

Legal Counsel Approval 

RL14-142

Introductory No. R14-71

Permanent No. R14-70



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: October 22, 2014

Sponsored by Council Members: Motsavage, Matzo, Webb, Berg, Rennia, Mihalko, Papastrat

Introduced by Committee: Municipal and Public Affairs

RESOLUTION

entitled

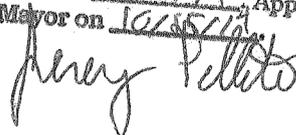
A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
BINGHAMTON UNIVERSITY TO PROVIDE
POLICE SERVICES

WHEREAS, the City of Binghamton wishes to enter into an agreement with Binghamton University for a Police University Liaison Officer, whereby the City agrees to provide Binghamton University with one (1) police officer designated by the Chief of Police, and that Binghamton University will pay the City for providing such police officer in accordance with the attached agreement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized and directed to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with Binghamton University for a Police University Liaison Officer, as attached hereto.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 10/22/14, Approved by the
Mayor on 10/25/14



Introductory No. R14-71

Permanent No. R14-70

Sponsored by City Council Members:
Motsavage, Matzo, Webb, Berg, Rennia, Mihalko,
Papastrat

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH BINGHAMTON
UNIVERSITY TO PROVIDE POLICE SERVICES

The within Resolution was adopted by the Council of
the City of Binghamton.

Date October 22, 2017

City Clerk Johnny Pelletier

Date Presented to Mayor October 23, 2017

Date Approved 10/25/17
Mayor Richard D. Davis

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Rennia				✓
Webb				✓
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	5	0	0	2

Code of the City of Binghamton

Adopted Defeated

5 Ayes 0 Nays 0 Abstain 2 Absent

**AGREEMENT BETWEEN
BINGHAMTON UNIVERSITY
AND
CITY OF BINGHAMTON, NEW YORK**

This Agreement is made between **Binghamton University**, P.O. Box 6000, Binghamton, New York 13902 (“University”), and the **City of Binghamton, New York** (“City”), City Hall, 38 Hawley Street, Binghamton, New York 13901. This Agreement, including all attachments, outlines the scope and schedule of work, compensation, termination, and other conditions for a Binghamton University Police initiative between Binghamton University and the City of Binghamton, New York.

Scope and Schedule of Work

The City will assign a University Liaison Officer (“ULO”) to be a liaison between students and the police department in an effort to help resolve situations, provide early intervention and advice for emerging problems, act proactively to assist planning events with students and to assist City residents when problems arise involving college students.

The Scope and Schedule of Work is annexed hereto and made a part hereof as Attachment 1.

Compensation

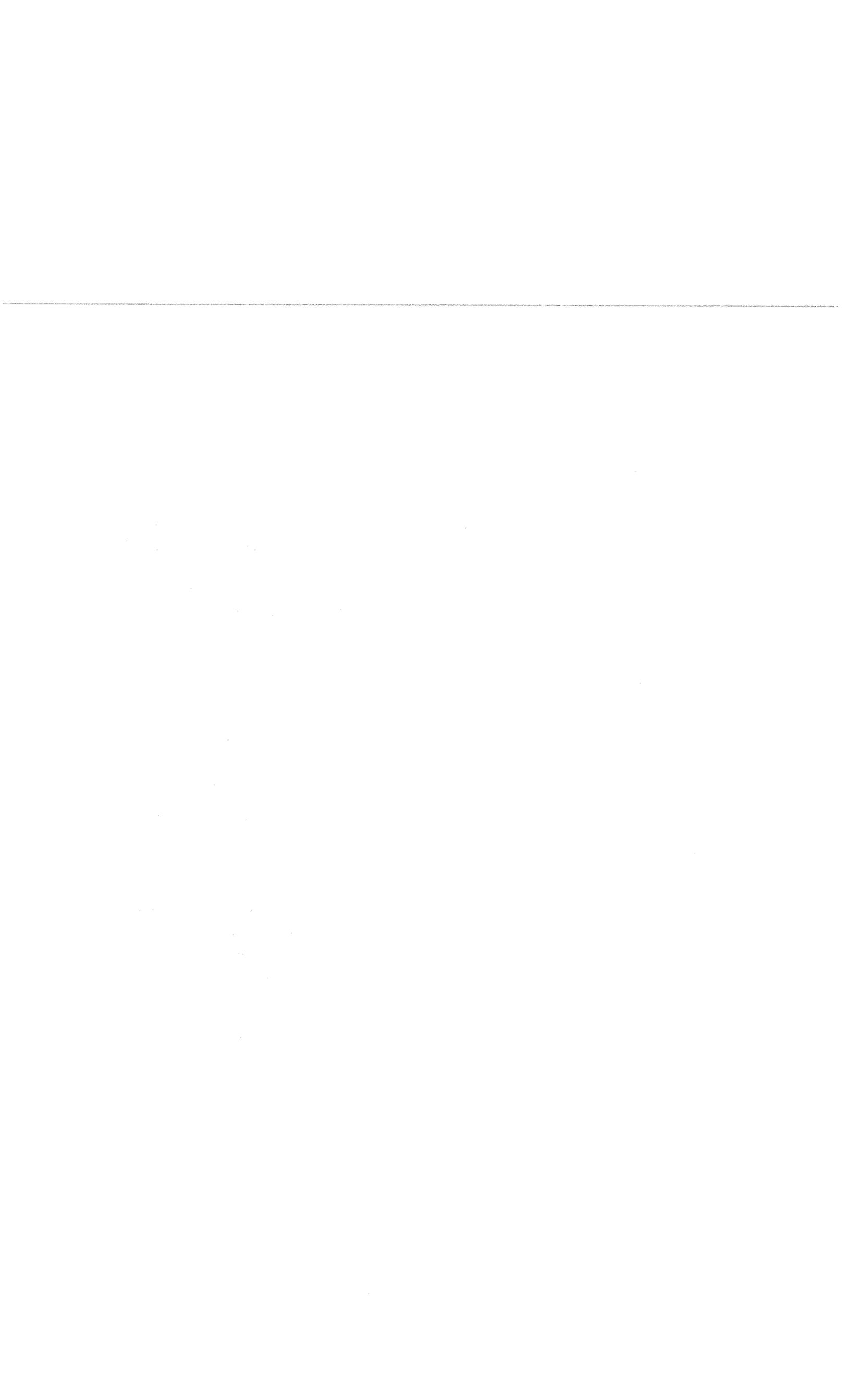
In full and complete consideration of the City’s performance under this Agreement, the University shall pay the City in accordance with the terms of this Agreement, the amount of Fifty-five thousand (\$55,000) dollars. Payment will be made to the City upon submission of invoices to the University in four (4) monthly installments of \$13,750, payable on or about January 1, February 1, March 1, and April 1, 2015. The University shall pay the City within 30 days of receipt of invoice.

