

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Harrietstown Housing Authority

DATE: 1-23-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 10-2023

DATE SUBMITTED: 1-19-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution authorizing the Village Manager to authorize Harrietstown Housing Authority Contract for the Provision of Supplemental Police Services

MOVED BY: Catillaz SECONDED BY: Shapiro

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>absent</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>absent</u>
TRUSTEE SHAPIRO	<u>yes</u>

Amanda Hopf

From: Darin M. Perrotte
Sent: Thursday, January 19, 2023 9:45 AM
To: Amanda Hopf
Cc: Erik Stender; Mayor Williams
Subject: Housing Authority Agreement

Good morning everyone. I would like to get the Housing Authority Police Department Contract on the agenda for Monday's meeting if possible as we would like to make the contract effective the 25th. I will get you the revised copy shortly. We are just making some final amendments. Thank you.

Darin M. Perrotte
Chief of Police
Saranac Lake Police Department
1 Main Street
Saranac Lake, NY 12983
Telephone: (518) 891-4428
Fax: (518) 891-6321

HARRIETSTOWN HOUSING AUTHORITY
CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and effective the •25th day of January 2023, by and between the Harrietstown Housing Authority, (hereinafter called the "Authority") and the Village of Saranac Lake, New York, (hereinafter called the "Village") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the Village for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS the Village, by and through its Police Department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the Village agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE VILLAGE

The Village agrees that the services rendered by the assigned Police Officer under this Contract are in addition to baseline police services. The Village agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned Police Officer shall include, but shall not be limited to:

A. The Village, by and through its Police Department, will provide a minimum of one police officer to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.

B. The Village agrees that the assigned police officer will target areas during specific periods of time identified by the Authority and agreed upon by the Village as high crime or high workload periods (directed patrol), such as morning patrol between 9am and 11am and evening patrol between 9pm and 12am in certain areas, to maintain a police patrol presence.

C. The Village agrees that the Police Department will employ a community policing concept and that the Police Departments Community Policing Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.

D. The Village agrees to collect and provide workload data for the public housing developments.

E. It is further agreed that to the extent necessary, the assigned Police Officer will appear as a witness in the Authority's administrative grievance procedures, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

F. Without limiting any of the foregoing, the Village agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate Police Department Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.

G. The Village agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The Village agrees that it will provide the assigned Police Officer with such basic equipment as may be necessary and reasonable in order to allow the Police Officer to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment desired by the Authority will be furnished at the expense of and shall remain the property of the Authority.

I. The Police Department will provide its Officers with recurring training on community relations and interpersonal communications skills.

J. The Village agrees to continue to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center and State laws and regulations.

K. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or

that official's designee to facilitate the performance of this contract in a manner of broad interpretation.

The Police Chief will serve as the Administrative Liaison Officer. The Police Chief and/or his designee will perform the following duties:

- 1) Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;
- 2) Establish and maintain an ongoing line of communication with Police Supervisors and other Police personnel;
- 3) Prepare semi-annual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director and identified community representatives; and political leadership, e.g., mayor and council members.
- 4) Initiate and monitor ongoing lines of communications with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
- 5) Coordinate security workshops and training seminars for identified residents;
- 6) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
- 7) Establish a clearly defined process for reporting non-emergency criminal activities.
- 8) Any other administrative tasks which from time to time may become reasonably necessary to affect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

L. The Village will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the Villages property while on the Authority's property-

SECTION 2: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide the Police Department staff with any specialized training required relating to the Policing of public housing. This shall include, but not be limited to, training in the following:

1)Orientation and familiarization with the public housing communities for the assigned officers; and

2)Orientation to the lease contract and lease compliance enforcement procedures and policies.

B, The Authority will provide the following in-kind accommodations, services and equipment

1)Accommodations - The Authority will provide suitable space to be used as a satellite office for additional police services.

2) Services - Each satellite office will be supplied with utilities (water, heat, electric) and routine and extraordinary maintenance by personnel of the Housing Authority.

3) Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

C. The Authority shall attempt to provide a semi-annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.

D. The Authority shall reserve the right to reasonably request the Police Department to replace any assigned Police Officers for the following reasons:

- 1 Neglect or non-performance of duties;
- 2 Disorderly conduct, use of abusive or offensive language or fighting;
- 3 Criminal action;
- 4 Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
- 5 Inadequate punctuality or attendance; or
- 6 Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned Police Officer, including documentation and witnesses to the alleged behaviors. Upon receipt of such documentation and within a minimal period of investigation, the Village Police shall take all steps reasonable and necessary to replace the assigned Police Officer as quickly as possible.

