CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

MOU between the City of Huntsville and the Huntsville Housing Authority for a police extension office location at 113-F Indiana Street

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an Memorandum of Understanding between the City of Huntsville and Huntsville Housing Authority for a police extension office.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

MOU will allow the Huntsville Housing Authority to provide a police extension office, to be located at 113-F Indiana Street

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Rene Morris

Date: 1/23/2013

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Police** Council Meeting Date: **2/14/2013**

Department Contact: **Jessica Winn** Phone # **(256) 427-7002**

Contract or Agreement: **MOU between City of Huntsville and Huntsville Housing Authority**

Document Name:

City Obligation Amount: Ø

Total Project Budget: Ø

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Kenis Morris	1/24/2013
2) Legal	Mary C Gates	1/30/13
3) Finance		1/28
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a contract with the Huntsville Housing Authority, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding between Huntsville Housing Authority and the City of Huntsville, Alabama", consisting of two (2) pages, and the date of February 14, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of February, 2013.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 14th day of February, 2013.

_____
Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN
HUNTSVILLE HOUSING AUTHORITY
AND THE
CITY OF HUNTSVILLE

This Memorandum of Understanding ("MOU") is made this _____ day of _____, 2013, and establishes a cooperative agreement between the Huntsville Housing Authority (HHA) and the City of Huntsville, Alabama (hereinafter called "the City").

WHEREAS, HHA desires 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 law enforcement for targeted housing communities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to all of the terms and conditions of this Agreement, the City of Huntsville and the HHA hereby agree as follows:

1. HHA shall:
    a. Provide the Huntsville Police Department (hereinafter called "HPD") with a police extension office location at 113-F Indiana Street for use by police officers during and outside of HHA detail hours.
    b. Furnish the police extension office location at 113-F Indiana Street with the following:
        i. Phone
        ii. Multi-function office machine (with copy, fax and print capabilities)
        iii. Wi-Fi access
        iv. Stove and refrigerator
        v. Desk
        vi. Microwave
        vii. Restroom facilities
        viii. Combination lock on both front and rear entry doors to the office
        ix. One (1) assigned parking spot with signage that indicates the spot is for use by police vehicles only
    c. At its sole cost and expense, HHA shall be responsible for providing all utilities (HVAC, phone, internet, electricity, water, sewer, garbage, etc.), repair and maintenance services at the police extension office location.

2. The City of Huntsville shall:
    a. Utilize the police extension office, for no less than twelve (12) hours per week, for the following activities (not an all-inclusive listing):
        i. Roll call at the beginning of HHA police detail
        ii. At its discretion, HPD may use the police extension office for camera and mobile surveillance
        iii. Creation of weekly logs and reports of criminal activity and incidents on HHA properties

_____ _____
President of the City Council Date
City of Huntsville, Alabama

iv. At its discretion, when possible. monitoring of child safety by HPD officers as children access the Westside Community Center for wi-fi services
v. Liaison office for conference between HPD officers and HHA staff
vi. Facilitation of community policing activities that focus on increasing communication between HPD and citizens living in/around public housing communities and reducing the incidence of crime. Activities may include, but are NOT limited to:
    1. Town Halls / "Meet and Greets"
    2. Workshops on crime awareness and personal safety
    3. Partnership building with resident councils and other community organizations
    4. Provide education on citizen patrols and crime prevention initiatives

b. The City will provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for compensating the officers and providing all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

c. The City of Huntsville will keep said facility in a clean and sanitary condition and will not make any alterations thereto without the written consent of HHA. The City of Huntsville will keep said facility in a clean and sanitary condition and will not make any alterations thereto without the written consent of HHA. At the conclusion of this Agreement, The City of Huntsville will surrender said facility in good order and repair, reasonable wear and tear excepted.

3. This MOU is for a period of three (3) years from its effective date, and it may be extended upon written mutual agreement of the parties. The MOU shall be reviewed as necessary to ensure that it is fulfilling its purpose and to make any necessary revisions.

4. Either party may terminate this MOU upon thirty (30) days written notice to the other party with penalties or liabilities.

IN WITNESS WHEREOF, the parties by and through their undersigned, authorized officers have executed this Agreement on the _____ day of _____ 2013.

HUNTSVILLE HOUSING AUTHORITY:

ATTEST:

_____
Witness

_____
Michael O. Lundy
Executive Director/CEO
Huntsville Housing Authority

THE CITY OF HUNTSVILLE, ALABAMA

ATTEST:

_____
Charles E. Hagood
City Clerk-Treasurer
City of Huntsville, Alabama

_____
Tommy Battle
Mayor
City of Huntsville, Alabama