Payments will be payable to the City of Binghamton, and mailed to the Comptroller, City Hall, 38 Hawley Street, Binghamton, NY 13901.

Termination

Either the University or the City may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party and such financial obligations or contractual commitments will end effective that date.

It is understood and agreed, however, in the event that either party is in default upon any of its obligations hereunder, the other party shall be entitled to either suspend this Agreement until an acceptable remedy is established, or to terminate this Agreement. Such termination shall be effective immediately upon receipt of official written notification.



If this Agreement is terminated, compensation will be prorated from the beginning of this Agreement to the date of termination.

Term

This Agreement shall take effect as of August 28, 2014, and continue through May 25, 2015.

The parties hereto have executed or approved this Agreement on the dates below their signatures.

BINGHAMTON UNIVERSITY

CITY OF BINGHAMTON

Michael F. McGoff
Senior Provost

Richard C. David
Mayor

Date

Date

ATTACHMENT 1

Scope and Schedule of Work City of Binghamton Police University Liaison Officer Job Description

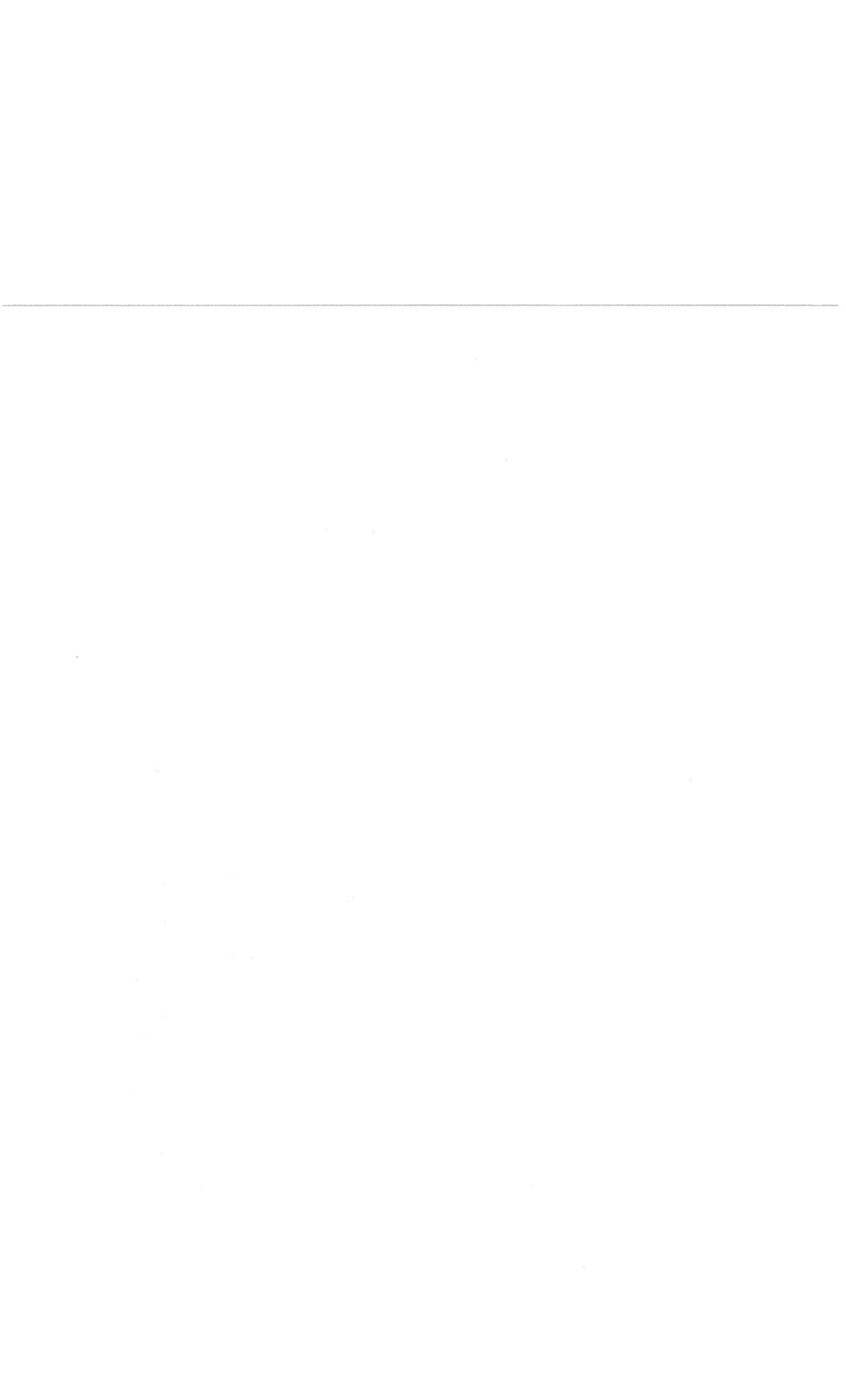
The University Liaison Officer ("ULO") is a sworn member of the Binghamton Police Department having met all qualifying requirements as established by the City of Binghamton, State of New York and Division of Criminal Justice Services. The ULO follows the established chain of command of the Binghamton Police Department with the Chief of Police being the agency head.

The ULO will be selected by the Chief of Police of the City of Binghamton in consultation with Binghamton University and the Chief of Police of the New York State University Police at Binghamton University.

Specialized Duties

In addition to duties as a sworn member of the Binghamton Police Department, the ULO will perform the following duties.

1. Perform patrol duties on designated shifts in the areas of the City with the highest concentration of off campus students. Respond to calls involving students, student complaints or resident complaints about students.
2. Act as mediator to assist resolving issues between City residents and students.
