center.

**“Exceptions to this clause will be that the Oneonta City Police will have primary response jurisdiction to 166 East Street. However, the Oneonta City Police Department will make notification to the University Police of any response to these locations. The purpose is to comply with Federal legislation.”**

7. For emergency situations including requests for backup within the jurisdiction of the city, the Oneonta City Police’s supervisor or officer-in-charge will request the assistance of the University Police personnel. The University Police supervisory or officer-in-charge must grant permission to the responding patrol unit(s) before such assistance is rendered. In like manner, for emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Oneonta City Police’s supervisor.
8. For major non-emergency events affecting both communities, the agency heads or designees from the Oneonta City Police and University Police Departments will meet in a timely manner to review various operations issues including traffic planning and scheduling for additional personnel.
9. The agency heads of the Oneonta City Police and University Police Departments may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the above provisions.
10. The Oneonta City Police and the University Police Departments will give permission to each other to use their frequencies when necessary.

11. Either party may terminate this agreement by notification in writing to the other party.

For compliance with Campus Safety Act/Suzanne's Law the following operational guidelines and procedures are for agreement at state-operated campus:

## 1. Background

Chapter 22 of the Laws of 1999 of the State of New York establishes certain requirements for investigation of violent felonies and reporting of missing students on colleges campuses in New York State; and

Chapter 22 further requires colleges to enter into written agreements with appropriate local law enforcement agencies in order to provide for the prompt investigation of such crimes and reports; and

Pursuant to Chapter 424 of the Laws of 1998, commonly known as the University Police Bill, State-operated campuses and local police departments have entered into Memoranda of Understanding ("MOU") under which they have agreed on the manner in which they will cooperate in carrying out official police activities on the campuses and in the surrounding communities; and

Provisions may be added to such MOUs specifically addressed to investigating and responding to violent felony offenses and reports of missing students.

## 2. Definitions

- a. "Missing Student", means any student of the College subject to the provisions of Section 355(17) of the New York State Education Law, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
- b. "Violent Felony Offense" means a violent felony offense as defined in Section 70.02(1) of the Penal Law of the State of New York.

## 3. Response and Investigation

- a. **Missing Student.** When a report of a missing student is received by the College or the municipal police department, the receiving department will conduct a preliminary investigation in order to verify the complaint and to determine the circumstances

which exist relating to the reported missing student. If the student's absence is verified, the incident will be reported and shared between departments. Both departments will continue the investigation to locate the missing student. If, after further investigation, the missing student is not located, both departments will determine the most efficient manner of continuing the investigation. In any event, information relating to any report of a missing student shall be shared by both parties no later than twelve (12) hours from the time of the initial report. If the missing student is located or returns to the College at any time after the matter has been reported, each party shall notify the other immediately.

- b. **Violent Felony Offenses.** When any report of an on-campus violent felony offense is received by the College or when a report of a violent offense involving a college student is received by the municipal police department, the recipient shall notify the other police department as soon as possible. The police departments will carry out appropriate investigative procedures will determine the most efficient manner of continuing the investigation and shall provide mutual assistance when requested.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this 19 the day of Aug, 2008.

**State University of New York  
College at Oneonta**

**Oneonta City Police**

Nancy Kleniewski  
President

John S. Nader  
Mayor

Nancy Kleniewski  
Signature

John S. Nader  
Signature

Barton R. Ingersoll  
Police Chief

Joseph Redmond  
Police Chief

Barton R. Ingersoll  
Signature

Joseph Redmond  
Signature

**MEMORANDUM OF UNDERSTANDING BETWEEN:**  
**STATE UNIVERSITY OF NEW YORK AT ONEONTA**  
**AND**  
**HARTWICK COLLEGE SAFETY DEPARTMENT**

This Memorandum of Understanding, entered into by and between the Hartwick College Safety Department and the University Police Department, sets out of the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and Hartwick College pursuant to Chapter 424 of the Laws of 1998, State of New York.

