



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/6/2025

File ID: TMP-6184

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville, Alabama, and the Huntsville Housing Authority for the provisions of alternate police services.

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: 0

Total Cost: 140,000.00

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This is the same contract we sign every year with the Huntsville Housing Authority.

RESOLUTION NO. 25-_____

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 “Contract for the Provision of Supplemental Police Services by and between Huntsville Housing Authority and the City of Huntsville, Alabama”, consisting of ten (10) pages, and the date of November 6, 2025, 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 of the City of Huntsville, Alabama.

ADOPTED this the 6th day of November, 2025.

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

APPROVED this the 6th day of November, 2025.

Mayor of the City of
Huntsville, Alabama

RESOLUTION NO.

**HUNTSVILLE HOUSING AUTHORITY
CONTRACT FOR THE PROVISION OF
ALTERNATE POLICE SERVICES**

This Contract for the Provision of Supplemental Police Services (hereinafter called Contract), by and between Huntsville Housing Authority (hereinafter called the Authority) and the City of Huntsville, Alabama (hereinafter called the City) is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the City for additional police services to create a drug-free 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, the Authority and the City agree as follows:

**ARTICLE I
Scope of Services**

SECTION I: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by City police and civilian employees (hereinafter referred to as Assigned Personnel) under this Contract are **above baseline** police services for public housing developments. The City agrees that it will not reduce its current level of police services to the public housing developments.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to the following:

- A. The City, by and through its police department, will provide a maximum of six (6) police officers and one police supervisor to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules (Article II) specified in this Contract. 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 procedures.
- B. The City agrees that the police department will employ a community-policing concept which includes face-to-face, outside vehicle contacts with residents and that the police department will assist in developing or enhancing crime prevention programs in the public housing communities.

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- C. The City agrees to maintain a police patrol presence by continuing to assign police officers to targeted areas during specific periods of time identified by the City and the Authority as high crime or high workload periods (directed patrol).
- D. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses for the Authority's administrative grievance procedures, eviction hearings, or other civil or court proceedings where the issues include criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.
- E. 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 Contract, the appropriate police department Commander or Supervisor will meet with management representatives of the Authority on a routine basis. These quarterly meetings are for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. Assigned Personnel will attend resident group meetings for the targeted development that they are assigned. The Liaison Officers will attend the City-Wide Resident Association meeting.
- F. The City agrees that a policy manual exists to regulate police officers' conduct and activities. The police department has a signed receipt from each officer that he/she has received and understands the contents of the manual, and personnel have been trained on the regulations and orders within the manual.
- G. 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 Contract. Any motor vehicles, bicycles or other equipment requested from the City by the Authority will be furnished at the expense of and shall remain the property of the City. The Authority and City may mutually agree to lease equipment or vehicles. Items purchased with Authority funds will remain Authority property.
- H. The police department will provide training on community relations and interpersonal communication skills for the Assigned Personnel.
- I. The City agrees to provide to the Authority criminal background checks of proposed applicants for public housing. These reports will be provided to the authority within 7 days.
- J. The police department shall designate a Liaison Officer who will work in concert with the Executive Director of the Authority or that official's designee.

The Liaison Officer will cause the following duties to be performed:

1. Coordinate dissemination and processing of police and security reports (to include criminal mischief, i.e. graffiti), provide supervisory assistance, and resolve problems in carrying out the provisions of this Contract.

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2. Establish and maintain an ongoing line of communication with District Commanders and other police personnel.
3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director.
4. Initiate and monitor ongoing lines of communication with residents to effectively employ the community-policing concept and to address concerns raised by residents in a timely manner.
5. Coordinate security workshops and training seminars for identified residents.
6. Assist or advise the planning and implementation of other grant-funded security programs within the Authority.
7. Establish a clearly defined process for reporting non-emergency criminal activities.
8. Collect and provide workload data in public housing developments.

The prorated cost for these services shall be borne by the Authority.

- K. At all times, 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.
- L. The Assigned Personnel shall possess and maintain an Alabama Peace Officer Standards Training Commission (APOSTC) certification.

SECTION II: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority management staff, and Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities
 2. Community organization/mobilization against the causes of and precursors to crime
 3. Drug awareness and control
 4. Orientation and familiarization with the public housing communities for the assigned officers

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5. Orientation to the lease contract and lease compliance enforcement procedures and policies
- B. The Authority shall provide a quarterly assessment of the results achieved as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
- C. The City acknowledges that it has in place, and will continue to implement internal procedures to address complaints of residents or Authority personnel regarding performance of the City under this Contract. The City agrees to respond to Authority requests to investigate complaints as described above.
- D. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- E. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority.

ARTICLE II
Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:
 1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.
 4. With regard to the foregoing rules and regulations, the City's designated 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 Authority rule or regulation:

The resident and any visitors to Authority 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 Authority management.

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With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to remove any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

- C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.
- E. Except as designated in Article II (A) and (B) of this Contract, or by separate written agreement between the parties, the parties agree that police officers performing under this Contract do so as agents of the City, which is an independent contractor, and not as agents of the Authority.

