

**TEXARKANA HOUSING AUTHORITY AND
NEIGHBORHOOD DEVELOPMENT, INC.
CONTRACT FOR THE PROVISIONS OF
SUPPLEMENTAL POLICE SERVICES**

This Contract made and entered into this _____ day of January 2024, by and between Texarkana Housing Authority and Neighborhood Development, Inc., (hereinafter called the “Authority”) and the City of Texarkana, Arkansas (hereinafter called the “City”) is for 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

I. 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 level of police services to the public housing developments, particularly in the area 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 2 police officers to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in the Contract. Sworn officers shall always 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 assign police officers to Housing Authority. The officers' normal work hours will be between 8:00 a.m. and 7:00 p.m. Monday – Thursday. The officers will work shifts as agreed on by the Police Department and Authority. Outside of normal scheduled hours, calls for service will be managed through 911. Officers are subject to recall or temporary reassignment at the discretion of the Chief of Police. Any such changes will be discussed with the housing officials whenever possible.
- C. The City agrees to collect and provide workload data in public housing developments.
- D. 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 conduct in or near public housing developments involving any resident, member of the resident's household, or any guest or guests of a resident or household member.
- E. 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 Chief of Police will meet with resident leadership and management representatives of the Authority upon request by the Authority for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract.
- F. 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.
- G. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable for the police officers to perform the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles, or other equipment requested by the Authority will be furnished at the expense of and shall remain on the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- 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 police department Special Operations Commander will serve as the Administrative Liaison, who will work in concert with the Executive Director of the Authority or that official's designee. The administration direct line is 903-798-3130.

- J. The City will 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, including workman's compensation injuries, and damage incurred to their property, or the City's property, while on the Authority's property.
- K. The Assigned Personnel shall possess and maintain CLEST Certification.

II. 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 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. Orientation and familiarization with the public housing communities for the assigned officers; and
 - 4. 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 at each site targeted for additional police services. (High Point)
 - 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 the city employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to 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. A pattern of substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons supporting the request for replacement of the Assigned Personnel, including documentation and witnesses of the alleged behavior.

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 a 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.

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 rules or regulations:

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. City police officers will only tow illegally parked vehicles in accordance with state law.

- 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

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.

- B. Media Coordination – The police department (Housing Authority Officers/Shift Supervisor) will relay to the Executive Director, or his designee, information related to any major crime or incident that occurs on Authority Property.

Authority Contacts:

Brandy Bradley
430-200-7470

Kevin Smith
430-200-8759

C. Evaluation

The City and the Authority agree that evaluations of assigned officers’ performance will be according to Texarkana Arkansas Police Department guidelines.

ARTICLE IV

Plan of Operations

When needed, the City and the Authority shall prepare a detailed Plan of Operations for addressing increased crime on Authority Property. 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.

ARTICLE V

Term of Contract

The term of this Contract shall be for one year beginning on the date approved by both parties (January 1, 2024).

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 in a total amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries and Fringe Benefits	\$130,000.00
Administrative Liaison Officer Prorated Salary and Benefits	\$ <u>-0-</u>
Communications/Other Miscellaneous Expenses/Equipment	\$ <u>-0-</u>

- B. The Authority shall reimburse the police department 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 Contract for court appearances or other hearings is -0-.
- D. The Authority and City agree that compensation adjustments including, but not limited to the reasons below, will not exceed ten percent annually upon renewal:
 - 1. Insurance premium increases
 - 2. Officer step increases related to time in service.
 - 3. COLA increases when authorized by the City.
- 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 of the request for reimbursement.

ARTICLE VII

Termination

- A. The Authority may terminate this Contract upon 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.
- B. The City may terminate the Contract upon providing 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 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: Texarkana Housing Authority and Neighborhood Development, Inc.
 911 Ferguson Street
 Texarkana, AR 71854

City: City of Texarkana, Arkansas
 P.O. Box 2711
 Texarkana, AR 75504

ARTICLE IX

Construction of Laws

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

CITY MANAGER
CITY OF TEXARKANA, AR

EXECUTIVE DIRECTOR
TEXARKANA HOUSING AUTHORITY
AND NEIGHBORHOOD DEVELOPMENT

ATTEST:

CITY CLERK
CITY OF TEXARKANA, AR

CHIEF OF POLICE
CITY OF TEXARKANA, AR