



**U.S. DEPARTMENT OF JUSTICE  
COMMUNITY RELATIONS SERVICE  
Northeast/Caribbean Regional Office  
26 Federal Plaza, Suite 36-118  
New York, NY 10278  
212-264-0700  
212-264-2143 fax**

**Mediation Agreement  
Between**

**Town of Cato NY,**

**And**

**The Cayuga-Auburn chapter of the NAACP,**

This Memorandum of Understanding is consistent with the United States Department of Justice, Community Relations Service's (CRS) congressional mandate as detailed in the Civil Rights Act of 1964 (42 U.S.C. §2000g). CRS provides assistance to communities and persons therein in resolving disputes, disagreements or difficulties related to conflicts and tensions based on race, color, and national origin. CRS also works with these parties to help communities prevent and respond more effectively to violent hate crimes committed on the basis of actual or perceived race, color, national origin, gender, gender identity, sexual orientation, religion, or disability.

This Memorandum of Understanding is entered into between the Town of Cato and the Cayuga-Auburn chapter of the NAACP. The parties met separately on February 1, 2012, and jointly on February 2, 2012 and February 7, 2012 in a cooperative effort to improve relations and communication between the parties in Cato, NY and Cayuga County, NY. The parties entered into this agreement after a town official allegedly used the n-word in a racist saying during a January 2012 public town meeting. This resulted in increased racial tensions in the town of Cato, NY and surrounding Cayuga County, NY. In a cooperative effort to deescalate these tensions and improve relations and communication between members of town government, and communities of color in the Cayuga County, NY, the U.S. Department of Justice Community Relations Service provided mediation services for the parties involved.

The proposals outlined in the following pages are meant to address specific concerns regarding racial relations after previous cultural misunderstandings. The U.S. Department of Justice, Community Relations Service provided mediation services for the parties involved. The following is the Mediation Agreement, hereinafter known as the Agreement, between the Auburn-Cayuga chapter of the NAACP and the Town of Cato, NY:

**I. Cultural Competency Training.**

The town of Cato agrees to develop a Cultural Competency Training program to be implemented by or before **June 30, 2012** for all town public officials and personnel

where public contact is required. This training will be developed with the cooperation and assistance of the Auburn-Cayuga chapter of the NAACP. This measure is intended to improve cultural awareness, sensitivity and overall customer service for all residents of the Town of Cato.

## **II. Racial Dialogues**

The Auburn-Cayuga chapter of the NAACP and officials from the town of Cato agree to participate by or before **June 30, 2012** in a series of community wide dialogue circles conducted by a mutually agreed upon facilitator with expertise in race/ethnic relations and community engagement techniques to offer a series of community dialogues for the town of Cato and the Auburn-Cayuga chapter of the NAACP.

## **III. Community Education**

The Auburn-Cayuga chapter of the NAACP and Town of Cato agree to identify a speaker and hold a public town meeting to educate the community on the history of the Underground Railroad in Cayuga County, NY and the effect of racial slurs on the community including the n-word by or before **April 30, 2012**.

## **IV. Youth**

The Auburn-Cayuga chapter of the NAACP and the Town of Cato agree to work together to design and implement by or before **June 30, 2012** a minority internship program for high school and college students interested in public affairs which will provide training and experience in the Town of Cato Highway Supervisor's office.

## **V. Public Statement**

The Town of Cato and the Auburn-Cayuga NAACP agree to hold a public press conference by or before **February 29, 2012** to denounce the use of the racial slurs in any context and to express their commitment to work together create a more racially accepting community in Cato, NY and Cayuga County, NY.

## **VI. Voluntary Agreement and Ethics Disclaimer**

This agreement is the result of voluntary mediation between the parties and is not a result of duress, coercion, or undue influence. Nothing in this agreement should be taken as an admission of wrongdoing by either party, or the terms and conditions contained herein are non-contractual and create no independent contractual obligation and/or duties upon any of the parties hereto. It being distinctly understood and agreed that no party to this Agreement shall institute or prosecute any judicial or administrative proceedings of any kind or nature to enforce any of the terms and conditions.

## **VII. Terms of Agreement**

All of the aforementioned tenets of this agreement shall be reviewed jointly by all parties after two years from the date of signing. Signatory parties of this agreement at that time may choose to amend, extend or dissolve the agreement based on evidence of good faith, mutual compliance and benefits to the citizens of Cato, New York and Cayuga County, NY resulting from this relationship.

It is also understood that the parties of this Agreement agree to work in earnest and convene themselves regularly during the annual terms specified and to uphold the tenants of the Agreement as described herein.

### **VIII. Dispute Resolution**

In the event that the parties to this agreement cannot reach agreement on issues before it, neutral dispute resolution will be sought to resolve their differences. The U.S. Department of Justice, Community Relations Service or any other dispute resolution service might be sought in this regard.

### **IX. Party and Third Party Rights**

Nothing in this Agreement is intended to create, nor shall anything in it be construed as creating, any rights in any third party entity or person that would not exist independently of this Agreement.

### **X. Consummation and Ratification**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this \_\_\_\_\_ day \_\_\_\_\_, 2012 and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization by the organizations on behalf of which they are signing:

\_\_\_\_\_  
Eli Hernandez  
Auburn Cayuga Chapter  
Of the NAACP  
President

\_\_\_\_\_  
Charles Ray  
Town of Cato, NY  
Town Supervisor

\_\_\_\_\_  
Jody Snyder  
Town of Cato, NY  
Town Clerk

\_\_\_\_\_  
Joseph Leogrande  
Auburn Cayuga Chapter of the NAACP  
Secretary

### **Witnessed By:**

\_\_\_\_\_  
**Matthew T. Lattimer,**  
**U.S. Department of Justice, Community Relations Service, Conciliation Specialist**