

AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

This Agreement is made and entered into this 1st day of October 2020, by and between the **PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL (“PHA”), and the CITY OF SAINT PAUL (“City”)**, acting by and through its **DEPARTMENT OF POLICE (“Police Department”)** pursuant to Minnesota Statute Section 471.59, for the provision of police services to improve the safety, security and livability of the PHA’s public housing properties as identified below in this Agreement.

WHEREAS, since 1991 the PHA and the City have collaborated to provide the community policing program known as A Community Outreach Program (“ACOP”) to create a drug-and crime-free environment and to provide for the safety and protection of residents, employees and visitors in public housing developments; and

WHEREAS, the PHA desires to continue the ACOP program; and

WHEREAS, the City, by and through its Police Department, desires to assist in the effort by providing effective police services at PHA locations;

NOW, THEREFORE, the PHA and the City agree as follows:

Section 1. Scope of Services Provided by the City

The City agrees that the services rendered by the personnel assigned to the ACOP unit under this Agreement (licensed, sworn police officers and non-sworn civilian employees) are in addition to baseline police services, and that routine police patrol and response to 911 calls in public housing developments will continue to be the responsibility of other Police Department personnel normally assigned to such duties in their areas. The level of these and other baseline police services will not be reduced.

The duties and responsibilities of the Police Department under this Agreement shall include, but not be limited to:

- A. The City, by and through its Police Department, will assign under this Agreement the following ACOP staff: six (6) Police Officers and two (2) Community Liaison Officers. Additionally, the City, by and through its Police Department will assign three (3) Police Officers and one (1) Sergeant. Both assigned groups of officers will perform specialized patrols to enforce all state and local laws. All Police Department employees 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 assign police officers, under this Agreement, to targeted areas during specified periods of time identified by the PHA and agreed upon by the Police

Department. In the event a police officer assigned to ACOP is injured or on leave, the City agrees to temporarily replace that officer if the leave extends beyond thirty (30) days.

- C. The City agrees the Police Department will employ a community policing concept and ACOP personnel will be based at PHA locations as mutually agreed between the PHA and the Police Department, including primarily all PHA Family Developments and Hi-Rises. The City further agrees the Police Department will develop and maintain communications with residents and will assist in developing or enhancing crime prevention programs in public housing communities.

The St. Paul PHA primary locations covered by this Agreement shall be:

- The McDonough site at 1544 Timberlake Road;
- The Mt. Airy site at 200 E. Arch St., which includes the Mt. Airy Hi-Rise;
- The Valley Hi-Rise at 261 E. University Ave.;
- The Roosevelt site at 1575 Ames Ave.;
- The Dunedin site at 469 Ada St., which includes Dunedin Hi-Rise;
- Central Hi-Rise at 554 W. Central Ave.;
- Cleveland Hi-Rise at 899 S. Cleveland Ave.;
- Edgerton Hi-Rise at 1000 Edgerton St.;
- Exchange Hi-Rise at 10 W. Exchange St.;
- Front Hi-Rise at 727 Front Ave.;
- Hamline Hi-Rise at 777 N. Hamline Ave.;
- Iowa Hi-Rise at 1743 E. Iowa Ave.;
- Montreal Hi-Rise at 1085 Montreal Ave.;
- Neill Hi-Rise at 325 Laurel Ave.;
- Ravoux Hi-Rise at 280 Ravoux St.;
- Seal Hi-Rise at 825 Seal St.;
- Wabasha Hi-Rise at 545 N. Wabasha St.; and
- Wilson Hi-Rise at 1300 Wilson Ave.

- D. The City agrees to annually provide Police Department public data via the St. Paul Public Housing Crime Report, subject to federal and Minnesota state laws. This report will include, but not be limited to, crime statistics and breakdown by PHA property and the City of St. Paul. A sample of this St. Paul Public Housing Crime Report is attached to this Agreement as Attachment B. Quarterly reports of this information may be requested by the Executive Director or his designee. This Contract provides sufficient basis for the exchange between the City and the PHA of data and information described in the Contract. A request for information or data outside of the scope of this Agreement shall be in writing. See Section 4B of this Agreement.