3. Provide educational programming opportunities directed at both students and City residents on the topics of personal safety, alcohol and drug education and awareness, crime prevention, community and civic responsibility, current issues, town-gown relationships and other topics as appropriate.
4. Assist students in planning off-campus events and provide advice about state and local laws and City ordinances.
5. Attend scheduled meetings with University officials, City officials and public and private organizations. Serve on committees both on and off campus that deal with student issues.
6. Prepare statistical reports as necessary.
7. Work collaboratively with University Police and other University offices to develop policing strategies and initiatives specific to off campus student living.
8. Hold walk-in office hours (at the University Downtown Center) to provide availability to students and city residents.
9. Take official police reports, answer questions, resolve complaints and disputes and provide advice and assistance as needed.



The University will provide office space, including furniture, telephone service, and a computer for the ULO at the University Downtown Center.

The ULO selected to participate in the program will have a minimum of 5 years of service experience with the Binghamton Police Department. The ULO will demonstrate an in-depth knowledge of the issues involving off campus students, neighborhood relationships and town-gown relationships. He or she must have excellent communication skills and be committed to problem solving both proactively and after a situation arises.

The shift assignments and work hours will be jointly agreed upon by the City and the University and will likely include a combination of daytime and night time hours, working weekends, patrol responsibilities and office hours. The ULO will be allowed to flex his or her schedule (with permission of the Binghamton Police Chief) in order to increase availability to both the students and City residents.

The University agrees that if the ULO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of ULO may be filled by the City with another police officer, selected in the same manner as the ULO. The City is not required to fill the ULO position for absences of five (5) working days or less.

BINGHAMTON UNIVERSITY

CITY OF BINGHAMTON

Michael F. McGoff
Senior Provost

Richard C. David
Mayor

Date

Date

