1. Agenda

   Documents:

   AGENDA 10-01-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 10012020.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
OCTOBER 1, 2020
5:00 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Steve Brodi (W4), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
****

MAYOR'S COMMENTS:
****

1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on September 24, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
****

2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending September 30, 2020 in the amount of **$_____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
****

3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for September 15 - 28, 2020
- Minutes from the Public Safety Committee meeting held on September 24, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor McFarlin

MLD - MLD Board President Councilor McFarlin

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

****

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending October 2, 2020 in the amount of $_____ are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

****

7. OTHER ITEMS:

A. THE GOVERNANCE STRATEGY AND CITY OPERATIONS COMMITTEE SELECTS ELISE TCHOUANDEM DJOMNANG TO SERVE ON THE PUBLIC SAFETY CITIZENS REVIEW PANEL EFFECTIVE OCTOBER 2, 2020.

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. THE GOVERNANCE STRATEGY AND CITY OPERATIONS COMMITTEE SELECTS CAMDEN ELLIS TO SERVE ON THE PUBLIC SAFETY CITIZENS REVIEW PANEL EFFECTIVE OCTOBER 2, 2020.

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

C. WHEREAS, the City of Plattsburgh has a rich military history and would like to recognize and honor residents who have served or who are serving in the United States Armed Services; and

WHEREAS, the City will start an ongoing Hometown Hero Banner program to honor City of Plattsburgh residents; and

WHEREAS, all costs incurred will be paid by the applicant; and

Therefore be it RESOLVED, the Hometown Hero banners shall be displayed from May to November. Banners will be displayed and stored by the City for a 2 year period and returned to the applicant at time of decommission; and be it further

RESOLVED, that Common Council does support the creation of a Hometown Hero banner program to honor City of Plattsburgh residents

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

D. RESOLVED: That the Mayor be authorized to sign a contract for Website hosting with the County of Clinton. A copy of the proposed contract is made part of the minutes of this meeting. The dates of the contract are November 1, 2020 thru October 31, 2022. At a cost not to exceed $12,000 for the term of the contract to be invoiced quarterly.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

E. RESOLVED: In accordance with the request therefore the Common Council approves 4-day military leave of absence (October 3-4, 2020 and January 9-10, 2021) for James Braid from his position as Firefighter to perform his duties as an active member of the Army Reserves.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

G. RESOLVED: That the Mayor be authorized to sign a contract with Plattsburgh Housing Authority for the provision of Supplemental Police Services by a Plattsburgh Police Officer (October 1, 2020 – August 31, 2021). The total revenue for the City is billed on a monthly basis per the contract.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST: None

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

****

10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

****

Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
MEETING ADJOURNED: _____

DISCOVER Plattsburgh

Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: September 29, 2020

RE: Fire and Ambulance Responses

For this two week period: Tuesday, September 15, ~~2019~~ 2020 to Monday, September 28, 2020 our Department has responded to the following:

Fire Calls **32**

1 flamable liquid spill with hazardous mitigation
12 EMS assist with patient care prior to transport ambulance
12 alarm activations with investigation of cause
1 MVA with patient care and hazardous mitigation
2 dispatched / cancelled en route
1 hazmat release investigation
2 arcing
1 sprinkler system activation with investigation of cause

Ambulance Calls **121**

Mutual Aid by CVPH **27**

★CITY of PLATTSBURGH★
★HOMETOWN HEROES★

Created by the City of Plattsburgh to recognize and honor residents who have served or who are serving in the United States Armed Services.

This program is non-political and non-partisan and is intended to serve as a living memorial to those service men and women from the City of Plattsburgh.

As an ongoing program, applications will be accepted at any time by those who wish to sponsor a banner. Banners shall be displayed from May to November and measure 30" x 60". Banners will be displayed and stored by the City for a 2 year period and returned to the applicant at time of decommission. After all available spaces are filled, a waitlist will be maintained on a first come first served basis.

TO PARTICIPATE

Street banners will be installed honoring City of Plattsburgh residents (past or present) who meet the requirements. A completed application and supplemental documents must be provided for review by a committee. Banners are limited to 1 per serviceperson for a fee of $225.

ELIGIBILITY REQUIREMENTS

Honoree must be:

- Military personnel
- Currently serving, honorably discharged, retired or deceased

Honoree must meet one of the following criteria:

- Be a current resident of the City of Plattsburgh
- Have previously lived in the City as a long-term resident (20 years or more)

Residency requirement can be waived if Honoree is a graduate of Plattsburgh High School or another secondary school within the City of Plattsburgh or a resident of the City of Plattsburgh at time of birth.