The City agrees to provide Police Department monthly calls for service reports with specifically not public addresses redacted pursuant to the Minnesota Government Data Practice Act ("MGDPA"). Public addresses and related public data will be provided in its

entirety. A sample of the monthly calls for service report is attached to this Agreement as Attachment C. If the PHA, upon review of the monthly calls for service report wants further public data from an incident, they may make a request for additional public data regarding a specific address in accordance with federal and state laws, including the MGDPA. See Section 4B of this Agreement.

- E. It is further agreed upon reasonable and proper notice but without necessity of a subpoena, police personnel will appear as witnesses in the St. Paul PHA's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or near public housing property involving any resident, member of a resident's household, or any guest or guests of a resident or household member, or where the issue includes any criminal or quasi-criminal conduct off public housing property involving any resident or member of a resident's household. Any proceeding, preparation and testimony by police personnel is limited in nature to public data pursuant to federal and Minnesota state laws.
- F. Without limiting any of the foregoing, the City agrees, with respect to the services to be performed by any police personnel in accordance with this Agreement, the appropriate Police Department officer or Supervisor will meet with resident leadership and management representatives of the PHA on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement. These meetings shall occur at least quarterly, or as needed at the request of either party.
- G. The City and PHA agrees the Police Department personnel assigned to the ACOP unit work under this Agreement, unless they are subjected to emergency recall, as determined by the Police Department.
- H. The City agrees it will provide the ACOP staff with such basic equipment and vehicles as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement, excluding the equipment PHA shall provide found in Section 2B3 of this Agreement. Any additional equipment requested by and furnished at the expense of the PHA shall remain the property of the PHA. The PHA and City may mutually agree to lease equipment or vehicles.
- I. The Police Department will provide, at a minimum, sixteen (16) hours of training on community relations and interpersonal communications skills to new Police Department staff assigned to ACOP.
- J. The Police Department shall designate a supervising officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the PHA or that official's designee. The Administrative Liaison Officer shall be the sergeant identified in Section 1A of this Agreement or an officer of higher rank.

The Administrative Liaison Officer will perform the following duties:

Establish a clearly defined process for prompt and regular reporting public data to PHA staff regarding felony, gross misdemeanor, and misdemeanor criminal activities of PHA residents and/or criminal activity occurring on PHA property, which shall include public police and public data reports from the Police Department's Records Unit, and monthly calls for service reports as described in Section 1D, paragraph two, of this Agreement (See Attachment C) in accordance with federal and state laws-including the MGDPA in order to facilitate appropriate responses and tracking of such activities.

1. Provide supervisory assistance;
 2. Coordinate in resolving problems;
 3. Assist in carrying out the provisions of this Agreement;
 4. Establish and maintain an ongoing line of communication with Police Department commanders and other police personnel;
 5. Initiate and monitor ongoing lines of communication with PHA staff and resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
 6. Assure he or she or a designee will attend Resident Council meetings at the PHA properties with two days notice from the PHA, unless responding to a call on PHA property prevents them from doing so;
 7. Assures he or she or a designee will attend and participate in the Admission Orientation Programs for PHA Properties with two days notice from the PHA;
 8. Assist or advise and participate in the planning and implementation of other community and/or security programs within the PHA, including but not limited to National Night Out, as allowed by their law enforcement function; and
 9. Work with the PHA for the selecting of Police Department officers for the Officer In Residence program.
- K. The City through its ACOP staff agrees to assist as requested in scheduling quarterly Police Department's Community Service Trainings. Providing two training session per quarter on law enforcement topic the Police Department has available for public education at a location of the PHA's choosing. The training will be conducted by Police Department staff, in accordance with their mission and its respective timelines. The PHA will assist the Police Department in providing the training. The training might include, but not be limited to, the following:
1. Crime prevention and security responsibilities;

