

**THIBODAUX HOUSING AUTHORITY
CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

This Contract made and entered into this 1st day of May 2018, by and between the Housing Authority of Thibodaux, (hereinafter called the "Authority") and the City of Thibodaux, Louisiana, (hereinafter called the "City") is for the provision of specific law enforcement services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional law enforcement services to create a drug-free and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City desires to assist in the effort by providing effective law enforcement services at all Authority locations within the City;

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 (law enforcement) under this Contract are in addition to baseline law enforcement services. The City agrees that it will not reduce its current level of law enforcement 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 will provide one (1) law enforcement officer 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 City's chain of command and under the Chief of Police's rules, regulations and standard operating procedures.
- B. The City agrees to assign law enforcement officers to specified 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) to maintain a law enforcement patrol presence.

- C. The City agrees that it will employ a community policing concept and 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 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 law enforcement personnel in accordance with this Contract, the assigned officer 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 the 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 law enforcement officers' conduct and activities; all law enforcement officers have been provided a copy of the policy manual; the City 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 law enforcement officers to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and the City may mutually agree to lease equipment or vehicles.
- I. The City and/or the Authority will provide, at a minimum, sixteen (16) hours of training on community relations and interpersonal communications skills.
- J. The City agrees to provide, at a minimal cost to the Authority, 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 City shall designate a commanding officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designee.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of law enforcement 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 Shift Commanders and other law enforcement personnel;
3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director the Police Chief and identified community representatives;
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.

The prorated costs for these services shall be borne by the Authority.

- L. The City will, at all times, provide supervision, control, and direction of work activities and assignments of law enforcement personnel, including disciplinary actions. It is expressly understood that the City 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 training of residents, Authority on-site management staff, and the Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not 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 an office targeted for additional law enforcement services;
 2. Services – The office provided 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; and
 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 the City’s employees, that 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.
- C. 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.
- D. The Authority shall reserve the right to reasonably request the City 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 shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.

- E. The Authority will provide the City with a Public Housing Law Enforcement Activity Form(s) for assigned officers to complete. These forms are not to replace law enforcement reports utilized by the City.
- F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.

ARTICLE II
Enforcement of Rules and Regulations

- A. The City, through its law enforcement 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 a disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed; and
 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 law enforcement officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules and 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 law enforcement 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 law enforcement officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to procedures established by the City for impounding vehicles.

- C. The City, through its law enforcement officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addendum attached hereto, or incorporated herein, now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing law enforcement officers to use any method or to act in any manner in violation of law or of their sworn obligation as law enforcement officers.

ARTICLE III
Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have access to all public information, in conformance with the Public Information Act, which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City 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 by the City on a regular basis in accordance with specific procedures that will be established.

B. Reporting

1. Forms

The City will require all Assigned Personnel to complete a daily log, provided by the Authority, at the conclusion of each shift 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 state, parish, PHA or other agencies
- d. Suspicious persons – name and description
- e. Vehicles: abandoned/towed/stolen
- f. Drug Paraphernalia confiscated/found
- g. Arrests/citations in public housing developments 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
- n. Weapons violations/seized

2. Media Coordination

The City will relay to the Executive Director or that official's 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 law enforcement officers for:
 - a. Foot patrol
 - b. Motorized patrol
 - c. Other (tactical)
2. Response times (emergency and non-emergency) to targeted communities;
3. Comparison of crime and workload in the targeted communities for the period of the contract;
4. Arrests (to include drug violations);
5. Vehicles towed;
6. Positive contracts;
7. Referrals;
8. Trespassers removed;
9. All UCR or LIBRS Reports;
10. Calls for Service;
11. Weapons seized;
12. Property stolen/recovered; and
13. Community feedback.

To facilitate the evaluation, it is further agreed that the City will provide comparable crime information for the parish as a whole to include what proportion of activities parish-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 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. The Authority must approve the plan in order for payment to begin.
- 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 City shall provide amendment to the plan of operations.

ARTCILE V
Term of Contract

The term of this Contract shall be for one (1) year beginning on the date approved by both parties.

ATICLE 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 in a total amount not to exceed Forty-Five Thousand Dollars in the following expense category:

<u>Expense Category</u>	<u>Amount</u>
Amount paid by Authority	\$45,000.00

See Attached Exhibit "A"

- B. The Authority shall reimburse the City on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The percent of overtime authorized under this Contact for court appearances, or other hearings, is -0-.
- D. The City shall provide the following documentation in requesting reimbursement.

ARTICLE IX
Construction of Laws

This Contract is made and entered into in Lafourche Parish, Louisiana. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Louisiana and the Parish of Lafourche.

Beryl Pitre
Executive Director, Housing Authority

Mayor, City of Thibodaux

Date

Witnessed By

Witnessed By