ARTICLE II

Enforcement of Rules and Regulations

A. The Village, through its police officers, is hereby empowered to enforce the following Authority rules and regulations. This list is meant to be illustrative only and in no manner represents a limitation on enforcement authority or parameters:

- 1) Authorized or unauthorized visitors in unoccupied structures of the Authority shall be removed within the laws and rights of tenants and visitors in NYS.
- 2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed within the laws and rights of tenants and visitors in NYS.
- 3) Authorized or unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the Village's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, where appropriate.

B. The Village, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:

The resident and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the Village's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established Village procedure for impounding vehicles.

C. The Village, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

E. The Village agrees to provide any police officer participating under this contract with copies of the PHA's lease and Rules and Regulations for the officer's review.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to information

The Village agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities, unless prohibited by law. It is further agreed that the Village Police Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which

document or substantiate actual or potential criminal activity in or connected with the public housing developments, this information will be provided at no cost to the PHA by the Village Police Department on a regular basis in accordance with specific procedures that have been established.

B. Reporting

1 Media Coordination

The Police Department will relay to the Executive Director or their designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

c. Evaluation

The Village and the Authority agree to regularly evaluate this program by any and all means necessary and statistics available to do so.

ARTICLE IV

Plan of Operations

A. The Village Police Department and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

- 1) Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
- 2) Staffing levels;
- 3) Responsibilities of key personnel

- 4) Organization and resources, to include personnel, equipment, in-kind support, etc.
- 5) Hours of operation to encompass schedules of major tasks and activities; and
- 6) Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate from time to time and that such reasonable amendment or modification is acceptable to the Village.

C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V

Term of Contract

The term of this Contract shall be for one year beginning January 25, 2023.

ARTICLE VI

Compensation to the Village

A. All compensation to the Village will be made on a cost reimbursement basis. The Authority will reimburse the Village for services specified in this Contract at a rate of \$7,500 annually. The Village will bill the Authority at the end of each month with a total monthly bill not to exceed \$625. The Village and Authority may agree upon different payment terms.

B. The percent of overtime authorized under this Contract for court appearances or other hearings is zero.

C. The Village shall provide the following minimum documentation in requesting reimbursement. The HHA reserves the right to request any further or additional documentation it may deem necessary to process and review reimbursement requests:

1) Copies of Certified Payroll Time Reports documenting name, employee identification, hours worked in public housing developments, and supervisory approval.

2) Copies of the Harrietstown Housing Authority assigned Police Officer's records displaying the total number of hours each day that were spent on tasks specifically associated with the Harrietstown Housing Authority.

D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days (30) days of receipt of the request for reimbursement,

F. Notwithstanding anything contained herein to the contrary, the Village Police Officer who is the subject of this Contract, will work 5 to 10 hours per week. Any hours over this amount (10 hours per week) constitute overtime. Any overtime needed or requested by the Harrietstown Housing Authority in relation to the officer assigned to the Harrietstown Housing Authority will be paid for by the Harrietstown Housing Authority. The only exception to this provision being that in any given work week, if the Officer was required or requested by the

Village to perform services that were for the benefit of the Village and not the Harrietstown Housing

Authority, then the number of such hours utilized by the Village during the work week for non Harrietstown Housing Authority purposes will be deducted from any overtime hours required to be paid to the Village by the Harrietstown Housing Authority. The Village and the Authority shall review the time spent and the cost of the Village Police Officer services to the Harrietstown Housing Authority on a regular basis and make appropriate adjustments in scheduling when necessary.

ARTICLE VII

Termination

A. The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the Village in relation to or stemming from this contract upon the provision of thirty (30) days written notice to the Village. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII

Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:

Executive Director
Harrietstown Housing Authority
14 Kiwassa Rd.
Saranac Lake, New York 12983

Village:

Village Manager
Village of Saranac Lake
39 Main St.
Saranac Lake, New York 12901

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the Village of Saranac Lake, County of Franklin, State of New York.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- a) This Contract;
- b) Any subsequent addenda or modifications agreed to in writing by both parties.

ATTEST:

Sarah Clarkin, Executive Director
Harrietstown Housing Authority

ATTEST:

Village Manager, Erik Stender
Village of Harrietstown

APPROVED AS TO FORM:

Darin M. Perrotte

Chief of Police, Darin M. Perrotte