

**AGREEMENT FOR SERVICES  
PUBLIC HOUSING COMMUNITY BASED POLICE OFFICER  
CITY OF DULUTH AND HOUSING AND REDEVELOPMENT AUTHORITY  
OF DULUTH, MINNESOTA**

**THIS AGREEMENT** is by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA (hereinafter the “HRA”) and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (hereinafter the “City”).

**WHEREAS**, the HRA and the City desire to implement a mutual effort to improve social conditions which may otherwise foster drug use, criminal activities, and other abuses or public disruptions at Duluth HRA public housing sites.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the HRA and the City agree as follows:

**ARTICLE I  
PUBLIC HOUSING COMMUNITY BASED POLICE  
OFFICER DEFINITION AND DUTIES**

The Public Housing Community Based Police Officer (hereinafter the “Officer”) shall be a Duluth Police Department police officer under the direct supervision of the Community Policing Lieutenant, and shall have the duties and responsibilities set forth in the Job Specification attached hereto as Exhibit A.

**ARTICLE II  
HRA SITES TO BE SERVED**

The following HRA sites are covered under this Agreement:

1. King Manor
2. Grandview Manor
3. Tri-Towers
4. Ramsey Manor
5. Midtowne Manors I and II
6. Approximately 294 public housing site homes in the City of Duluth.

A list of these said public housing site homes shall be provided by HRA to City and Officer.

### **ARTICLE III HOURS OF DUTY**

The Officer shall work primarily on nights and weekends. The Officer shall have a flexible schedule to accommodate HRA staff requests to facilitate problem solving in a timely fashion.

### **ARTICLE IV OFFICER FUNDING**

HRA shall pay City \$63,760.08 annually for the Officer's services provided under this Agreement, payable in twelve (12) equal payments to City on the 1<sup>st</sup> day of each month beginning August 1, 2015, payable into Fund 215-200-2293-4263. On August 1, 2016, and each August 1 thereafter, said payment by HRA to City shall increase annually by 3% unless otherwise modified by written agreement. The following is a payment calculation:

On August 1, 2016, HRA shall pay City \$65,672.89 annually payable in twelve (12) equal payments to City on the 1<sup>st</sup> day of each month.

On August 1, 2017, HRA shall pay City \$67,643.07 annually payable in twelve (12) equal payments to City on the 1<sup>st</sup> day of each month.

On August 1, 2018, HRA shall pay City \$69,672.37 annually payable in twelve (12) equal payments to City on the 1<sup>st</sup> day of each month.

On August 1, 2019, HRA shall pay City \$71,762.53 annually payable in twelve (12) equal payments to City on the 1<sup>st</sup> day of each month.

### **ARTICLE V ACCESS**

HRA shall provide City and the Officer access to all HRA sites set forth in Article II, including necessary keys and access cards.

### **ARTICLE VI RESPONSIBILITY OF CITY**

1. The Officer shall be selected by the Chief of Police or the Chief's designee.
2. The City shall provide the Officer with all necessary Police Department equipment, necessity determined by the Chief of Police or the Chief's designee.
3. The City shall provide the Officer with all necessary training and education, necessity determined by the Chief of Police or the Chief's designee.
4. Any temporary or permanent replacements for the Officer shall be selected by the Chief of Police or the Chief's designee.

## **ARTICLE VII LIABILITY**

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

## **ARTICLE VIII TERM**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on August 1, 2015. This Agreement shall be in effect for five years commencing on August 1, 2015, and may be renewed for subsequent one year periods after said five-year period upon annual written agreement of both HRA and City. HRA may terminate this Agreement by providing two months written notice to the City. The City may terminate this Agreement immediately upon written notice to the HRA.

## **ARTICLE IX CIVIL RIGHTS ASSURANCES**

HRA and City, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

## **ARTICLE X GENERAL PROVISIONS**

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint

enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

2. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
3. The City and HRA shall not in any way assign or transfer any of their rights or interests under this Agreement.
4. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
5. The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
6. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.
7. Notice to HRA or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

HRA:                      Executive Director  
                                Housing and Redevelopment Authority  
                                222 East Second Street  
                                Duluth, Minnesota, 55802

City:                      Chief of Police  
                                City of Duluth  
                                2030 N. Arlington Avenue  
                                Duluth, Minnesota 55811

8. It is understood and agreed that the entire agreement of the parties is contained herein and that this AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first shown below.

CITY OF DULUTH, a Minnesota  
Municipal Corporation

HOUSING AND REDEVELOPMENT  
AUTHORITY OF DULUTH,  
MINNESOTA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney

## EXHIBIT A



### DULUTH POLICE DEPARTMENT JOB SPECIFICATION FOR:

#### **Public Housing Community Based Police Officer**

#### **I. PURPOSE**

The Duluth Police Public Housing Officer will work proactively to improve social conditions which otherwise foster drug use, criminal activities and other abuses or public disruptions at the Duluth Area HRA's public housing sites.

#### **II. ASSIGNMENT**

The Public Housing Officer will work under the supervision of the West Area Commander. This officer will build trust between the residents of public housing and the Duluth Police Department by improving the delivery of police services to the properties owned by Duluth Area HRA. This officer will encourage residents of all public housing to take an active role in making their community a safer place. The HRA sites to be served by the Public Housing Officer are: King Manor, Grandview Manor, Tri-Towers, Ramsey Manor, Midtowne Manors I and II, as well as the other 294 public housing single family homes throughout the City of Duluth.

The HRA officer will work a variety of hours to accommodate the needs of HRA and DPD with an emphasis on afternoons, evenings, and weekends. The schedule will be flexible to accommodate requests by HRA staff when the need arises to facilitate problem solving in a timely fashion.

#### **III. DUTIES AND RESPONSIBILITIES**

The Duluth Police Department's Public Housing Officer will do the following:

- Meet regularly, or as needed, with the HRA Director of Property Management to review issues of concern and implement strategies for a peaceful resolution
- Provide weekly reports to HRA property managers regarding calls to service to their respective sites
- Attend Resident Club Meetings
- Periodic "Knock and Talks" when requested or when indicated

- Address excessive noise disturbances by residents or guests of HRA properties
- Investigate “unauthorized” persons suspected of residing in HRA properties
- Assist with the eviction of tenants to include testimony and/or providing documentation for violations of lease or behavioral issues
- Respond to HRA properties immediately if on duty when special circumstances exist
- Assist with the monitoring of conflict resolution between residents
- Initiate the Investigation of criminal behavior, Intruders and Suspicious behavior
- Respond to Emergencies at HRA properties when on duty
- Periodically walk through parking lots, stairwells, and hallways of HRA properties
- Periodically monitor visitors coming to and from the HRA owned hi-rises
- Create a presence which will deter undesirable behavior
- Be pro-active in providing educational material or speaking engagements which will educate and nurture a safe environment for those residents living in HRA owned public housing
- Provide a positive contact with residents and visitors of HRA owned properties