The parties to this Memorandum of Understanding hereby agree as follows:

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the University and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The University Police Department will notify the Hartwick College Safety Department of any incident or situation on any property owned, leased, or under control of the State University that may affect the safety of the residents of Hartwick College.
3. The Hartwick College Safety Department will notify the University Police Department of any incident or situation on any property within the jurisdiction of Hartwick College that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.
4. When the Hartwick College Safety Department executes a warrant on any property owned, leased, or under control of the University, the Hartwick College Safety Department will contact the University Police Department and request a University Police Officer to accompany the Hartwick College Safety. Efforts will be taken to refrain from interrupting a class to affect an arrest or execute a search warrant. In the event of continuous close pursuit beginning in the jurisdiction of the county, the Hartwick College Safety Department communications unit will notify the University Police Department as soon as possible and the University Police Department will assist as necessary.
5. When the University Police Department executes a warrant within Hartwick College, excluding any property owned, leased, or under control of the University, the University Police Department will contact the Hartwick College Safety Department and request a Hartwick



College Safety officer accompany the University Police officer. In the event of continuous pursuit, beginning in the jurisdiction of the University Police, the University Police Department communications unit will notify the Hartwick College Safety Department as soon as possible and the University Police Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the county to the Hartwick College Safety Department communication center. In like manner, the Hartwick College Safety Department will transfer requests for police services originating on any property, owned, leased, or under the control of the University to the University Police Department communications center.
7. For emergency situations including requests for backup within the jurisdiction of Hartwick College, the Hartwick College Safety's supervisor or officer-in-charge will request the assistance of the University Police personnel. The University Police supervisory or officer-in-charge must grant permission to the responding patrol unit(s) before such assistance is rendered. In like manner, for emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Hartwick College Safety's supervisor.
8. For major non-emergency events affecting both communities, the agency heads or designees from the Hartwick College Safety and University Police Departments will meet in a timely manner to review various operations issues including traffic planning and scheduling for additional personnel.
9. The agency heads of the Hartwick College Safety and University Police Departments may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the above provisions.
10. The Hartwick College Safety and the University Police Departments will give permission to each other to use their frequencies when necessary.
11. Either party may terminate this agreement by notification in writing to the other party.

For compliance with Campus Safety Act/Suzanne's Law the following operational guidelines and procedures are for agreement at state-operated campus:

## **1. Background**

Chapter 22 of the Laws of 1999 of the State of New York establishes certain requirements for investigation of violent felonies and reporting of missing students on colleges campuses in New York State; and

Chapter 22 further requires colleges to enter into written agreements with appropriate local law enforcement agencies in order to provide for the prompt investigation of such crimes and reports; and

Pursuant to Chapter 424 of the Laws of 1998, commonly known as the University Police Bill, State-operated campuses and local police departments have entered into Memoranda of Understanding ("MOU") under which they have agreed on the manner in which they will cooperate in carrying out official police activities on the campuses and in the surrounding communities; and

Provisions may be added to such MOUs specifically addressed to investigating and responding to violent felony offenses and reports of missing students.

## **2. Definitions**

- a. "Missing Student", means any student of the College subject to the provisions of Section 355(17) of the New York State Education Law, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
- b. "Violent Felony Offense" means a violent felony offense as defined in Section 70.02(1) of the Penal Law of the State of New York.

## **3. Response and Investigation**

- a. **Missing Student.** When a report of a missing student is received by the College or Hartwick College, the receiving department will conduct a preliminary investigation in order to verify the complaint and to determine the circumstances which exist relating to the reported missing student. If the student's absence is verified, the incident will be reported and shared between departments. Both departments will continue the

investigation to locate the missing student. If, after further investigation, the missing student is not located, both departments will determine the most efficient manner of continuing the investigation. In any event, information relating to any report of a missing student shall be shared by both parties no later than twelve (12) hours from the time of the initial report. If the missing student is located or returns to the College at any time after the matter has been reported, each party shall notify the other immediately.

- b. **Violent Felony Offenses.** When any report of an on-campus violent felony offense is received by the College or when a report of a violent offense involving a college student is received by a law enforcement agency, the recipient shall notify the other agency as soon as possible. The police departments will carry out appropriate investigative procedures will determine the most efficient manner of continuing the investigation and shall provide mutual assistance when requested.

**IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING** has been executed on this Wednesday the day of July 23, 2008.

