



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G4

**#2011-229 - Approving Police Service Contract with Hall County
Housing Authority (HCHA)**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 13, 2011

Subject: Police Service Contract with Hall County Housing Authority (HCHA)

Item #'s: G-4

Presenter(s): Captain Pete Kortum, Police Department

Background

The Hall County Housing Authority has contracted with the City for police services for several years. This is a request to enter into a new two year agreement.

Discussion

We are proposing a new two year agreement with the Hall County Housing Authority for the period of October 1, 2011 through September 30, 2013. There is a 30 day termination clause within the agreement.

This contract increases the two year amount of remuneration to increase from \$94,000.00 to \$100,000.00. The police department will be able to continue the service within the terms of the contract for this amount of revenue.

The police officer assigned to public housing areas is a force multiplier for our agency and has been mutually beneficial to both parties.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the agreement
2. Terminate our contract with the Hall County Housing Authority
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve a two year Interlocal Agreement for police services with the Hall County Housing Authority.

Sample Motion

Move to approve a two year contract for police services with the Hall County Housing Authority as outlined in the Interlocal Cooperative Agreement.

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF GRAND ISLAND
AND HALL COUNTY HOUSING AUTHORITY

POLICE SERVICE CONTRACT

This contract made and entered into this 1st day of October, 2011, by and between the Hall County Housing Authority (hereinafter called HCHA) and the City of Grand Island (hereinafter call "City") is for the provision of specific police services associated with the Hall County Housing Authority's security programs.

WHEREAS the HCHA 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 HCHA locations;

NOW, THEREFORE, the HCHA 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 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 duties and extent of services of the City shall include, but not be limited to:

- A. The City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and the HCHA Rules specified in the 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 to collect and provide workload data in public housing developments.
- C. The Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossessionary 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 guest or guests of a resident or household member, as required.

- D. 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 certifies that each officer has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- E. The City agrees it will provide 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.
- F. The Assigned Personnel will also provide drug/safety awareness training to residents and employees upon request.
- G. 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, their property, or the City's property.
- H. The Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide/receive instruction regarding priorities.
- I. The Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. The Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and the City. The Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. The HCHA shall provide the Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretionary tenant information (not confidential information).
- B. The HCHA will provide an orientation to the Assigned Personnel including a tour of the patrol area, basic training on security tapes/cameras, issue keys to buildings, offices, and maintenance areas, and introduce the Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to the Assigned Personnel.
- C. The HCHA will provide the City with a Public Housing Police Activity Form(s) for the Assigned Personnel to complete. These forms are not to replace police reports utilized by the City.
- D. The HCHA shall reserve the right to reasonably request the police department to reassign the Assigned Personnel.

ARTICLE II
Enforcement of Rules & Regulations

- A. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations:
1. Removal of unauthorized visitors in unoccupied structures of the HCHA.
 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. The City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:

Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.

- C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel 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 & Evaluation

- A. Communications

1. Access to Public Information

The City agrees that HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of the HCHA's communities. It is further agreed that the Grand Island Police Department will provide to the HCHA said public information 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 Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.

2. Investigative Information

The Grand Island Police Department may provide additional relevant reports or information to HCHA through its Assigned Personnel. This information may be provided when mutually beneficial to the extent provided by law.

B. Reporting

1. Forms

The Grand Island Police Department will require all Assigned Personnel to complete a log provided by the HCHA. This report will include, but not be limited to, data as follows:

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

3. Director Notification

The police department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

C. HCHA and the police chief or designee, shall meet to evaluate the program effectiveness as needed.

ARTICLE IV
Term of Contract

A. The term of this contract shall be for two (2) years beginning on October 1st, 2011.

B. This contract may be cancelled in 30 days upon receipt of written notice of cancellation by either party.

ARTICLE V
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The HCHA will reimburse the City for services specified in this Contract in a total amount of \$100,000.00 for October 1, 2011 – September 30, 2013.
- B. The HCHA shall reimburse the City on a quarterly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The City shall provide the following documentation upon request:
 - 1. Copies of Certified Payroll Time Reports documenting hours worked.
- D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee and the HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VI
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:

HCHA:	911 Baumann Drive Grand Island, NE 68803
Grand Island Police Department:	111 Public Safety Drive Grand Island, NE 68801

ARTICLE VII
Liability Coverage

Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

ARTICLE VIII
Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

EXECUTED BY:

MAYOR – CITY OF GRAND ISLAND

DATE

EXECUTIVE DIRECTOR
HALL COUNTY HOUSING AUTHORITY

DATE

RESOLUTION 2011-229

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contract be entered into for such services for a two-year period which will cover October 1, 2011 through September 30, 2013; and

WHEREAS, the Hall County Housing Authority agrees to pay \$100,000.00 to the City of Grand Island for the two year period in quarterly payments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a police services contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; and the mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 9, 2011 ☐ City Attorney