**HOUSING AUTHORITY OF THE CITY OF BRENHAM, TEXAS**

**CONTRACT FOR SUPPLEMENTAL POLICE SERVICE IN ACCORDANCE WITH THE COMPREHENSIVE GRANT PROGRAM**

 This Contract is by and between the Housing Authority of the City of Brenham (hereinafter referred to as the "Authority") and the City of Brenham, (hereinafter referred to as the "City") for the specific police services associated with the Authority's security programs.

 WHEREAS, the Authority desires to contract with the City for additional police services for the purpose of enforcing Federal and State Laws and City Ordinances and for the protection of the Housing Authority's premises.

 WHEREAS, the City, by and through its police force, desires to assist in the effort by providing police services at all of the Authority locations set out in "Exhibit A": attached hereto and incorporated by reference for any and all purposes.

 NOW THEREFORE, the Authority and the City agree to the following:

**SECTION ONE: SERVICES PROVIDED BY THE CITY**

**ARTICLE I**

**Scope of Services**

 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 manner and method of performance of services is specified in Section Two, Article IV of this Contract.

The duties and extent of services shall include, but are not limited to the following:

1. The City, by and through its Police Department, will assign police officers (hereinafter referred to as "Assigned Officers") to perform specialized patrols to enforce all Federal, State and Local laws and the Housing Authority Rules specified in this Contract. Assigned 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.
2. The City agrees that the Police Department will provide Assigned Officers to targeted areas during specific periods of time identified by the Authority.
3. 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.
4. The City agrees to collect and provide workload data to BHA in public housing developments.
5. The City agrees that all Assigned Officers performing under this Contract will perform in accordance with the provisions of this Contract, and all Federal, State and Local laws.
6. The City agrees that the Police Department shall provide all required training to Assigned Officers to qualify and remain qualified in firearm use.
7. The Housing Authority shall designate an Assigned Officer as the Administrative Liaison Officer, who will work in concert with the Safety Coordinator of the Authority. The Police Liaison Officer will perform the following duties:
8. 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;
9. Establish and maintain an ongoing line of communication with Assigned Officers;
10. Prepare monthly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Safety Coordinator, and appropriate Assigned Officers;
11. 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 resident leaders; and
12. Coordinate security workshops and training seminars for residents and Authority employees.
13. It is expressly understood that the Assigned Officers are not employees of the Housing Authority of the City of Brenham and are not entitled to any benefits provided to employees of the Housing Authority. All compensation for the contracted services shall be made in accordance with Section II, Article VI of this Contract.

**SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY**

**ARTICLE I**

**Services and Accommodations**

1. The Authority will provide the following in-kind accommodations, services and equipment:
2. Orientations - The Authority will provide orientations and will familiarize the Assigned Officers with the public housing developments. The Authority will also provide orientation of the lease contract and lease enforcement policies and procedures.
3. Accommodations - The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services. Each satellite office will be supplied with utilities (water, heat, electricity) and routine maintenance by personnel of the Housing Authority. Each satellite office is to be supplied with any other additional equipment mutually agreed upon by the parties.
4. Damage - Any damage to the unit or equipment provided by the Housing Authority for Assigned Officers, which the Authority determines to be above the normal wear for the item or accommodations, shall be repaired or replaced by the City.
5. 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 this Contract. The Authority's Safety Coordinator and the Police Liaison Officer will review the assessment and coordinate any action necessary to correct any deficiencies.
6. The Authority will provide the City with activity forms and supplements for completion by the Assigned Officers. These forms do not replace police reports utilized by the City.

**ARTICLE II**

**Enforcement of Rules and Regulations**

1. The City through its Liaison Officer, shall enforce the following Authority rules and regulations limited to violations of the Texas Penal Code:
2. Unauthorized persons in unoccupied/unleased structures of the Authority shall be removed. ie Criminal Trespass
3. Persons creating disturbances or otherwise interfering with the peaceful enjoyment of lessees, guests, invitees, or Housing Authority Staff on Authority property shall be removed. ie Criminal Disorderly Conduct
4. Unauthorized visitors, residents or guests destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken. ie Criminal Mischief

With regard to the foregoing rules and regulations, the City's police officers shall issue Criminal Trespass Warnings to any persons found in violations 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 violators, when deemed appropriate by the officer.

1. 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.
2. 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 obligations as police officers.

**ARTICLE III**

**Communications and Reporting**

1. Reporting - All Assigned Officers shall complete reports, forms and/or logs in accordance with this Contract as agreed to by the parties.
2. Media Coordination - The Liaison Officer shall relay to the Safety Coordinator information related to any and all major crime(s) or incident(s) that occur on Authority property.

**ARTICLE IV**

**Plan of Operations**

1. The City and the Authority shall perform this Contract in accordance with all Federal, State and Local Laws.
2. If during the term of the Contract either party desires to amend the scope of Contract, either party may request such an amendment via written notification. Any and all amendments shall require the mutual written consent of the Board of Commissioners of the Housing Authority and the City Council of Brenham.

**ARTICLE V**

**Term of Contract**

The term of this Contract shall be for one (1) year beginning on the date approved by both parties. The sole and exclusive remedy for violation of this contract by either party shall be the cancellation of future performance by either party upon 30 days prior notice with an opportunity to cure.

**ARTICLE VI**

**Compensation**

1. All compensation for use of the Assigned Officers for services specified in this Contract shall not exceed Sixty Thousand Dollars and no/100 Dollars ($60,000.00)
2. All compensation for the use of the Assigned Officers will be paid to the City on a monthly basis by the Housing Authority, upon receipt of performance of said services and evidence of authorized expenditures.
3. Compensation for the services provided under this Contract shall be at a rate of Twenty Dollars and no/100 ($20.00) per hour per Assigned Officer, for hours actually worked.
4. The City, through the Liaison Officer, shall provide the following documentation for payment to the Assigned Officers:
5. Copies of Payroll Time Reports documenting names, employee identifications, and hours worked in public housing developments
6. Supervisory approval of the report.

**ARTICLE VII**

**Termination**

1. The Authority may terminate this Contract at any time and for any reason by providing 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.
2. The City may terminate this Contract at any time and for any reason by providing 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 Mail to the principal place of business of each of the parties herein specified below:

AUTHORITY: Housing Authority of the City of Brenham

 Executive Director

 P.O. Box 623

 Brenham, Texas 77834-0623

CITY: City of Brenham

 Chief of Police

 P.O. Box 1059

 Brenham, Texas 77834-1059

**ARTICLE IX**

**Entire Contract**

This Contract shall consist of the following component parts:

1. This Contract
2. Any subsequent addenda agreed to and signed by both parties.
3. Policy Manual - as incorporated by reference herein.

ATTEST:

HOUSING AUTHORITY OF THE

CITY OF BRENHAM

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Robert H. Storms Date

Executive Director

CITY OF BRENHAM

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Walter Schwartz Date

Mayor

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gary Buchanan Date

Chief of Police