

AGREEMENT FOR SUPPLEMENTAL CONTRACTED POLICE SERVICES

This Agreement (hereinafter "Agreement") is entered into between the Housing Authority of San Joaquin County, a political subdivision of the State of California (hereinafter "Contractor" or "Authority") and the City of Stockton, a California Charter City, (hereinafter "City"). The City and the Contractor hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

Recitals

A. Authority owns, operates, and administers many public housing developments, residential rental properties, administrative properties, and commercial developments which are located within the City of Stockton (collectively, "the Properties") which are generally described in Exhibit A; and

B. Authority has received grant and/or other funds, such as PILOT (payment in lieu of taxes), for the purposes stated herein; and

C. Authority desires to provide a safe and secure environment for its employees, tenants, residents, guests and visitors at the Properties; and

D. Authority desires to contract with the City for certain incidental and additional police services in an effort to create a drug-free and crime-free environment and ensure the safety and protection of the residents of Properties; and

E. City is willing to accommodate the needs of the Authority for enhanced and additional police services as outlined herein ("Supplemental Police Services") at the Properties, so long as the City is reimbursed for the added expense and under the terms as further set forth herein; and

F. Authority and City agree that it would be mutually beneficial for the City to provide Supplemental Police Services to Properties in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I SCOPE OF SERVICES

1. Term. This Agreement is effective as of January 1, 2019, through December 31, 2023. The Parties agree that the terms of this Agreement are fixed and shall not be extended without the express written consent of both parties hereto.

2. Scope of Services.

DUTIES AND RESPONSIBILITY OF CITY

A. City shall assign three full-time sworn police officers (“Assigned Officers”) to the Properties. Services shall be performed by personnel who are trained and who are otherwise qualified to perform the tasks assigned which tasks shall be performed in conjunction with necessary qualified supervision. In addition, the Assigned Officers shall:

1. Attend monthly Resident Council and Board of Commissioner meetings, if requested by Authority;
2. Assist in coordinating and attending Neighborhood Watch meetings and assist in developing or enhancing any other such crime prevention programs for Properties;
3. Provide drug awareness and educational activities and/or information to residents of Properties;
4. Collect and provide crime-related statistics to the Authority to be used in analyzing crime-related trends;
5. To the extent appropriate, cooperate, assist and appear as witnesses in Authority’s administrative grievance process, unlawful detainer hearings, or other court proceedings involving criminal or quasi-criminal conduct in or near Properties or involving residents of Properties or guest of residents;
6. Meet with Authority representatives on a routine basis or, at least, once quarterly, to review law (and regulation) enforcement and crime prevention procedures and plans;
7. Prepare and submit to Authority monthly services reports on forms to be provided by the Authority; and
8. Provide standard patrol cars to the Assigned Officers.

Under no circumstances shall the Assigned Officers be considered employees of Authority; the officers and other employees of the City; and, for purposes of this Agreement, City shall be acting as an independent contractor. City shall provide the Assigned Officers with such basic equipment as issued to the City’s patrol officers for use in law enforcement purposes and shall remain responsible for the law enforcement related training, supervision, discipline, and compensation of the Assigned Officers. City shall continue to maintain Workers’ Compensation and any and all other insurance and payments as necessary to cover the Assigned Officers in City Workers’ Compensation and employee benefits program and plans. In providing the Supplemental Police Services pursuant to this Agreement, City shall not reduce the baseline police services that would otherwise be provided Properties.

B. City shall provide crime and data analysis services for both Authority owned Properties and those locations supported by Authority vouchers and Section 8 payments. Services provided shall be limited to data mutually agreed upon by both City and Authority and used expressly for the purposes set forth in this Agreement.

DUTIES AND RESPONSIBILITY OF AUTHORITY

Authority shall pay City the amount set forth in Section 3., Compensation and Payment, in order to reimburse City for the cost incurred by providing to the Authority the Assigned Officers and crime and data analysis services.

Authority shall provide at its sole expense and at no cost to City specialized training for the Assigned Officers through workshops on issues and subjects relating to public and Section 8 housing, particularly those issues and subjects which would be beneficial and/or necessary to the Assigned Officers' effective performance of the services contemplated by this Agreement. For instance, the Authority will provide copies of any rules and regulations applicable to Properties' residents.

Authority reserves the right to require that City replace any Assigned Officer for the following reasons:

1. Neglect or non-performance of duties as may be determined by Authority in its sole discretion;
2. Unprofessional conduct, use of abusive or offensive language, or such other conduct as may, in Authority's sole discretion, render the Assigned Officer ineffective in performing the contract services;
3. Criminal conduct or activity;
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment for Authority;
5. Unsatisfactory punctuality or attendance as determined by Authority in its sole discretion; and/or
6. Substantiated complaints (as determined by Authority) from residents of Properties or Authority representatives.

