

RESOLUTION NO. 10724

MOVED BY COUNCILPERSON: Arnone

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

A RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO EXECUTE AND TAKE NECESSARY ACTION TO EFFECTUATE AN AGREEMENT WITH THE JOHNSTOWN HOUSING AUTHORITY FOR THE PROVISIONS OF POLICE SERVICES FOR THE COOPERSDALE COMMUNITY, FULTON L. CONNOR TOWERS, LOUGHNER PLAZA, OAKHURST, PROSPECT, SOLOMON COMMUNITIES, TOWN HOUSE TOWER, AND VINE STREET TOWER AT A COST OF \$455,520.00 FOR CALENDAR YEAR 2025, \$482,413.20 FOR CALENDAR YEAR 2026, AND \$505,931.96 FOR CALENDAR YEAR 2027.

WHEREAS, The Johnstown Housing Authority (JHA) desires to purchase Police Services (Services) from the City of Johnstown (City) to patrol the areas of Coopersdale, Oakhurst, Prospect, and Solomon Communities, and Fulton L. Connor Tower, Loughner Plaza, Town House Tower and Vine Street Tower and,

WHEREAS, The JHA makes funds available from their Capital Fund Budget for patrol and drug elimination activities in the above-mentioned communities, towers and plaza, and,

WHEREAS, THE JHA agrees to pay the City \$455,520.00 for calendar year 2025, \$482,413.20 for calendar year 2026 and \$505,931.96 for calendar year 2027 for services identified in the attached contract for JHA properties in the City, be it,

RESOLVED THAT THE, City Council of the City of Johnstown, Pennsylvania hereby authorizes the City Manager to execute and take actions necessary to effectuate an agreement with the Johnstown Housing Authority for the provision of police services from the Johnstown Police Department to patrol areas known as the Coopersdale, Oakhurst, Prospect and Solomon Communities, as well additional police services for the Fulton L. Connor, Town House Tower, Vine Street Tower and Loughner Plaza.

RESOLUTION SECONDED BY COUNCILPERSON: Britt

Roll Call:

Mock			King			Clark			Janakovic			Britt			Arnone			Huchel		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
✓			✓			✓			✓			✓			✓			✓		

ADOPTED: November 12, 2025

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution No. 10724, as the same by the City Council of the City of Johnstown, Pennsylvania.

Frank Janakovic  
Frank Janakovic, Mayor or Rev. Sylvia King Dep. Mayor

Arturo Martynuska  
Arturo Martynuska, City Manager

# **AGREEMENT**

**January 1, 2025 – December 31, 2027**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January 2025 by the and between the JOHNSTOWN HOUSING AUTHORITY, a state agency, existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to Authority),

AND

**CITY OF JOHNSTOWN**, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, The Authority desires to implement management improvements to its community housing developments known as Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities all located within the City of Johnstown, County of Cambria and the Commonwealth of Pennsylvania: and,

**WHEREAS**, The City currently provides police protection to Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower as it requires pursuant to the local governmental Cooperation Agreement; and,

**WHEREAS**, the Authority is experiencing criminal and illegal drug activities in the Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities; and,

**WHEREAS**, the Authority wishes to fund for security activities at Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities: and,

**WHEREAS**, the Authority desires the implementation through the provision of additional hours of police protection and anti-drug measures be taken for the residents of Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities designed to prevent the abuse of drugs and alcohol among the residents of various communities; and,

**NOW, THEREFORE**, for and in consideration of the promises which are incorporated and the mutual promises, covenants, and agreements hereinafter set forth, the Authority and the City, with intent to be legally bound, agree as follows:

1. The City agrees that it will provide, for a period of three (3) years, beginning January 1, 2025, the City will provide police services twenty-four (24) hours a day, seven (7) days a week for Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities.
  - a. Officers would not be allowed to respond to calls outside Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities except in the case of extreme emergencies. This period of time would then be deducted from any payments to be made by the Authority to the City.
  - b. This will allow an officer to be available at all sites to take complaints immediately and respond to the resident's requests.
  - c. The Authority will make available an office at each community so that the police officer can be available to meet with the residents and take any complaints.
2. In consideration for the provisions of this Agreement for police services for Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities and for the performance of all other obligations undertaken by the City pursuant to this Agreement, the Authority agrees to pay the total sum paid over a three (3) year period as set forth hereafter:
  - a. Payments to the City pursuant to this Agreement shall cover eligible police services provided to the Authority by the City Police Department pursuant to Section 1, and subsection (a) (b) and (c) of Section 1 of this Agreement.
  - b. 2025 monthly installments at \$37,960.00 per month with the total cost being \$455,520.00 for the year.
  - c. 2026 monthly installments at \$40,201.10 per month with the total cost being \$482,413.20 for the year.
  - d. 2027 monthly installments at \$42,494.33 per month with the total cost being \$509,931.96 for the year.
  - e. Installments beginning January 1, 2025, and on the 10<sup>th</sup> of each month thereafter, in consideration for all additional police services and all Fund eligible services provided by the City between January 1, 2025 and December 31, 2027.
  - f. The first installment shall be made in the amount of \$227,760.00 for the period of January 1, 2025, to July 1, 2025. Thereafter the monthly payments will be based upon services provided each month. If payment is not made within thirty days, a ten (10) percent late fee will be applied every month not paid.
3. The City will have the affirmative obligation of documentation to the Authority that the services are Fund eligible and that no part of any payment made by the Authority pursuant to this Agreement are used for payment of policy liability insurance or any type