2. Community organization/mobilization against the causes of and precursors to crime; and
3. Drug awareness and control.

Section 2. Scope of Services Provided by the PHA

- A. The PHA will provide training, where appropriate, to ACOP personnel on public housing management issues, which shall include orientation to the lease agreement, and lease compliance enforcement procedures and policies.
- B. The PHA will provide the following accommodations, services and equipment:
 1. Accommodations – The PHA will provide suitable space to be used as office space at locations as mutually agreed upon between the PHA and the Police Department.
 2. Services – Office space provided by the PHA will be supplied with all utilities except telephone service. The PHA also shall provide all labor, equipment and materials necessary to provide routine maintenance and repair service to maintain the space in good working order, including maintenance and repair of electrical, plumbing, sanitary, heating, ventilating and other facilities, appliances, and equipment supplied by the PHA.
 3. Equipment – Office space provided by the PHA will be supplied with the equipment and supplies listed below. Requests for additional equipment must be made by the Administrative Liaison Officer in writing and mutual agreed upon by the PHA.
 - a. wires for PC and telephone connectivity
 - b. telephone handset
 - c. fax machine
 - d. printer
 - e. copier
 - f. paper and ink for printer and copier
 4. Modification/Damage – The PHA 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 PHA for City employees, which the PHA determines to be above normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the PHA. A written request must be made by the Administrative Liaison Officer for any permanent or temporary modification to the office space or PHA property. Approval must be obtained by the PHA Executive Director or his designee prior to work being done.

Modifications include but are not limited to: any type of wiring and mounting of police equipment, such as the installation of surveillance cameras.

- C. The PHA shall adopt policies and procedures requiring its staff to promptly report to the Police Department any criminal activities occurring on PHA property, to facilitate appropriate response to and tracking of such activities.
- D. The PHA reserves the right to reasonably request the Police Department to replace any ACOP personnel for the following reasons, with the knowledge that the specific assignment of ACOP personnel is at the discretion of the Police Department:
 - 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;
 - 5. Substantiated complaints from public housing residents or management.
The PHA shall provide written enumeration of the reasons for the request for the replacement of the ACOP personnel, including documentation and witnesses to the alleged behaviors.
- E. The PHA will provide the City with the applicable PHA rules and regulations as an addenda to this Agreement.

Section 3. Enforcement of Rules and Regulations

- A. The Police Department is hereby empowered to enforce the following PHA rules and regulations to the extent they involve criminal activity, as allowed by their law enforcement function:
 - 1. Authorized to remove unauthorized visitors in unoccupied structures on PHA properties to the extent it involves criminal activity.
 - 2. Authorized to remove unauthorized visitors on PHA property to the extent they are involved in criminal activity, which shall include persons violating trespass orders lawfully issued by the PHA.
 - 3. Authorized to remove and/or bring criminal enforcement actions against unauthorized visitors who are illegally destroying, defacing or removing PHA property.

4. Authorized to accompany PHA staff who are going to provide criminal trespass notice on PHA property.
 5. Authorized, on behalf of the PHA, to give criminal trespass warnings to any persons deemed to be in violation of the rules or regulations, that is, 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 who refuse to leave or who return to the property or premises in violation of criminal trespass warnings, when appropriate.
- B. The Police Department is also authorized to enforce the parking provisions of Saint Paul Legislative Code, Chapter 157 General Parking Restrictions, Public Housing Agency of the City of Saint Paul – Parking Restrictions, on PHA properties.
- C. The Police Department is hereby empowered to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City law for impounding vehicles on PHA properties.
- 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 their sworn obligation as police officers.