**State University of New York  
College at Oneonta**

Nancy Kleniewski  
President

Nancy Kleniewski  
Signature

Barton R. Ingersoll  
Police Chief

Barton R. Ingersoll  
Signature

**Hartwick College  
Safety Department**

Thomas Kelly  
Director of Safety

Thomas Kelly  
Signature

**MEMORANDUM OF UNDERSTANDING BETWEEN:**  
**STATE UNIVERSITY OF NEW YORK AT ONEONTA**  
**AND**  
**VILLAGE OF COOPERSTOWN**  
**POLICE DEPARTMENT**

This Memorandum of Understanding, entered into by and between the Village of Cooperstown Police Department and the University Police Department, sets out of the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and the city pursuant to Chapter 424 of the Laws of 1998, State of New York.

The parties to this Memorandum of Understanding hereby agree as follows:

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the University and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.
2. The University Police Department will notify the Village of Cooperstown Police Department of any incident or situation on any property owned, leased, or under control of the State University that may affect the safety of the residents of the village.
3. The Village of Cooperstown Police Department will notify the University Police Department of any incident or situation on any property within the jurisdiction of the village that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.
4. When the Village of Cooperstown Police Department executes a warrant on any property owned, leased, or under control of the University, the Village of Cooperstown Police Department will contact the University Police Department and request a University Police Officer to accompany the Village of Cooperstown Police. Efforts will be taken to refrain from interrupting a class to affect an arrest or execute a search warrant. In the event of continuous close pursuit beginning in the jurisdiction of the county, the Village of Cooperstown Police Department communications unit will notify the University Police Department as soon as possible and the University Police Department will assist as necessary.
5. When the University Police Department executes a warrant within the village, excluding any property owned, leased, or under control of the

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University, the University Police Department will contact the Village of Cooperstown Police Department and request a Village of Cooperstown Police officer accompany the University Police Department officer. In the event of continuous pursuit, beginning in the jurisdiction of the University Police, the University Police Department communications unit will notify the Village of Cooperstown Police Department as soon as possible and the University Police Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the county to the Village of Cooperstown Police Department communication center. In like manner, the Village of Cooperstown Police Department will transfer requests for police services originating on any property, owned, leased, or under the control of the University to the University Police Department communications center.
7. For emergency situations including requests for backup within the jurisdiction of the village, the Village of Cooperstown Police's supervisor or officer-in-charge will request the assistance of the University Police personnel. The University Police supervisory or officer-in-charge must grant permission to the responding patrol unit(s) before such assistance is rendered. In like manner, for emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Village of Cooperstown Police's supervisor.
8. For major non-emergency events affecting both communities, the agency heads or designees from the Village of Cooperstown Police and University Police Departments will meet in a timely manner to review various operations issues including traffic planning and scheduling for additional personnel.
9. The agency heads of the Village of Cooperstown Police and University Police Departments may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are not inconsistent with the above provisions.
10. The Village of Cooperstown Police and the University Police Departments will give permission to each other to use their frequencies when necessary.
11. Either party may terminate this agreement by notification in writing to the other party.

For compliance with Campus Safety Act/Suzanne's Law the following operational guidelines and procedures are for agreement at state-operated campus:

### **1. Background**

Chapter 22 of the Laws of 1999 of the State of New York establishes certain requirements for investigation of violent felonies and reporting of missing students on colleges campuses in New York State; and

Chapter 22 further requires colleges to enter into written agreements with appropriate local law enforcement agencies in order to provide for the prompt investigation of such crimes and reports; and

Pursuant to Chapter 424 of the Laws of 1998, commonly known as the University Police Bill, State-operated campuses and local police departments have entered into Memoranda of Understanding ("MOU") under which they have agreed on the manner in which they will cooperate in carrying out official police activities on the campuses and in the surrounding communities; and

Provisions may be added to such MOUs specifically addressed to investigating and responding to violent felony offenses and reports of missing students.

### **2. Definitions**

- a. "Missing Student", means any student of the College subject to the provisions of Section 355(17) of the New York State Education Law, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
- b. "Violent Felony Offense" means a violent felony offense as defined in Section 70.02(1) of the Penal Law of the State of New York.

