

REQUESTED BY:
NOVAK

LAW DEPARTMENT
DRAFT NO. 3874

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY, FOR AND ON BEHALF OF THE CITY OF WARREN, TO ENTER INTO AN AGREEMENT(S) WITH THE TRUMBULL METROPOLITAN HOUSING AUTHORITY FOR THE PERIOD OF ONE (1) YEAR BEGINNING JULY 1, 2019 THROUGH JUNE 30, 2020 TO ACCEPT MONIES, PURSUANT TO THE OHIO REVISED CODE SECTION 715.01, FROM THE TRUMBULL METROPOLITAN HOUSING AUTHORITY, AND TO ALLOW SAID MONIES TO BE USED FOR THE AUTHORIZED MUNICIPAL PURPOSE OF PROVIDING ADDITIONAL POLICE PROTECTION TO THE CITY, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12877/19

WHEREAS, the possession, use, distribution, exchange and trafficking of illicit drugs cause an attendant increase in other criminal activity, including crimes of violence, and this increase in criminal activity causes imminent and immediate danger to the public peace, health, safety and welfare; and

WHEREAS, the Trumbull Metropolitan Housing Authority, to combat this problem, and for the protection of its residents, again desires to donate funds to the City to provide for additional police protection for the citizens of the City; and

WHEREAS, the City of Warren and the Trumbull Metropolitan Housing Authority have enjoyed a similar relationship in the past and seek to continue said relationship; and

WHEREAS, Section 715.01 of the Ohio Revised Code allows a municipality to accept gifts and to use such gifts to further an authorized municipal purpose such as police protection; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the City hereby agrees to accept the sum of \$90,000.00, as a donation, from the Trumbull Metropolitan Housing Authority.

Section 2: That said donated sum shall be used to further the municipal purpose of providing police protection.

Section 3: That said donated sum shall be used to provide additional patrol coverage to properties owned or managed by Trumbull Metropolitan Housing Authority.

Section 4: That said additional patrol coverage shall be provided for a period of one (1) year beginning July 1, 2019 and continuing through the program termination date of June 30, 2020.

Section 5: That the Mayor and Director of Public Service and Safety be, and hereby are, authorized to enter into an Agreement(s) with the Trumbull Metropolitan Housing Authority to accomplish the purpose of this Ordinance, said agreement to be first approved by the Director of Law, on a form substantially the same as the proposed Agreement referred to herein, marked as "Exhibit A", attached hereto and made a part hereof.

Section 6: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that criminal activity may be more effectively discouraged at the earliest possible time and without undue delay. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 10th day of JULY, 2019.

SIGNED: John R. B. D. ATTEST: Brenda Smith
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 7-10-19

DATE APPROVED: 7-10-19

[Signature]
MAYOR, CITY OF WARREN, OHIO

EXHIBIT "A" TO DRAFT NO. 3874

SUPPLEMENTAL POLICE SERVICES AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between the Trumbull Metropolitan Housing Authority (hereinafter "TMHA"), and the City of Warren, Ohio (hereinafter "City") is for the provision of specific police services associated with the TMHA's security programs.

WHEREAS, TMHA 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 service at all TMHA locations within the City;

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

Article 1 – Services

The City agrees that the services rendered by the assigned personnel under this Agreement are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol (vehicle and foot), criminal investigations, records, dispatch and special 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 dedicate a minimum of 260 patrol hours per month retroactively from July 1, 2019 thru June 30, 2020 for specialized patrols to enforce all state and local laws and TMHA rules specified in this Agreement. Sworn officers 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 procedure.
- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by TMHA and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 p.m. to 2:00 a.m. in certain areas, to maintain a police patrol presence. The City shall assign officers based on personnel recommendations between TMHA and City.
- C. It is further agreed that to the extent necessary, the assigned personnel will appear as witnesses in TMHA's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near TMHA developments involving any resident, member of a resident's household, or any guest of a resident or household member.

- D. 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 Agreement, the appropriate police department Supervisor will meet with resident leadership and management representatives of TMHA on a routine basis for the purpose of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement. The TMHA Security Coordinator shall schedule the meetings.
- E. The City agrees that it will provide the assigned personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement. Any additional automobiles, motor vehicles, bicycles or other equipment requested by TMHA will be furnished at the expense of and shall remain the property of TMHA.
- F. The City agrees to provide, at minimal cost to the TMHA, 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, Federal or State laws and regulations.
- G. Selection of assigned personnel shall be the responsibility of the City to the satisfaction of TMHA to assure that mutual goals are achieved. Deployment shall be mutually agreed between designated liaisons of involved agencies.

Article 2 – Enforcement

- A. The City, through its police officers, is hereby empowered to enforce the following TMHA rules and regulations:
 - 1. Unauthorized visitors in unoccupied structures of TMHA shall be removed.
 - 2. Unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on TMHA property shall be removed.
 - 3. Unauthorized visitors destroying, defacing or removing TMHA property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, 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 TMHA rules and regulations:

The tenant and any visitors to TMHA 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 TMHA management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to

established City procedure for impounding vehicles.

Article 3 – Reporting and Evaluation

The City agrees that TMHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of TMHA's developments. It is further agreed that the City police department will provide to TMHA copies of such incident reports, arrest reports or other public documents, which 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 established.

Article 4 – Payment to City

All compensation to the City will be made on a cost reimbursement basis, TMHA will reimburse the City for services specified in this Agreement in a total amount not to exceed Ninety Thousand Dollars (\$90,000.00) for fiscal year 2019-2020.

TMHA shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.

All requests for reimbursement are subject to approval of the Executive Director, or his designee, and TMHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

Article 5 – Term of Agreement

The term of this Agreement shall be retroactive for the period beginning July 1, 2019 and ending June 30, 2020. TMHA will review the service performance periodically during the term of the Agreement.

Article 6 – Modification and Termination of Agreement

Any changes to this agreement by either party must be made in writing and subsequently agreed to in writing by the other party.

Termination of this agreement by either party must be made in writing and shall provide thirty (30) days notice.

If the City fails to fulfill in a timely manner any term or condition, TMHA reserves the right to exercise one or more of the following remedies:

1. Withhold or reduce proportionately funds not yet paid to the City.
2. Recover funds previously paid to the City.
3. Recover non-expendable property or equipment obtained by the City pursuant to the terms of this agreement.
4. Terminate this agreement by giving thirty (30) days written notice.

Article 7 – Entire Agreement

This Agreement shall consist of the following component parts:

1. This instrument;
2. The proposal submitted by the City;
3. Minutes of the pre-agreement meeting;
4. Drug Free Workplace Form.

This instrument together with the other listed documents, which said other documents are made a part hereof as if fully re-written, form the agreement. In the event that any provision in this agreement conflicts with any provision of any other listed documents, then the provision of the component document first enumerated in this Article 7 shall govern, except as otherwise specifically stated.