

Resolution No. 13-143
AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
HOUSING AUTHORITY FOR SUPPLEMENTAL POLICE SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA that the Mayor is authorized to execute on behalf of the City the attached agreement with the Housing Authority of the City of Decatur, Alabama for supplemental police services.

ADOPTED this 17th day of June 2013

**HOUSING AUTHORITY OF THE CITY OF DECATUR, ALABAMA
CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES**

This Contract made and entered into this 1st day of March, 2013, by and between the Housing Authority of the City of Decatur, Alabama, (hereinafter called the "Authority") and the City of Decatur, Alabama, (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 the 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/sheriff's 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 Personnel (police and civilian) 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 Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide up to two (2) police officers to perform specialized patrols to enforce all state and local laws and the 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.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

- B. The City agrees to assign police officers from the Community Resource Officers Unit to targeted areas and specific problems during flexible hours identified by the Police Department, in cooperation with the Housing Authority in order to maintain a police presence without predictability.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Community Resource Officers Unit will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, 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 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 Patrol Commander or 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 Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

- I. The police department will provide its Assigned Personnel training on community relations and interpersonal communications skills.
- J. The City agrees 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 or State laws and regulations.
- K. The police department shall designate an Officer from the Community Resource Officer Unit as the DHA Liaison Officer, who will work in concert with the Director of Housing Operations and/or the Chief Operations Officer or those official's designate(s).

The 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 or in carrying out the provisions of this Contract;
- 2. Establish and maintain an ongoing line of communication with Zone Officers and other police personnel;
- 3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Director of Housing Operations and/or the Chief Operations Officer or their designate(s), the Police Chief, and/or the Appropriate Chain of Command and identified community representatives as may be requested;
- 4. Initiate and monitor ongoing lines of communication 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

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

7. Establish a clearly defined process for reporting non-emergency criminal activities.
- 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.
- M. The Assigned Personnel shall possess and maintain POST Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide the following in-kind accommodations, services and equipment:
 1. Accommodations - The Authority will provide suitable space to be used as police substations at its Sterrs Development and East Acres Development. Also, the Authority will provide suitable space to be used as the office for the DHA Liaison Officer.
 2. Services - Each substation will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Authority.
 3. Equipment - Each substation will 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 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 discretion of the Authority.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE AUTHORITY (Continued)

- B. The Authority shall provide a quarterly assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of the Contract.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel 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 will provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- D. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- E. The Authority will work with the police department to subsidize housing or rent costs for police officers to reside in a public housing development selected by the Authority.

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:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. 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, when appropriate.

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

The tenant 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.

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. 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 by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require the DHA Liaison Officer to provide informational reports on police activities on a monthly basis and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City/PHA/agencies
- d. Suspicious persons - name and description
- e. Vehicles abandoned/towed/stolen
- f. Drug paraphernalia confiscated/found
- g. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- h. Property recovered/stolen
- i. Counseling of residents and visitors
- j. Broken lights/sidewalks
- k. Graffiti
- l. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
- m. Vehicle license number of suspicious persons

ARTICLE III (Continued)

COMMUNICATIONS, REPORTING AND EVALUATION (Continued)

n. Weapons violations/seized

2. Media Coordination

The police department will communicate with the Director of Housing Operations and/or the Chief Operations Officer 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 City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. Other (tactical)
2. Comparison of crime and workload in the targeted communities for current year and previous years
3. Arrests (to include drug violations)
4. Vehicles towed
5. Positive contacts
6. Referrals
7. Trespassers removed
8. All UCR or NIBRS Reports
9. Calls for service
10. Weapons seized
11. Property stolen/recovered

ARTICLE III (Continued)

COMMUNICATIONS, REPORTING AND EVALUATION (Continued)

12. 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 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 the Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.

ARTICLE IV (Continued)

PLAN OF OPERATIONS (Continued)

- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request an amendment via written notification. The Director of Housing Operations and/or the Chief Operations Officer of the Authority and/or 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 two (2) years beginning on the date approved by both parties. The Authority may terminate this contract if the Authority determines, in accordance with HUD requirements, that available Capital Program funding is not sufficient to support Supplemental Police Services.

ARTICLE VI

Compensation to the City

- A. All salary and benefit compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed (up to) One Hundred Thousand Dollars (\$100,000) per year in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries	\$67,996.00
Training	\$ 3,000.00
Equipment	\$ 2,500.00
Additional Personnel (with prior agreement with the DHA)	\$26,504.00

- B. The Authority shall reimburse the police department upon receipt of performance of the proposed services and evidence of authorized expenditures.

ARTICLE VI (Continued)

COMPENSATION TO THE CITY (Continued)

- C. The City shall provide the following documentation in requesting reimbursement: Copies of certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
- D. All requests for reimbursement are subject to the approval of the Director of Housing Operations and/or the Chief Operations Officer, or those officials' designee and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII

Termination

- A. The Authority may terminate 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 X.
- B. The city may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article X.

ARTICLE VIII

Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE IX

Construction of Laws

This Contract is made and entered into in the City of Decatur. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Alabama in which the City of Decatur is located.

ARTICLE X

Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

 Director of Housing Operations
 Housing Authority of the City of Decatur, Alabama

ATTEST:

 Chief Operations Officer
 Housing Authority of the City of Decatur, Alabama

ATTEST:

 Mayor
 City of Decatur, Alabama

APPROVED AS TO FORM:

City Attorney

Police Chief

ADDRESSES:

Housing Authority of the City of Decatur
Director of Housing Management/Chief
Operations Officer
P.O. Box 878
Decatur, Alabama 35602

City of Decatur
Office of the Mayor
P.O. Box 488
Decatur, Alabama 35602

Plan of Operations for Police Services Associated with the Decatur Housing Authority's Security Programs

The goal of the Decatur Housing Authority (DHA) is to create a drug and crime-free environment and to provide for the safety and protection of the residents at our public housing developments. This document outlines the manner and method of performance for each of the services to be performed by either the City of Decatur Police Department and/or the Decatur Housing Authority.