### **3. Response and Investigation**

- a. **Missing Student.** When a report of a missing student is received by the College or the municipal police department, the receiving department will conduct a preliminary investigation in order to verify the complaint and to determine the circumstances which exist relating to the reported missing student. If the student's absence is verified, the incident will be reported and shared between departments. Both departments will continue

the investigation to locate the missing student. If, after further investigation, the missing student is not located, both departments will determine the most efficient manner of continuing the investigation. In any event, information relating to any report of a missing student shall be shared by both parties no later than twelve (12) hours from the time of the initial report. If the missing student is located or returns to the College at any time after the matter has been reported, each party shall notify the other immediately.

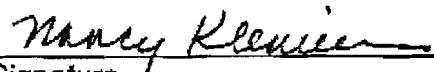
- b. **Violent Felony Offenses.** When any report of an on-campus violent felony offense is received by the College or when a report of a violent offense involving a college student is received by the municipal police department, the recipient shall notify the other police department as soon as possible. The police departments will carry out appropriate investigative procedures will determine the most efficient manner of continuing the investigation and shall provide mutual assistance when requested.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this \_\_\_\_\_ the day of \_\_\_\_\_

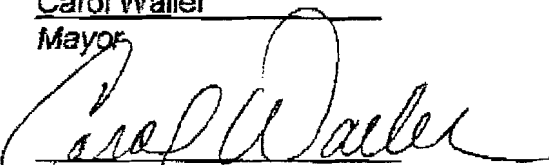
State University of New York  
College at Oneonta

Village of Cooperstown

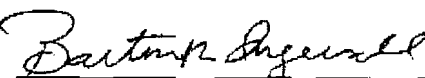
Nancy Kleniewski  
President

  
Signature

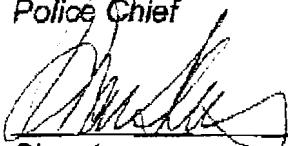
Carol Waller  
Mayor

  
Signature

Barton R. Ingersoll  
Police Chief

  
Signature

Diana Nichols  
Police Chief

  
Signature



Facilities and Safety  
B217 Milne Library  
State University of New York  
Oneonta, New York 13820-4015  
(607) 436-3224 Fax: (607) 436-2568

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December 11, 2006

Nancy Osborn, Principal  
Oneonta High School  
130 East St.  
Oneonta, NY 13820

Dear Ms. Osborn:

This is to confirm that SUNY Oneonta may continue to be listed as an emergency site contact for Oneonta High School. If you have any questions, please feel free to contact me at (607) 436-3224.

Sincerely yours,

Tom Rathbone  
Associate Vice President – Facilities

TR:skc

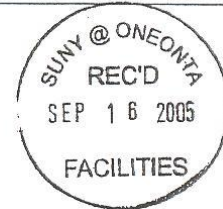




JUN 21 2007

**Community Relations Office**

Contact: Carol Blazina  
SUNY College at Oneonta  
Oneonta, New York 13820  
(607) 436-2748 (-0389 fax)



September 16, 2005

Mr. Scott Rabeler, Principal  
Oneonta High School  
130 East Street  
Oneonta, NY 13820

Mr. Kevin Johnson, Principal  
Oneonta Middle School  
130 East Street  
Oneonta, NY 13820

Dear Mr. Rabeler and Mr. Johnson:

In response to your letter of September 9, 2005, this is to certify to on-campus conditions and occupancy, that SUNY College at Oneonta will continue to accommodate your emergency site requirements. If you have any questions, please feel free to contact me at (607) 436-2748.


Sincerely,

Carol A. Blazina  
VP for Community Relations

CAB:rt  
cc: Dr. Alan Donovan  
Mr. Thomas Rathbone

Office of Facilities and Safety  
B217 Milne Library  
State University of New York  
Oneonta, New York 13820

# Memo

**From:** Tom Rathbone, Associate Vice President - Facilities   
**To:** Carol Blazina  
**Date:** September 14, 2005  
**Re:** Oneonta Middle School

Enclosed please find a request from the Oneonta Middle School to confirm our willingness to serve as their "emergency site". Also enclosed is a sample of the letter I wrote last year. Since this is an "outside agency", it is my understanding that these types of letters are to be issued under your signature. If you would like this to go out under my signature, please let me know and I will send the letter.