Section 4. Communications, Reporting and Evaluation

- A. Communications – Access to Information. The City agrees:
1. PHA will have access to all public information, in accordance with federal and Minnesota state laws.
 2. The Police Department will provide to the PHA copies of public case number reports which document or substantiate actual or potential criminal activity in or connected with public housing residents and/or public housing developments in accordance with federal and Minnesota state laws. This information will be provided by the Police Department at no cost to the PHA.
- B. Reporting. The Police Department will provide monthly, or as otherwise requested, calls for service reports for PHA properties (as described in Section 1D, paragraph two, of this Agreement). If the PHA, upon review of the incident address reports, wants further public data from an incident, which occurred on or off PHA property, they may make a request for additional information regarding a specific address or person in accordance with federal and state laws, including the MGDPA. See Section 1D of this Agreement.
- C. Media Coordination. The Police Department will relay to the Executive Director or his designee public information related to any major crime or incident that occurs on PHA

property, preferably before the media is informed or as soon as possible, in accordance with federal and Minnesota state laws.

- D. Evaluation. The City and the PHA shall cooperate on future evaluations of the community policing program in public housing. The parties agree to work on any mutually identified areas they deem necessary.

Section 5. Plan of Operation

The Police Department and the PHA shall continue to administer the ACOP community policing program. At the request of either party, the parties shall jointly prepare a more specific plan of operations for use in preventing or eliminating crime.

Section 6. Term of Agreement

This Agreement is effective as of April 1, 2020 and shall continue in effect until March 31, 2021, or until the PHA reimbursement amount of \$647,378.00, is expended, whichever occurs first. In the event renewal is not achieved by the expiration, the Agreement will continue in force until a new Agreement is executed, with PHA paying at the FY 2021 rate of pay for the assigned ACOP staff as found in Section 7 of this Agreement.

Section 7. ACOP Assignment and Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The PHA agrees to pay the salaries for six (6) Officers and two (2) Community Liaison Officers (CLOs). PHA is not paying for the fringe benefits for these officers. The PHA will reimburse the City for services specified in this Agreement in a total amount not to exceed Six Hundred Forty Seven Thousand and Three Hundred Seventy Eight Dollars (\$647,378.00) in the following expense category:

Assigned Personnel Salaries Paid By PHA	\$647,378.00
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The City agrees to pay the fringe benefits for the above six (6) Officers and two (2) Community Liaison Officers. Additionally, the City agrees to pay for the salaries and fringe benefits for one (1) Police Sergeant and three (3) Officers assigned PHA duties. These payments will be in a total amount not to exceed \$510,272.69.

Assigned Personnel Salaries and Fringe Benefits Paid By City	\$510,272.69
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- B. The PHA shall reimburse the Police Department on a monthly basis as reflected in the documentation provided to the PHA, upon performance and reporting of the activities and receipt of invoices evidencing authorized expenditures.
- C. The City shall provide the following documentation in requesting reimbursement:

Copies of 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 PHA's Executive Director, or that official's designee, and the PHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement. The non-approval by the PHA of any claimed reimbursement is not a waiver by the Police Department of the funds owed to them pursuant to this Agreement.
- E. The Police Department agrees to conduct an internal audit on the schedules, assignments, and logs of ACOP officers when the PHA requests such an audit. Upon this request, the Police Department will provide the results of that audit to the PHA, when not prohibited by law.

Section 8. Audit Requirement

The City and the Police Department shall have their financial records audited annually (as part of the City's annual audit) by an independent auditor and provide to the PHA a copy of the audit report, which is required for the City as a subgrantee of federal funds. The audit shall include the PHA funds expended under this agreement and shall conform to the requirements of OMB Circular A-128 or later OMB circulars as applicable. Any audit finding relating to use of the PHA funds under this agreement must be addressed and cleared in a timely manner.

