

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

SUBJECT: Harrietstown Housing Authority

DATE: 3-24-2025

DEPT OF ORIGIN: Village Manager

BILL # 35-2025

DATE SUBMITTED: 3-19-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to authorize the Village Manager to execute agreement with Harrietstown Housing Authority for Supplemental Police Services

APPROVAL OF RESOLUTION

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

absent

HARRIETSTOWN HOUSING AUTHORITY

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract made and effective the [date], 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

The Village agrees that the services rendered by the Village 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 duties and extent of services of the Village shall include, but shall not be limited to:

A. The Village, by and through its Police Department, will assign police officers to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall always 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 assigned police officers 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 to collect and provide workload data for the public housing developments.

D. It is further agreed that to the extent necessary, assigned police officers 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.

E. 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 Chief of Police 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 are at the discretion of the Chief of Police but at least one meeting will occur annually.

F. 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.

G. The Administrative Liaison Officer 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) Prepare an annual progress report and evaluation of services requested and provided under this Contract for review by the Executive Director
- 4) Coordinate security workshops and training seminars for identified residents.
- 5) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
- 6) 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.

H. The Village will always 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.

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.

Regarding 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 residents and any visitors to the 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.

Regarding the foregoing rule or regulation, the Village's police officers are hereby authorized to have removed 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.

The Authority agrees to provide access to camera footage as needed during an investigation at the request of the Chief of Police or their designee and with approval by the Executive Director.

B. Reporting

Media Coordination

The Police Department will update 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 all means necessary and statistics available to do so.

ARTICLE IV

Term of Contract

The term of this Contract shall be for one year beginning January 1, 2025.

ARTICLE V

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 HHA reserves the right to request additional documentation it may deem necessary to process and review reimbursement requests.
- 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,

ARTICLE VI

Termination

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 VII

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., Suite 9

Saranac lake, New York 12983

ARTICLE VIII

Construction of Laws

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

ARTICLE IX

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:

Patrick Murphy, Executive Director, Harrietstown Housing Authority

Bachana Tsiklauri, Village Manager, Village of Saranac Lake