The plan of operations for achieving the goals of the Decatur Housing Authority as outlined in Article IV of the Contract for the Provision of Supplemental Police Services is as follows:

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).

The goal of community policing is to reduce crime and disorder by carefully examining the characteristics of problems in neighborhoods and then applying appropriate problem-solving remedies. The basic concept of community policing is to establish a partnership between the police and the community to work together to help keep our community a safe place to live. It allows police to work with the residents, business organizations (both public and private), schools, social service agencies, citizen groups etc. to address local concerns and move toward long-term solutions to crime related problems. By having the community involved gives us more eyes and ears out there to help keep us informed of problems or concerns.

The Decatur Housing Authority believes strongly in the community policing concept and is committed to making our developments the safest communities possible for everyone to live, play, work and enjoy their lives. In partnership with the City of Decatur Police Department we have implemented a program that involves a DHA Liaison Officer that has been assigned to our developments. The DHA Liaison Officer's responsibility is to work closely with the residents to address any complaints or concerns they may have. The DHA Liaison Officer will meet with the residents to discuss home and away safety tips, identity theft, crime trends in your neighborhood, neighborhood complaints, updates on police matters and any other topics the residents wish to discuss.

The Decatur Housing Authority and the City of Decatur Police Departments plan for an effective community policing program by:

- Empowering the residents of all DHA developments to resist crime and unsafe conditions, resolve the root issues underlying social ills, and create a safe community that is well informed on public safety issues.

- Providing an adequate response to “quality of life” complaints in the community without reducing the City of Decatur Police Department’s capability to continue to respond appropriately to emergencies.
- Establishing partnerships with schools, social service agencies, citizen groups, etc., for the purpose of developing effective prevention strategies.
- Reducing the demand for future police, fire and emergency medical services by working closely with the people to address the causes of public safety concerns
- Reducing the fear of crime.
- Increasing the capacity of the City of Decatur Police Department to engage citizens and community groups in day-to-day problem- solving and prevention activities, while maintaining full response capabilities and relieving certified personnel from tasks not requiring their particular training or expertise.
- Furnishing the developments with a group of the most highly trained, professional, courteous and respectful police officers who are committed to serving and protecting the constitutional rights, lives and property of everyone who lives, works, and plays at our developments.

2. Staffing levels

The City of Decatur Police Department shall designate an Officer from the Community Resource Officer Unit as the DHA Liaison Officer. The Liaison Officer will work in concert with the Director of Housing Operations and/or the Chief Operations Officer or those official’s designate(s).

3. Responsibilities of key personnel

The City of Decatur Police Department shall designate an Officer from the Community Resource Officer Unit as the DHA Liaison Officer. The Liaison Officer will work in concert with the Director of Housing Operations and/or the Chief Operations Officer or those official’s designate(s) to:

- a. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving or in carrying out the provisions of the Contract;
- b. Establish and maintain an ongoing line of communication with Zone Officers and other police personnel;
- c. Prepare quarterly progress reports and evaluations of services requested by the DHA and provided under this contract;
- d. Initiate and monitor ongoing lines of communication with Resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;

- e. Coordinate security workshops and training seminars for Residents;
- f. Assist and advise the DHA for the planning and implementation of other grant funded security programs; and
- g. Establish a clearly defined process for reporting non-emergency criminal activities.

4. Organization and resources, to include personnel, equipment, in-kind support, etc.

- a. The City of Decatur Police Department shall designate an Officer from the Community Resource Officer Unit as the DHA Liaison Officer. The Liaison Officer will work in concert with the Director of Housing Operations and/or the Chief Operations Officer or those official's designate(s).
- b. The City agrees to assign police officers from the Community Resource Officers Unit to targeted areas and specific problems during flexible hours identified by the Police Department, in cooperation with the Housing Authority in order to maintain a police presence without predictability.
- c. The City agrees to collect and provide workload data in public housing developments.
- d. The City agrees the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, 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 resident's household, or any guest or guests of a resident or household member.
- e. 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 Patrol Commander or 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.
- f. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- g. The police department will provide its Assigned Personnel training on community relations and interpersonal communications skills.

- h. The City agrees 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 or State laws and regulations.
- i. 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.
- j. The City assures that the Assigned Personnel shall possess and maintain POST Certification.
- k. The Decatur Housing Authority will provide suitable space to be used as police substations at its Sterrs Development and East Acres Development. Also, the Authority will provide suitable space to be used as the office for the DHA Liaison Officer at the Section 8 Office.
- l. The Decatur Housing Authority will supply each substation with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Authority.
- m. The Decatur Housing Authority will supply each substation with any other additional equipment
- n. mutually agreed upon in connection with the performance of this Contract.
- o. The Decatur Housing 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 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 discretion of the Authority.
- p. The Decatur Housing Authority will provide a quarterly assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of the Contract.

5. Hours of operation, to encompass schedules of major tasks and activities.

The City agrees to assign police officers from the Community Resource Officers

Unit to targeted areas and specific problems during flexible hours identified by the Police Department, in cooperation with the Housing Authority in order to maintain a police presence without predictability.

6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

- a. The City agrees that the police department will employ a community policing concept and that the police department's Community Resource Officers Unit will assist in developing or enhancing crime prevention programs in the public housing communities.
- b. The DHA Liaison Officer will initiate and monitor ongoing lines of communication with Resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
- c. The DHA Liaison Officer will coordinate security workshops and training seminars for identified residents.