

AGREEMENT BETWEEN
GAINESVILLE HOUSING AUTHORITY
and
THE CITY OF GAINESVILLE, FLORIDA

THIS AGREEMENT, made and entered into this _____ day of _____, 2001 by and between the Gainesville Housing Authority ("Authority") and the City of Gainesville, Florida ("City");

WHEREAS, the Authority has been designated as a grant recipient of federal funds to be received from the United States Department of Housing and Urban Development (HUD) under the Public Housing Drug Elimination Program (FFY 2000 DEP Grant No. FL29DEP0630100); and

WHEREAS, the Authority does hereby enter into this Agreement with the City by and through its Police Department ("GPD") to provide professional law enforcement services as described under the scope of services section below;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

SCOPE OF SERVICES

Law enforcement services under this Agreement shall be provided by two full-time community oriented police officers under the supervision and auspices of GPD's Operations Bureau. The two police officers shall operate as a liaison between the public housing neighborhoods and GPD. The services to be performed by the GPD include, but are not limited to the following:

1. GPD shall provide supplemental law enforcement service to the Authority, its residents, and its properties that shall be over and above baseline services;
2. The Authority's funding shall be over and above the approved City budget for GPD, and shall not be used to supplant GPD's budget;
3. GPD shall employ a community policing model that is acceptable to the Authority;
4. GPD and the Authority shall mutually agree upon the locations and times for the supplemental law enforcement services;
5. GPD will provide two full-time officers to the Authority, to provide supplemental service to all of the Authority's properties. GPD will not be responsible for additional staffing when the officers are off-duty, on paid or unpaid leave or at training. These officers will not respond to routine calls for service or participate in special details outside of the Authority's area unless emergency situations arise. These officers will not take part in any deployment outside of the Authority's areas, unless approved

by the Authority;

6. Supplemental GPD personnel shall complete specific forms provided by the Authority for use in collecting, analyzing and monitoring workload and activities;
7. GPD shall provide supervision and evaluation of the supplemental law enforcement personnel;
8. GPD shall assist the Authority with the collection of statistics and information as needed for the HUD reports;
9. GPD shall weekly collect police officer activity information (not just hours of work) for the Authority; and shall promptly furnish a copy of same to the Authority during weekly meetings;
10. GPD personnel shall not transport any individuals in their city vehicles other than other city employees or people in custody of GPD without prior approval of GPD Shift Supervisor;
11. GPD to the extent permitted by NCIC/FCIC guidelines, will provide conviction records of adult applicants for, or tenants of, public housing for purposes of applicant screening. GPD will not provide full contents of a criminal history to the Authority. If this information is requested, the Authority must submit an application fingerprint to the FBI, and be responsible for the appropriate fees;
12. Any and all other additional services or activities, on a case-by-case basis, that are mutually agreed to in writing by both parties, prior to the event.

METHOD OF COMPENSATION

1. It is agreed that the compensation payable by the Authority to the City for all services performed under this agreement shall not exceed \$50,000.00 for the twelve month Agreement period. This amount covers only the base salaries for the law enforcement officers who perform full-time services. If the police officer's positions are not staffed (filled), then the Authority shall pay only the prorata amount for such services. The fringe benefits for the officers will be paid by the City.
2. The City shall bill the Authority on a quarterly basis for the salaries of the officers for the preceding three month period.

RETENTION OF RECORDS

All records and financial documents must be maintained by the parties for a minimum period of five years from the date of the final financial statement and must be available for audit and public disclosure upon request of duly authorized persons.

INDEMNIFICATION

The Authority shall be responsible for and indemnify, defend and hold harmless the City, its employees and elected and appointed officials, from all claims including death to persons from all judgments recovered therefor, including any and all consequential damages arising out of the Authority's errors, omissions or negligent acts in connection with the Authority's performance of this Agreement. The City shall be responsible for and indemnify, defend and hold harmless the Authority, its employees and appointed Commissioners, from all claims including death to persons from all judgments recovered therefor, including any and all consequential damages arising out of the City's errors, omissions or negligent acts in connection with the City's performance of this Agreement. Any indemnification set forth in this paragraph shall be subject to the limits set forth in Section 768.28 of the Florida Statutes, as amended, and nothing contained herein, shall be deemed to limit or waive operation of the limitations contained in 768.28 of the Florida Statutes as they may relate to the City or the Authority. The City's Police Department and the Authority will each bear its own costs of litigation, including costs and attorney's fees.

CANCELLATION

Either party may cancel and terminate the Agreement at any time by thirty (30) days written notice of intention to terminate being delivered to the other party. In such event, the Authority shall be required to pay to the City any prorata amount of compensation owed effective as of the date of cancellation.

MODIFICATIONS

No modification, addition or deletion to this Agreement shall be effective unless in writing and properly executed by the parties hereto.

TIME OF COMPLETION

The terms of this Agreement shall be from January 2002 through December 2002.

THE CITY OF GAINESVILLE, FLORIDA

By: _____
Wayne Bowers, City Manager Date _____

Attest: _____
Norman P. Botsford, Chief of Police Date _____

GAINESVILLE HOUSING AUTHORITY

By: _____
John V. Carlson,
Chairperson, Gainesville Housing Authority Date _____

Attest: _____
John E. Cherry, Executive Director Date _____