ARTICLE III
Communications, Reporting, and Evaluation

A. Communications

Access to Information

It is agreed that the City police department will provide to the Authority copies of incident reports, arrest reports or other reports which document or 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 or will be established.

The use by Huntsville Housing Authority of any data, information, reports, or other documents furnished by the City of Huntsville and/or its police department shall be limited to those uses which are authorized by law.

In the event of any unauthorized use or disclosure, mishandling, or otherwise unlawful use of such data, information, reports, or other documents by the Huntsville Housing Authority, its officials, employees, or agents which results in whole or in part in a claim for damages or legal actions or other liabilities, the Huntsville Housing Authority, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and volunteers against all claims, damages losses and expenses, including but not limited to attorney's fees, liability, or consequential damages of any kind or nature.

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B. Reporting

1. Forms

The police department will require all alternate police units to complete a weekly log, as well as any appropriate police incident reports. These logs and reports will include, but not be limited to, data as follows:

- a. Hours worked
- b. Calls/requests for service
- c. Trespass List - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Weapons violations/seized

Such weekly logs and other appropriate police incident reports will be made available for review by the Authority upon request. Notwithstanding the above, the City will provide the Authority with incident/offense reports, arrest reports, and monthly statistical reports for all Authority property, broken down by each Authority development.

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers providing community-policing service.
2. Comparison of crime and workload in the targeted communities and criminal activity for the City of Huntsville.
3. Arrests (to include drug violations).
4. Vehicles impounded.
5. Community resident contacts.
6. Trespassers removed.

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7. Reported criminal activity.
8. Weapons seized.
9. Property stolen/recovered.
10. Community feedback.

It is further agreed that the City will provide comparable crime information for the City Part I Criminal Offenses as a whole to facilitate the evaluation of what proportion of activities city-wide occur on Authority property.

ARTICLE IV
Plan of Operations

- A. The City and the Authority may prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived)
 2. Staffing levels
 3. Responsibilities of key personnel
 4. Organization and resources
 5. Hours of operation to encompass schedules of major tasks and activities
 6. A plan addressing resident involvement during the term of this Contract
- B. The initial plan of operations is attached hereto as Appendix A and is incorporated by reference as if fully set out herein. It is understood that the Authority or the City may request reasonable modification to the initial plan of operations as it deems appropriate.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment of the plan of operations.

ARTICLE V
Term of the Contract

The Term of this Contract shall be from November 1, 2025, through October 31, 2026. The Authority shall have the option to extend the contract for additional one-year terms at the Authority's discretion, for a maximum of five years.

- A. All compensation to the City will be made on a cost reimbursement basis, except as otherwise agreed by the parties. The Authority will reimburse the City for services and reimbursable items specified in this Contract in a total amount not to exceed \$140,000.
- B. The funding from Capital Funds is allocated to the City in a total not to exceed \$140,000 for salaries to be utilized by the City of Huntsville Police Department during the term of the Contract.
- C. The Authority shall reimburse the City of Huntsville on a monthly basis, upon receipt of invoice specifying performance of the proposed services and evidence of authorized expenditures.
- D. The City shall provide the following documentation along with the invoice:

Monthly time sheet forms documenting names, employee identification numbers, hours worked in public housing development, and police grant manager certification of the report. The City acknowledges that all overtime work will have been verified and approved by the appropriate official. Verifications shall be made available for Authority review upon request.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VI
Funding Appropriation

The records of Huntsville Housing Authority, indicate and reserve that the funds to cover the associated costs and expenses of this Agreement will be made available.

ARTICLE VII
Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days' written notice to the City. Such notice shall be delivered by certified mail, return receipt requested, to the address specified in Article VIII.

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- B. The City may terminate this Contract upon the provision of thirty (30) days' written notice to the Authority. Such notice shall be delivered by certified mail, return receipt requested, to the address specified in Article VIII.

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States certified mail to the principal place of business of each of the parties hereto, as specified below:

Mr. Antonio McGinnis
Executive Director/CEO
Huntsville Housing Authority
P. O. Box 486
200 Washington Street
Huntsville, Alabama 35804

Huntsville Police Department
Attn: Chief Kirk Giles
P. O. Box 2085
815 Wheeler Avenue
Huntsville, Alabama 35804

RESOLUTION NO.

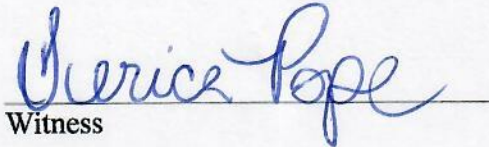
ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City of Huntsville. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Alabama.

This the 6th day of November, 2025.

HUNTSVILLE HOUSING AUTHORITY:

ATTEST:


Witness


Antonio McGinnis
Executive Director/CEO
Huntsville Housing Authority

THE CITY OF HUNTSVILLE, ALABAMA

ATTEST:

Shaundrika Edwards
City Clerk
City of Huntsville, Alabama

Tommy Battle
Mayor
City of Huntsville, Alabama

Kirk Giles
Chief of Police
City of Huntsville, Alabama