The rights reserved by Authority pursuant to this section shall not be unreasonably exercised and Authority shall, upon written request, provide a written enumeration of the reasons for any request for replacement, which shall include documentation and the names and addresses of any witnesses.

Authority and its employees shall cooperate with and assist City and its Police Department personnel by providing any information and documentation as may be requested and/or necessary in order for City to perform the contract services. Said cooperation on the part of Authority and its employees shall include, but not be limited to, appearing as witnesses and being available to provide statements or testimony in administrative investigations conducted by City and court administrative proceedings which may arise as a result of or in connection with City's or its Police Department personnel's performance of the contract services. For the purposes of crime and data analysis services, Authority shall provide data to City as a .csv or .xls file and separated/formatted consistent with a template to be provided by the City.

3. Compensation and Payment.

A. Authority will compensate the City for three Police Officers in an amount not to exceed \$97,500 per quarter or \$390,000 annually.

B. Authority will compensate City for data and crime analysis services on a quarterly basis, based on actual costs incurred. Annual cost for data analysis services will not exceed \$10,000 annually, in addition to an initial one-time set-up cost of \$11,400.

C. City shall, within thirty (30) days after the end of each quarter, provide Authority with an invoice. Authority shall make payment to City within thirty (30) days of its receipt of invoice.

D. City shall be responsible for all costs above the invoiced amount for providing police services including, but not limited to, personnel costs, materials, supplies, and equipment.

E. City reserves the right to adjust compensation rates annually. City shall notify the Authority in writing ninety (90) days ahead of the effective date. Authority shall have thirty (30) days after the receipt of said notification to reject the new rate; otherwise, it will become effective on the ninety-first day after the initial notification.

ARTICLE II ENFORCEMENT OF RULES AND REGULATIONS

In addition to enforcing State and local laws, codes and regulations, City, through its Police Department, is empowered to enforce the rules and regulations established by Authority with regard to use of the Properties, including, but not limited to, the following rules and regulations:

- A. Unauthorized person in unoccupied structures of Authority shall be removed.
- B. Visitors or unauthorized persons creating a disturbance or otherwise interfering with residents' and tenants' peaceful enjoyment of Properties shall be removed.
- C. Persons destroying, defacing, or removing Authority Property shall be removed and/or criminal enforcement action shall be taken.
- D. The residents and tenants of the Properties shall refrain, and shall cause the members of their household, their visitors, guests, and customers to refrain from parking vehicles in any area other than parking areas designated by Authority representative for such purposes. The City's Police Department is authorized to cause any and all vehicles parked in violation of the rules/regulations to be removed from Authority's premises in accordance with the established City procedure for removal and impounding of vehicles. With regard to any such authorized removal, Authority agrees to indemnify, defend, and hold harmless City in connection with any such action.

With regard to items A through C, above, members of City's Police Department, as well as the Assigned Officers, are authorized to give criminal trespass warnings and/or citations to any persons found in violation of those rules and regulations, i.e., to give notice to any violators that their entry on the Authority Property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators.

Nothing in Authority's rules and regulations shall be interpreted as permitting, authorizing, or requiring City Police Department personnel to act in any manner or utilize any method that would constitute a violation of law, accepted and/or established Police Department practices, or Police Department Rules and Regulations or General Orders.

ARTICLE III COMMUNICATIONS, REPORTING, AND EVALUATION

A. COMMUNICATIONS

City's Police Department will, within two days of their preparation, provide to Authority copies of incident, crime, and other police generated reports, search warrants, and other public documents which concern or substantiate actual or potential criminal activity in or involving Properties at no additional cost to Authority. These reports may be used in the eviction of those tenants as provided in their leases at the Properties.

B. REPORTING AND RECORDS

1. Service Reports

The Assigned Officers will complete "daily reports" of their activities at the conclusion of each shift. Copies of said reports shall be forwarded to Authority as attachments to the monthly report addressed in Article I, Section A, above. The daily reports shall include the type, nature, and/or description of the activities performed during that day, the approximate number of the Properties' residents who participated in the activities and such other information as may be of assistance to City and Authority in evaluating the effectiveness of the contract program. The City agrees that Authority may release redacted incident and/or police reports to tenants who are being subjected to grievance and/or eviction procedures or similar legal action.

2. Media Reports

Whenever possible and in a reasonable amount of time, City shall provide Authority's Executive Director or the Media Officer with information related to any major crime or incident that occurs within or which involves the Properties. The Executive Director and Media Officer shall be included in the release of the media copy of the Watch Commander's Daily. The City shall also provide Authority with a copy of any written press releases regarding such incidents.