Each application is subject to approval by the City of Plattsburgh Hometown Heroes Committee.

BANNER LOCATIONS

Locations for displaying the banners will be determined by the Plattsburgh Hometown Heroes Committee. Available space is determined solely by the City. A map outlining where each banner is hung shall be made available to all residents on the website and at City Hall.

PHOTO OF SERVICE MEMBER

Photo must be at least 300 dpi resolution or the banner may be grainy.
No refunds once produced
Drop off OR email photo to:
marbuts@cityofplattsburgh-ny.gov

CONTACT INFORMATION

City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

(518) 563-7642
www.cityofplattsburgh-ny.gov
marbuts@cityofplattsburgh-ny.gov

Make Checks Payable To:
"City of Plattsburgh Heroes Fund"

Drop Off OR Mail Completed Form With Payment To:
City of Plattsburgh-Community Development Office
41 City Hall Place, 3rd Floor
Plattsburgh, NY 12901
Monday-Friday 8am-4pm

HOMETOWN HEROES APPLICATION

Please Print or Type

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ YOUR CONTACT INFORMATION ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

First Name	Last Name	
Mailing Address		
City	State	Zip
Landline	Cellphone	
Email		

Your Relationship to Honoree:
❑Parent ❑Child ❑Spouse ❑Sibling ❑Self ❑Grandparent ❑Cousin ❑Aunt/Uncle ❑Niece/Nephew ❑Friend

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ SERVICE MEMBER INFORMATION ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

First Name	Middle Initial or Name (if desired)
Last Name	City of **CITY OF PLATTSBURGH**

Branch of Service
❑Army ❑Navy ❑Marine Corps ❑Air Force ❑Coast Guard ❑Army National Guard ❑Air National Guard
❑Purple Heart Recipient

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ TO FULFILL BANNER ORDER ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Drop off or Mail the following documents:

- ❑ Completed Application
- ❑ Proof of Residency / Plattsburgh High School Graduate/Birth Certificate
- ❑ Proof of Honorable Discharge/ Active Service
- ❑ Check or Money Order for $225; make payable to "City of Plattsburgh Heroes Fund"

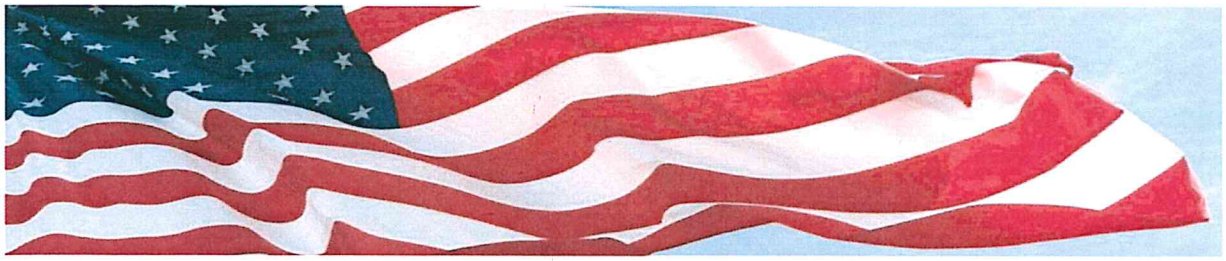
Mail to: City of Plattsburgh-Community Development Office, 41 City Hall Place, Plattsburgh, NY 12901 Attn: Shelise Marbut

Photo of Service Member Drop Off or Email to:
marbuts@cityofplattsburgh-ny.gov

★ OFFICE USE ONLY ★

Date Received	Received By
Check / Money Order #	Total Payment Received

Documents Received
❑Application ❑Proof of Residency/Graduation ❑Proof of Honorable Discharge/Active Service



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the COUNTY OF CLINTON, a municipal corporation of the State of New York, having its principal offices located at 137 Margaret Street, Plattsburgh, New York, (the "County"),

and

the CITY OF PLATTSBURGH, with an address being 41 City Hall Place, Plattsburgh, New York, (the "City").

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE 1. TERM

The services of the County shall commence on November 1, 2020, and shall terminate upon the first to occur -- the completion of services, or October 31, 2022; or unless sooner terminated pursuant to Article 11 herein.

ARTICLE 2. COMPENSATION

The City shall pay to the County, and the County agrees to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the sum of $12,000.

ARTICLE 3. SERVICES TO BE PERFORMED

The County shall timely furnish and perform the services as set forth in this Agreement and contained in Schedule C ("Scope of Services to be Provided"), which is incorporated herein and made a part of this Agreement.

