



Lake Wales Police Department

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Memorandum

To: Honorable Mayor and City Commission
From: Christopher Velasquez, Chief of Police
VIA: Kenneth Fields, City Manager
Date: June 23, 2014
Ref: Approval of Contract for Law Enforcement Services: Lake Wales Housing Authority
Synopsis: Commissioners will consider approving a contract with the Lake Wales Housing Authority to continue providing supplemental law enforcement services at the Grove Manor public housing complex.

RECOMMENDATION

It is recommended that the City Commission:

1. Authorize the Mayor to execute a Contract for Services with the Lake Wales Housing Authority for Fiscal Year 2014-2015.

BACKGROUND

Since 2011/2012 the CRA Board of Commissioners have approved funding a law enforcement officer position to provide supplemental law enforcement services toward designated CRA areas and the Lake Wales Housing Authority, Grove Manor Complex.

In an effort to continue providing these supplemental law enforcement services to the Lake Wales Housing Authority, Grove Manor Complex residents, the Lake Wales Police Department seeks approval to enter into a new contract for FY2014/2015. This contract for supplemental law enforcement services provides for a monthly payment due the City in the amount of \$2,428.00 from the Housing Authority.

ATTACHMENT

Contract

CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as the "Contract") is made effective October 1, 2014, by the City of Lake Wales, of 201 West Central Avenue, Lake Wales, Polk County, Florida and the Lake Wales Housing Authority of 10 West Sessoms Avenue, Lake Wales, Polk County, Florida.

The City of lake Wales (hereinafter referred to as the "City") is a municipal government authorized by Florida Statute to provide law enforcement services within its corporate limits.

The Lake Wales Housing Authority (hereinafter referred to as the "Authority") is a government public housing development.

The Authority desires to safeguard the health, safety and welfare of Grove Manor public housing complex residents and is willing to enter into this contract with the City for supplemental law enforcement services.

The City is willing to enter into this contract with the Authority to provide supplemental law enforcement services.

Therefore, the parties agree as follows:

AGREEMENT

The Authority and the City hereby contract for the City to provide 80 hours per calendar month of supplemental law enforcement services to the Authority related to the Grove Manor public housing complex during the term of the Contract.

SERVICES PROVIDED

The City agrees to provide the following supplemental law enforcement services to the Authority and the residents of the Grove Manor public housing complex through sworn law enforcement officers. All supplemental law enforcement services provided under this Contract shall be in accordance with applicable federal, state and local laws and in a manner consistent with the City's applicable standards and standard operating procedures.

1. Criminal background checks;
2. City code and ordinance enforcement;
3. Criminal street gang abatement;
4. Florida statute enforcement;
5. High-intensity preventative patrol;
6. Loitering abatement; and
7. Parking enforcement.

COMPENSATION

As compensation for the supplemental law enforcement services provided by the City under this contract, the Authority will pay to the City \$2,428.00 each month. Payment shall be made within 30 days from the

delivery of an invoice. Personnel costs for this contract are based on the hourly benefits and wages cost of an average sworn law enforcement officer employed by the City.

TERM

This Contract shall remain in effect beginning on October 1, 2014 and shall terminate on September 30, 2015.

ADMINISTRATION

Of the 80 hours each month the City agrees to provide supplemental law enforcement services to the Authority, five percent (5%) may be allocated for the proper administration of this agreement. Administration includes, but is not limited to, compiling an annual and semi-annual activity report for the Authority and payroll management.

REPORTS

The City agrees to provide the Housing Authority with the following reports:

1. The City shall transmit reports of incidents and offenses occurring at the Grove Manor public housing complex to the Authority monthly.
2. The City shall transmit reports of incidents and offenses involving a resident or residents of the Grove Manor public housing complex monthly.
3. A semi-annual activity report of incidents and offenses occurring at the Grove Manor public housing complex shall be delivered to the Authority no later than April 30, 2015.
4. An annual activity report of incidents and offenses occurring at the Grove Manor public housing complex shall be delivered to the Authority no later than September 30, 2015.
5. The City and Authority shall allow public access to all documents which have been made or received in conjunction with this contract in accordance with Chapter 119, Florida Statutes and Article 1, Section 24 of the Constitution of the State of Florida.

INDEPENDENT CONTRACTOR

The City shall provide services as an independent contractor and no provisions hereunder shall be construed otherwise. The law enforcement personnel and others performing services hereunder shall not be deemed personnel or employees of the Authority.

AGREED TO AND ACCEPTED.

City of Lake Wales:

By: _____ Date: _____

Eugene Fultz, Mayor

Lake Wales Housing Authority

By: _____ Date: _____

Albert Kirkland, Executive Director