Section 9. Non-Discrimination

The PHA, the City, and the Police Department agree in the administration of the program(s), on each party's own part, no person shall, on the grounds of race, color, religion, creed, national origin or ancestry, familial status, sex, status with regard to public assistance, marital status, disability, age, sexual or affectional orientation, political or other affiliation, be excluded from participation in the program(s) or be denied benefits of the program(s) and agree to comply with all federal, state, and local laws regarding discrimination.

Section 10. Data Privacy

All data collected, created, received, maintained, or disseminated by the City, the Police Department or the PHA for any purposes in the course of the performance of this Agreement is governed by the MGDPA or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The parties agree to abide strictly by these statutes, rules, and regulations.

The PHA has designated, and the City and the Police Department agree to designate, a Responsible Authority pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, who is the individual responsible for the collection,

maintenance, use and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

Section 11. Indemnification

The City does hereby release, discharge and agree to indemnify, protect, defend and save harmless the PHA from liability for any cost, damage, expense, injury or other casualty, to any person whomsoever or property whatsoever caused by or arising out of the Police Department's use and occupancy of PHA property provided under this Agreement, provided that such indemnification shall not be applicable where a decision or judgment of a court of competent jurisdiction indicates that said casualty to person or property was the direct result of acts of commission, omission, negligence or fault of the PHA, its agents or employees.

Each party agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City of Saint Paul and the Public Housing Agency of the City of Saint Paul, and their respective employees, officials and agents shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, et seq. and any other applicable law.

Section 12. Right of Entry, Inspection and Repair

The PHA, through its authorized employees or agents, shall have the right to enter the office spaces assigned by the PHA at any time, without advance notification, when there is reasonable cause to believe an emergency exists or during regular business hours upon one (1) day's notice for the purpose of inspection or repair of the office spaces or equipment therein or for such other purpose as may be deemed necessary by the PHA.

Section 13. Disposal of Personal Property

The PHA shall have the right to sell, destroy or otherwise dispose of any personal property left on the premises by the Police Department after the Police Department has vacated or abandoned the premises

Section 14. Amendments

Changes in the terms of this Agreement may be made only by written amendment mutually agreed upon and signed by both parties.

Section 15. Termination

Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party. Such notice shall be delivered by Certified Mail, Return Receipt Requested.

Section 16. Attachments

The following attachments are hereby incorporated into this Agreement by reference:

- Attachment A: ACOP FY 2021 Budget and Comparison
- Attachment B: Sample St. Paul Public Housing Crime Report
- Attachment C: Sample Monthly Calls for Service Report
- Attachment D: PHA Model Lease for Subsidized Programs
- Attachment E: PHA Hi-Rise House Rules (Hi-Rise and Family)

Section 17. Benefit and Duty

This Agreement will be binding upon and inure to the benefit only of the parties hereto. No third party or parties will derive any benefits from or have any rights pursuant to this Agreement. Nothing in this Agreement is intended to, nor does it, create a special duty on the part of either party to each other or to a third party.

This Agreement supersedes the most recent Agreement and all other previous Agreements entered into by the parties for the same purpose as this Agreement is made.

Section 18. Section 3 Clause

- A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Police Department agrees to send to each labor organization or representative of workers with which the Police Department has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Police Department's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Police Department agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Police Department will not subcontract with any subcontractor where the Police Department has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Police Department will certify that any vacant employment positions, including training positions, that are filled (1) after the Police Department is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Police Department's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

By signing below, the **Public Housing Agency of the City of Saint Paul, and the City of Saint Paul, Department of Police** enter into this Agreement which shall take effect on the date stated above.

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

By: _____
Its: Tim Braun, Contracting Officer

By: _____
Its: Ronald Moen, Controller

CITY OF SAINT PAUL DEPARTMENT OF POLICE

By: _____
Its: Chief of Police

By: _____
Its: Mayor, City of Saint Paul

By: _____
Its: Director, OFS

By: _____
Its: Director, Human Rights Dept.

By: _____
Its: Assistant City Attorney