ARTICLE 4. AGREEMENT DOCUMENTS

This Agreement, together with the standard provisions and outline of services that may be annexed to this agreement, which shall be deemed an integral part of this Agreement and same are incorporated herein by reference as though more fully set forth at length herein shall constitute the Agreement documents.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

In performing the services set forth in this Agreement, the County shall comply with all existing and future Federal, State and Municipal laws, ordinances and regulations, including the provisions set forth in Schedule B ("Standard Provisions") and Exhibit 1. The County further represents that it holds such license or operating certificate necessary for the fulfillment of the services required hereunder in full force and effect and will be responsible for maintaining and continuing said license or operating certificate in full force and effect throughout the term of this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

The County represents that it does not employ an officer or employee of the City in connection with this Agreement and shall adhere to the Code of Ethics of the County and with the provisions of Article 18 of the General Municipal Law of the State of New York.

ARTICLE 7. SUBLETTING AND ASSIGNING AGREEMENT

The parties agree to not assign their respective rights or interests under this agreement without express written consent by the other party.

ARTICLE 8. CHANGES IN AGREEMENT

Any change, modification or alteration to this Agreement shall be permitted only upon written mutual Agreement of the County and the City.

ARTICLE 9. OWNERSHIP OF WORK PRODUCTS

The City shall retain ownership to the cityofplattsburgh.com domain name, and all content hosted on the City of Plattsburgh website. The County shall retain ownership of any custom software or scripts written to support the website hosting services provided under this agreement.

ARTICLE 10. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.

ARTICLE 11. JURISDICTION/VENUE

In the event of any question or dispute arising between the parties as to the interpretation of any term or condition of this Agreement, or with respect to any matter of compliance or non-compliance with the terms of this Agreement, resolution shall be governed by the Laws of the State of New York and the parties agree that such question or dispute shall be determined by the Supreme Court of the County of Clinton.

ARTICLE 12. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for compensation not provided for in this Agreement shall be made unless prior approval for such compensation is evidenced by the execution of a Supplemental Agreement between the County and the City.

ARTICLE 13. CONTRACTOR REPRESENTATION

By execution of this Agreement, the County represents and warrants to the City that it has full authority to enter into this Agreement. This Agreement is a valid and enforceable obligation of the County, enforceable against the County in accordance with its terms except as such enforceability may be limited by applicable bankruptcy insolvency or similar laws in effect which affect creditor's rights generally.

ARTICLE 14. COMPLETE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties and their officers, directors or employees. Except as expressly set forth in this Agreement, none of the parties has relied upon any oral information given to it by any representatives of either party.

ARTICLE 15. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and permitted assigns of the respective parties hereto.

ARTICLE 16. INDEMNIFICATION CLAUSE

The County agrees to defend, indemnify, and save harmless the City from any and all claim(s) arising out of services performed by County under this Agreement, together with any claims arising out of negligent or tortuous acts or omissions of County's officers, employees and agents, including indemnification for any and all costs, and reasonable attorney fees that the City may incur in the defense of any such claim(s).

The City agrees to indemnify and hold harmless the County and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from the content hosted on the City of Plattsburgh website, including, but not limited to, violations of the Americans with Disability Act, HIPPA regulations, and the posting of Personal Identifiable Information.

ARTICLE 17. CORPORATE COMPLIANCE

The City hereby acknowledges its responsibility to comply with the Clinton County Corporate Compliance Plan, effective January 27, 2010, concerning Medicaid false claims and whistleblower protection under the Federal Deficit Reductions Act of 2005 to the extent it may be exposed to County Medicaid transactions. The City and all its affected employees should refer to the County's website for the County's Corporate Compliance Plan at www.clintoncountygov.com.

ARTICLE 18. NOTICE

All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to the County:
County of Clinton
137 Margaret Street, Suite 208
Plattsburgh, NY 12901

(b) If to Attorney for County:
Jacqueline M. Kelleher
One Cumberland Avenue
P.O. Box 2947
Plattsburgh, NY 12901

(c) If to the City:
City of Plattsburgh,
41 City Hall Place
Plattsburgh, New York 12901

ARTICLE 19. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been approved and the parties have executed the Agreement as follows:

Signatures:

City of Plattsburgh:

_____ _____
Date

Department Head:

_____ _____
David T. Randall, Director Date
Information Technology

County Attorney:

_____ _____
Jacqueline M. Kelleher, Esq. Date

Chairperson, Clinton County Legislature:

_____ _____
Mark R. Henry Date

DRAFT

SCHEDULE B

STANDARD PROVISIONS

I. This Agreement shall be deemed executory only to the extent of money available to the City for the performance of the terms hereof and no liability on account thereof shall be incurred by the City of Plattsburgh beyond the compensation provided for in this Agreement.

