

Agenda #<u>8</u>

### Commission Meeting Date: December 2, 2014

## CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Great Falls Police Department / Great Falls Housing Authority Agreement.

**From:** Great Falls Police Department

**Initiated By:** Captain Tim Shanks

**Presented By:** Chief Dave Bowen

**Action Requested:** Authorize the Agreement

#### **Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement."

2. Mayor calls for a second, discussion, public comment, and calls the vote.

**Staff Recommendation:** Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

**Background:** The Great Falls Police Department and the Great Falls Housing Authority have had a partnership Community Based Policing Agreement in place since the late 1980's. The Great Falls Housing Authority funds one dedicated officer for the purpose of enforcement and investigations in the Great Falls Housing Authority projects. This officer also facilitates the Parkdale Youth Activity Center (PYAC) at the main housing complex. This officer handles calls during his designated shift. Before or after shift calls continue to be answered by the Patrol Officers. With the Housing Authority officer on site(s), it does alleviate a substantial number of calls that patrol would have to respond to and resolve. Historically, call loads were high until the Housing Authority officer was established.

The Great Falls Housing Authority provides office space at the main complex for the officer.

**Concurrences:** The Community Based Policing Agreement has been approved by the Housing Authority Board. The City Commission has to approve the authorization to sign the agreement.

**Fiscal Impact:** The Great Falls Housing Authority pays the salary and benefits for the Housing officer. The police department provides a marked patrol vehicle for the officer. The police department compensates the officer for overtime when necessary.

**Alternatives:** Discontinue the officer's presence in the Housing Authority projects and reassign.

#### **Attachments/Exhibits:**

1. Copy of the Community Based Policing Agreement.

# GREAT FALLS POLICE DEPARTMENT AND GREAT FALLS HOUSING AUTHORITY COMMUNITY BASED POLICING AGREEMENT

This contract is entered into this 1<sup>st</sup> day of January, 2015, by and between the City of Great Falls, hereinafter referred to as "City," and the Great Falls Housing Authority.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. The City shall provide personnel and other resources in a Community Policing role at the Great Falls Housing Authority projects. One dedicated officer, excluding contractual time/training time off, shall be provided for the purpose of enforcement and investigations in the Great Falls Housing Authority projects. If the assigned officer or a temporary replacement is not available to the GFHA for longer than 40 hours in each six month agreement period, the GFHA payment will be waived for the period of time that an officer was not available. Payment will resume when an officer becomes available to the GFHA.
- 2. The Great Falls Housing Authority shall pay the City \$40,787.90 which would include the Officers salary and benefits. Payment shall be made on a monthly basis in the amount of \$6,797.98.
- 3. The City shall keep detailed records regarding the date and time of contacts exclusive of investigating records. The Great Falls Housing Authority may inspect these records at all reasonable times and these records shall be available for photocopying at no additional fee.
- 4. Indemnification The City assumes full responsibility for the officer's performance. The City shall indemnify the Great Falls Housing Authority against, and hold the Housing Authority harmless from, any liability costs, damages, claims or causes of action which may arise as a result of performance by the City of its responsibilities under the terms of this agreement; provided, however, that the City, its Officers and employees shall not assume any liability for acts of the Great Falls Housing Authority, or any of its Officers or agents.
- 5. This Agreement shall commence January 1, 2015 and end June 30, 2015 with an automatic six month renewal based on the GFPPA negotiated contract wage with the City of Great Falls. The GFHA agrees to pay the salary and benefits increase, if any, retroactive to July 1, 2015 based on the GFPPA negotiated contract wage.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF GREAT FALLS	GREAT FALLS HOUSING AUTHORITY
Gregory T. Doyon, City Manager	Kevin Hager, Executive Director
ATTEST:	David Bowen, Chief of Police
Lisa Kunz, City Clerk	
(Seal of the City)	
APPROVED FOR LEGAL CONTENT:	

Sara Sexe, City Attorney