3. Major crime or Incidents

Major Crimes or incidents occurring on Authority Property will include such events as below:

- a. Person's shot or stabbed
- b. Felony assaults involving injury
- c. Armed robberies
- d. Burglary resulting in a significant monetary loss to resident or Authority Property
- e. Arson of Authority Property
- f. Sexual assault without providing identifying information of victim
- g. Traffic accident causing major damage to Authority Property

4. Access to Records

Both Parties agree that the City will make available to Authority, HUD, Office of Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the City which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5. Record Retention

For the purposes of this Agreement, City shall retain all such records pertaining to this Agreement for a period of not less than three years after final payment, the completion of any services provided pursuant to this Agreement, or after all pending matters are closed

C. EVALUATION

Representatives of the City's Police Department and Authority shall meet periodically (but not less than once semi-annually) during the contract term to evaluate the types and effectiveness of the Supplemental Police Services provided pursuant to this Agreement, including, but not limited to:

1. The date, time and number of hours worked by Assigned Officers.
2. Response times to incidents occurring within Properties by Assigned Officers and other City Police Department personnel.
3. Statistical information regarding the following incidents occurring within Properties:
 - a. Arrests
 - b. Citations issued
 - c. Vehicles towed
 - d. Proactive/positive officer-initiated contacts
 - e. Referrals received from Properties' residents
 - f. Trespassers removed
 - g. Calls for service
 - h. Weapons seized
 - i. Recovery of stolen property

City Police Department shall also provide any information received from the community regarding the effectiveness of the contract program and comparable crime information for the City as a whole to enable City and Authority to discuss and evaluate the Department's enforcement activities that occur within Properties.

4. Additional Terms and Conditions.

- A. The services provided to Contractor by the City under this Agreement are in addition to law enforcement services ordinarily and normally provided by the City. The City will retain sole control of all police services under this Agreement and the manner in which those services will be performed.
- B. The officers and other employees of the City shall at all times be acting and performing their duties as employees of the City and not as employees or agents of Contractor and, for purposes of this Agreement, City shall be acting as an independent contractor.
- C. The City and Contractor shall each procure and/or maintain, at its own expense, insurance or self-insurance to include comprehensive general liability and automobile liability insurance in the minimum amount of \$1,000,000 for injury including death to any one person, and \$1,000,000 for injury including death to more than one person in any one occurrence, and \$1,000,000 for damage to property in any one occurrence.
- D. City shall defend, indemnify, and hold harmless Authority, its officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officers, employees, or agents, related to City's performance of City's obligations under this Agreement.
- E. Authority shall defend, indemnify, and hold harmless City and City's officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the willful misconduct of Authority, its officers, employees, or agents, related to Authority's performance of Authority's obligations under this Agreement.
- F. Modifications or amendments to this Agreement may be made as mutually agreed upon in writing and signed by both Parties.

- G. This Agreement can be terminated at any time with or without cause by either Party upon ten (10) calendar days following receipt by the other party of written notice of cancellation. The City reserves the right to decline to provide supplemental police services at any time if no off-duty officer volunteers to work the assignment. The City will provide the Contractor with 24-hour prior verbal notice of its intent to decline to provide police services pursuant to this paragraph.
- H. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement, and if any clause contained herein is found to be invalid, the remaining clauses will be considered independently and separately valid.

ARTICLE IV NOTICES

Any and all notices required by this Agreement shall be deemed received when personally served, or five (5) days following deposit in the regular United States mail, postage prepaid, and properly addressed as provided herein, or sent by certified mail, returned receipt requested, as follows:

City:

Chief of Police
City of Stockton Police Department - Headquarters
22 East Weber Avenue, 4th Floor
Stockton, CA 95202

Contractor:

Housing Authority of San Joaquin
Attention: Peter W. Ragsdale, Executive Director
448 S. Center St/P.O. Box 447
Stockton, CA 95201

This Agreement shall be governed by the laws of the State of California.

In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the Party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in such action, including attorneys' fees and costs on any appeals.

This Agreement represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

//
//

The undersigned hereby represent and warrant that they are authorized by the Parties to execute this Agreement.

WHEREFORE, the parties have executed this Agreement to be effective as provided above:

CITY OF STOCKTON

HOUSING AUTHORITY OF THE
COUNTY OF SAN JOAQUIN

By: _____
KURT O. WILSON
CITY MANAGER

By: _____
PETER W. RAGSDALE
EXECUTIVE DIRECTOR

ATTEST:

APPROVED BY:

CHRISTIAN CLEGG
Deputy City Manager/Interim
City Clerk of the City of Stockton

By: _____

Attorney for Authority

APPROVED AS TO FORM: CITY
ATTORNEY

By: _____
JOHN M. LUEBBERKE
City Attorney

EXHIBIT A

Conway Homes

741 Flint Avenue
Stockton, CA 95206
Manager: TBD

Sierra Vista Homes

Main Office:
2436 S. Belleview Street
Stockton, CA 95206
Manager: TBD

Franco Center

144 Mun Kwok Lane
Stockton, CA 95202
Manager: TBD