II. The County and City specifically agree, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) In hiring of employees for the performance of work under or pursuant to this Agreement for the manufacture, sale or distribution of materials, equipment or supplies, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work in which the employment relates.

(b) No contractor, subcontractor, nor any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the County by the City under this Agreement a penalty of $100 (one hundred dollars) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms and conditions of this section of the Agreement.

(d) This Agreement may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

(e) The aforesaid provisions of this section covering every agreement for or on behalf of the County or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

III. The County and City will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, and will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

County warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations.

IV. The relationship of the County to the City shall be that of independent contractor. The County, in accordance with its status as an independent contractor, covenants and agrees that it neither holds itself out as nor claims to be an officer or employee of the City by reason thereof, nor will it make any claim, demand or application to an officer or employee of the City for, including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

V. Should any claim or demand be made, or any action brought against the City in any way relating to this Agreement or the performance thereof, the County agrees to render diligently to the City without additional compensation, any and all cooperation which the City requires of the County.

VI. The County shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Agreement. Such books and records shall be kept available for examination by qualified personnel of the City and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this Agreement and for six (6) years from the date of final payment hereunder.

VII. If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the County agrees that it shall make the provisions of this article, a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the City and/or the New York State Department of Audit and Control.

VIII. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SCHEDULE C

SCOPE OF SERVICES TO BE PROVIDED

The County of Clinton (the "County") agrees to provide hosting services to the City of Plattsburgh (the "City") for the City of Plattsburgh's website, www.cityofplattsburgh.com, (the "WEBSITE") for a two year period beginning November 1, 2020, and ending October 31, 2022.

The County of Clinton agrees to:

1. Provide the computing resources required to host the WEBSITE including, but not limited to, server, storage, network, backup, and Internet resources.
2. Develop the basic structure of the WEBSITE using the same underlying infrastructure and technologies used to host the County of Clinton website (www.clintoncountygov.com).
3. Provide a best effort to migrate desired content from the existing website host.
4. Train three City of Plattsburgh employees on the administrative functions of the WEBSITE.
5. Maintain an access log for the WEBSITE. Access logs shall be provided to the City of Plattsburgh upon request.
6. Maintain daily backups of the WEBSITE.
7. Maintain and, as needed, update the underlying infrastructure and technologies used to host the WEBSITE.
8. Provide best effort in protecting the WEBSITE from cyber security threats, utilizing the same practices and technologies used to protect the County of Clinton's website.

The City of Plattsburgh agrees to:

1. Assign three City employees to be administrators of the WEBSITE.
2. Train additional City staff as needed.
3. Renew the cityofplattsburgh.com domain name as needed.
4. Continue to maintain the DNS records required for the proper operation of the WEBSITE.
5. Maintain and update the content and structure of the WEBSITE.
6. Accept responsibility for all content published on the WEBSITE.
7. Not publish any illegal or illicit content on the WEBSITE.
8. Compensate the County at a rate of $500 per month, billed quarterly.

Exhibit 1
(As Required Under Title VI of the Civil Rights Act of 1964)

Contractors, Subcontractors, Suppliers, and Manufacturers

During the performance of this contract, the County, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Plattsburgh or the NYSDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City, or the New York State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Plattsburgh and the NYS Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the contract until the contractor complies, and/or;
cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Non-Discrimination Statutes and Authorities

During the performance of this contract, the County of Clinton, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 1213 1-1 2 1 89) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DRAFT

DISCOVER
Plattsburgh

Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

September 30, 2020

Mayor Colin Read
41 City Hall Place
Plattsburgh, NY 12901

Mayor,

I respectfully request a military leave of absence for James Braid from his permanent position as firefighter so he may perform his duties as an active member of the Army Reserve Training per the attached paperwork. There are 4 days listed, two of which he is scheduled to work; October 3-4, and January 9-10, 2021.

Thank you for your time and consideration of my request.

Respectfully,

Scott Lawliss
Fire Chief

SL/kl

cc: Common Council

PLATTSBURGH HOUSING AUTHORITY
CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES

This Contract, made and effective the **1st day of October 2020**, by and between the Plattsburgh Housing Authority, (hereinafter called the "Authority") and the City of Plattsburgh, New York, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the City 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 City, 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 City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the assigned Police Officer under this Contract are in addition to baseline police services. The City 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 City, 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 City agrees that the assigned police officer will target areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6 am to 2 am in certain areas, to maintain a police patrol presence.