TR:skc  
Encls.



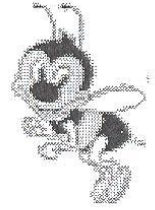
# Oneonta Middle School

130 East St.  
Oneonta, NY 13820

607-433-8262

607-433-8203 Fax

## Success for All!



September 9, 2005

Mr. Thomas Rathbone  
Director, Facilities Planning  
State University College  
B217C Milne Library  
Oneonta NY 13820

Dear Mr. Rathbone:

The Safety Committee of the Oneonta City School District is requesting that all building principals write to their emergency site contact person to request a confirming letter stating that we may continue to use the facility for the school year 2005-2006.

Please send said letter to:

Scott Rabeler, Principal  
Oneonta High School  
130 East Street  
Oneonta NY 13820

We appreciate your partnership in this endeavor and look forward to hearing from you.

Sincerely yours,

Scott Rabeler, Principal  
Oneonta High School

Kevin C. Johnson, Principal  
Oneonta Middle School

cak

cc: Mr. Thomas Austin, Safety Committee



Facilities and Safety  
B217 Milne Library  
State University of New York  
Oneonta, New York 13820-4016  
(607) 436-3224 Fax: (607) 436-2568

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October 20, 2004

Scott Raebler, Principal  
Oneonta High School  
130 East St.  
Oneonta, NY 13820

Kevin Johnson, Principal  
Oneonta Middle School  
130 East St.  
Oneonta, NY 13820

Dear Mr. Rabeler and Mr. Johnson:

In response to your letter of October 19, this is to certify, subject to on-campus conditions and occupancy, that SUNY Oneonta will continue to accommodate your emergency site requirements. If you have any questions, please feel free to contact me at (607) 436-3224.

Sincerely,

Tom Rathbone  
Associate Vice President - Facilities

TR:skc  
cc: Leif Hartmark



**Community Relations Office**

Contact: Carol Blazina  
SUNY College at Oneonta  
Oneonta, New York 13820-4015  
(607) 436-2748 Fax: (607) 436-3089



*File*

Derek J. Mizerak, Rh.D,  
Director of Adult Day Programs  
The Arc Otsego  
63 Lower River Street  
Oneonta, NY 13820

Dear Dr. Mizerak,

In response to your request for an emergency site for your Day Programs, barring other emergencies or exigencies which might preclude utilization of campus facilities, the College is willing to discuss a possible designated site. In as much as the campus has several buildings which have a variety of uses during the year, the designation of a single building is not possible. Availability may be more limited when school is in session.

If you have any further questions, please feel free to contact me at (607) 436-2748.

Sincerely,

Carol Blazina  
Vice President of Community Relations

c: Tom Rathbone  
Associate Vice President for Facilities and Safety





AFFILIATED WITH THE ALBANY MEDICAL CENTER

## MUTUAL AID AGREEMENT

This agreement, entered into this 10<sup>th</sup> day of March, 2009, is by and between **A. O. Fox Memorial Hospital** located at 1 Norton Avenue, Oneonta, New York 13820 and **State University of New York College at Oneonta**, located at 108 Ravine Parkway, Oneonta, New York, 13820.

In order to ensure the health and safety of our community during a medical, chemical, biological, nuclear, radiological or explosive (CBRN) event, or other emergency situations which might occur, a coordinated mutual assistant plan is required.


This agreement establishes an interagency agreement between the HOSPITAL and the COLLEGE to support the safety and healthcare needs of Oneonta and the surrounding community during an emergency situation. Mutual aid will be rendered at the discretion of either agency based on incident specific needs and available resources at the time of the emergency.

This agreement shall remain in effect until terminated in writing by either party. This agreement shall be reviewed and reaffirmed every 2 years.

**State University of New York, College  
at Oneonta**

  
Dr. Nancy Kleniewski, President

**A.O. Fox Memorial Hospital**

  
John Remillard, President