

## **SAFETY AND WELFARE AGREEMENT**

This agreement is by and between the **Jonesboro Urban Renewal and Housing Authority (JURHA)** and the **City of Jonesboro, Arkansas (City)**. Both parties acknowledge that they are public entities, are subdivisions of the State of Arkansas, and have duties regarding the safety and welfare of individuals within their overlapping jurisdiction. This agreement is entered into to provide better and more efficiently for the safety and welfare.

### **Recitals**

1. JURHA operates public housing developments and subsidized rental program within the City of Jonesboro, Arkansas, as well as related programs related to the housing needs of low-income individuals. JURHA desires to provide, to the maximum extent possible, drug-free and crime-free environments for the individuals it serves.

2. City is charged with the duty to provide for the safety of its citizens and to investigate and mitigate crime occurring within its jurisdiction.

3. Both parties acknowledge that a cooperative arrangement is essential to carry out their respective public obligations and that the purpose of this agreement is to maximize their ability to serve their patrons and citizens within the confines of their respective statutory and regulatory requirements.

### **Exchange of Information**

4. Both parties acknowledge the need to simplify and decrease the cost of the exchange of information between them. Both parties understand that the release of information, in certain instances, may be prohibited by law, regulation, or court order.

5. When requested by JURHA for the purpose of initiating an eviction or termination process against a tenant or assistance recipient, City agrees to furnish arrest and conviction information on the tenant or recipient involved. The information shall be requested and provided in a manner consistent with any applicable federal and state laws and regulations.

6. City agrees, to the extent that it knows, that it will notify JURHA of all crimes committed on JURHA property or committed by public housing residents. City also agrees, to the extent that it knows, that it will notify JURHA of all criminal activity that occurs on Public Housing property and / or Section 8/HCV properties.

7. JURHA shall cooperate with the City in criminal investigations by supplying information, without requiring court process, requested by City based upon the verification of an investigating Officer that the information sought is reasonably connected with the investigation of a specific crime. JURHA shall supply City with the names of individuals guilty of

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criminal activity as that term is defined under HUD regulations governing JURHA and who are evicted from public housing or have their housing assistance terminated because of that criminal activity. JURHA and City shall cooperate to share statistical information about crime rates, eviction or termination reasons, population, occupancy, demographic background and related matters without inclusion of individual names. JURHA will also provide the names of those who are banned from JURHA property.

### **Assistance**

8. City agrees that it will cooperate with JURHA to supply needed witnesses, without requiring court process, for JURHA's administrative or court proceedings where the testimony of those witnesses may be relevant to the issues involved.

9. City agrees that it will, upon notification and receipt of the written determination of JURHA, remove unauthorized or banned persons or vehicles from JURHA property. Vehicles will be removed at the expense of the owners. City further agrees to respond promptly to complaints by JURHA personally of persons disturbing the peace on or defacing JURHA property.

10. JURHA shall promptly notify City of an contraband, abandoned vehicles, illegal drugs or drug paraphernalia found on JURHA property, shall turn over same to City and shall cooperate to provide City reasonable access to investigate the facts and persons involved.

11. City agrees to conduct required criminal background checks for JURHA at no cost to JURHA. These background checks shall be used by JURHA in the applicant screening process and are not intended for any other purpose. Both parties understand and acknowledge that each separately has obligations to respect the privacy rights of individuals on whom checks are conducted and both agree to abide by these obligations.

### **Section 8/HCV**

The City will screen all applicants to the Section 8/HCV program 18 years of age and over, by name, date of birth and social security number and determine eligibility based on the following:

- Drug related activity (convictions) within the last five (5) years.
- Violent Criminal Activity (convictions) withing the last five (5) years.
- Lifetime Sex Offenders under a State registration requirement.
- Convictions of the production or manufacture of Methamphetamine in any location.

The methodology used for the screening and notification of eligibility will be agreed upon by both the Jonesboro Police Department and JURHA.

**Public Housing**

- The City will screen all applicants to the Public Housing program 18 years of age and over, by name, date of birth and social security number and determine eligibility based on the following:
  - Drug related activity (convictions) within the last five (5) years.
  - Violent Criminal Activity (convictions) withing the last five (5) years.
  - Lifetime Sex Offenders under a State registration requirement.
  - Convictions of the production or manufacture of Methamphetamine in any location.
  - Burglary within the last five (5) years.
  - Breaking or entering withing the last five (5) years.
  - More than three (3) convictions of public drunkenness withing the last five (5) years
  - Other activity that could endanger the life/safety of existing public housing residents within the last five (5) years.

The methodology used for the screening and notification of eligibility will be agreed upon by both the Jonesboro Police Department and JURHA.

**General**

12. Both parties acknowledge and understand that each of them is subject to federal and state laws and regulations and that these laws and regulations may, on occasion alter the practices of the parties under this agreement. However, the parties, to the maximum extent possible, agree to use this agreement to govern their cooperation to provide better for the safety and welfare of the patrons and citizens.

DATED this February 21, 2013.

**JONESBORO URBAN RENEWAL  
AND HOUSING AUTHORITY (JURHA)**

**CITY OF JONESBORO  
ARKANSAS (CITY)**

by 

Sharon Poe, Exectutive Director