C. The City agrees that the Police Department will employ a community policing concept and that the Police Department's Crime Prevention 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 City 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 dispossessory 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 City 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 City 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 City 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 a minimum of sixteen (16) hours of training on community relations and interpersonal communications skills.

J. The City 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 Administrative Liaison Officer 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 Beat/Zone Commanders 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, the Police Chief,

appropriate Deputy Chiefs and Beat/Zone Commanders, 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 effect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

L. The City 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 City's property while on the Authority's property.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide training of residents, Authority on-site management staff, and the assigned Police Officer with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

1) Crime prevention and security responsibilities;

2) Community organization/mobilization against the causes of and precursors to crime;

3) Drug awareness and control;

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

5) 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, electricity) 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.

4) Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the City's cost, in the discretion of the Authority.

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 City Police shall take all steps reasonable and necessary to replace the assigned Police Officer as quickly as possible.

E. The Authority will provide the City with rules and regulations for compliance with this Contract.

F. The Authority will work with the Police Department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority, as described in the Code of Federal Regulations.

ARTICLE II
Enforcement of Rules and Regulations

A. The City, 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.

2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

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 City'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 City, 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 City'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 City procedure for impounding vehicles.

C. The City, 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 City 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 City 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 City 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 City 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 his 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 City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers

2. Response times to targeted communities by City paid officers and Authority paid officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized).

3. Comparison of crime and workload in the targeted communities.

4. Arrests (to include drug violations)

5. Vehicles Towed

6. Positive Contacts

7. Referrals

8. Trespassers Removed

9. All UCR or NIBRS Reports

10. Calls for Service

11. Weapons Seized

12. Property Stolen/Recovered

13. Community Feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV
Plan of Operations

A. The City 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 City.

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 September 1, 2020.

ARTICLE VI
Compensation to the City

A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract, and actually provided to the Authority, at a rate of **$20.00 / hour** and in a total amount not to exceed **$31,020** over a one-year period. The City will bill the Authority at the end of each month with a total monthly bill not to exceed **$2,585**.

B. The Authority shall reimburse the Police Department within thirty (30) days after receipt of performance of the proposed services and evidence of authorized expenditures and approval of such by the Executive Director or his designee.

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

D. The City shall provide the following minimum documentation in requesting reimbursement the PHA 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 Plattsburgh Housing Authority assigned Police Officer's records displaying the total number of hours each day that were spent on tasks specifically associated with the Plattsburgh Housing Authority.

E. 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 City Police Officer who is the subject of this Contract, will work 0 to 40 hours per week. Any hours over this amount (40 hours per week) constitute overtime. Any overtime needed or requested by the Plattsburgh Housing Authority in relation to the officer assigned to the Plattsburgh Housing Authority will be paid for by the Plattsburgh Housing Authority. The only exception to this provision being that in any given work week, if the Officer was required or requested by the City to perform services that were for the benefit of the City and not the Plattsburgh Housing Authority, then the number of such hours utilized by the City during the work week for non-Plattsburgh Housing Authority purposes will be deducted from any overtime hours required to be paid to the City by the Plattsburgh Housing Authority. The City and the Authority shall review the time spent and the cost of the City Police Officer services to the Plattsburgh Housing Authority on a regular basis and make appropriate adjustments in scheduling when necessary.

For purposes of this agreement, the work contracted to be performed by the City shall be prioritized by the services that allow the Authority to remain in compliance with HUD provisions and shall not exceed $2585 per calendar month, in work actually performed at the rate of pay of the City Police Officer who is the subject of this contract.

ARTICLE VII
Termination

A. The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the City in relation to or stemming from this contract upon the provision of thirty (30) days written notice to the City. 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
Plattsburgh Housing Authority
4817 South Catherine St.
Plattsburgh New York 12901

City:

Mayor
City of Plattsburgh
41 City Hall
Plattsburgh, New York 12901

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City of Plattsburgh, County of Clinton, 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:

_____
Mark Hamilton, Executive Director
Plattsburgh Housing Authority

ATTEST:

_____
Colin Read, Mayor
City of Plattsburgh

APPROVED AS TO FORM:

_____
Kathleen Rose Insley, Esq.
Plattsburgh Housing Authority Counsel

_____
Dean C. Schneller, Esq.
Corporation Counsel for the City of Plattsburgh

_____
Levi Ritter, Police Chief
Plattsburgh Police Department