of equipment used in law enforcement. Payments to the City pursuant to this agreement shall be used by the City in compliance with the provisions of the Comprehensive Grant Handbook.

4. It is agreed between the Authority and the City that the meetings between a representative of the Authority and the Chief of Police or designee of the City Police Department will be held as needed or by the request to review the operation and implementation of this Agreement.
5. If, after the end of the three (3) year, funds are still available from HUD to the Authority and the City continues to perform under this Agreement and agrees to a continuation of this Agreement, the Authority will renew the Agreement as long as the funds are available. The cost will be negotiated at that time.
6. The City shall implement a procedure sufficient to accurately document any additional police services provided. Such procedure shall include daily preparation of time sheets and written work assignments. The City will provide the Authority with a monthly report of the hours charged against the payments made by the Authority. The aforementioned documentation must be submitted with the monthly invoice by the 10<sup>th</sup> day of the month.
7. Between the dates these reports are due, the Authority shall have the right to inspect all time sheets and work assignments and other documentation, upon twenty-four (24) hour notice to the City.
8. The City's additional hours of police services at Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities to be provided pursuant to this Agreement will include but shall not be limited to:
  - a. Foot patrol;
  - b. Monitoring of parking and other areas believed to be sites for illegal drug transactions;
  - c. Undercover surveillance and investigation, to be provided in order to identify and bring to prosecution individuals conducting illegal activity;
  - d. Patrol by vehicle;
  - e. Drug prevention; and
  - f. Court appearances.
9. The City will share information obtained pursuant to this Agreement with the state police or other law enforcement agencies engaged in enforcement of illegal drug activity and other criminal activities.
10. The City shall be required to share information obtained pursuant to this service provided under this Agreement with the Authority management as to particular housing units and individuals observed to be conducting illegal activities at Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities. This information shall include, but not limited to, activities which constitutes lease violations or criminal violations.

11. The City's Police Officers shall have full police powers and are to be fully certified, trained, properly equipped, and uniformed: they are to be employees of the City, which will supervise and direct its officers.
12. The City shall carry public liability, workmen's compensation, unemployment compensation and vehicle liability insurance and such other necessary insurance.
13. The City's Police Officer shall be available as witnesses and give testimony in judicial hearings.
14. The City shall maintain and retain for inspection accurate books, records, and documents that pertain to costs, labor and expenses, and be in such detail to reflect all expenditures incurred under this agreement; such books, records and documents shall be kept in accordance with generally accepted accounting principles and be preserved for at least three (3) years beyond expiration of the Agreement.
15. If the City defaults in the performance of this Agreement or materially breaches any of its provisions, the Authority shall have the option to terminate this Agreement, and the City must provide monetary restitution for ineligible expenditures.
16. The Authority must give written notification of its election to terminate and of restitution due by registered or certified mail to the City.
17. This Agreement will be terminated by the City in the event that the Authority has failed to pay any installments due under this Agreement for a period in excess of ten (10) days from the date the installment was due, by giving thirty (30) days written notice of intention to terminate to the Authority. Such notice shall be given by registered or certified mail to the Authority. Termination will not take effect, and the City shall be required to be obligated to perform under this Agreement, until the Authority fails to make all the required payments within thirty (30) days of receipt of the Notice of Intention to Terminate.
18. It is understood by the parties that no agency relationship exists in regard to law enforcement services provided pursuant to this Agreement, and the City remains solely responsible for the actions of its police department in the performance of the services rendered hereunder.
19. It is acknowledged by the parties that this Agreement shall not become effective until it is approved by the United States Department of Housing and Urban Development (HUD). The purpose of this agreement is to provide police services to Prospect, Oakhurst, Oakhurst Extension, Solomon, Coopersdale, Vine Street Towers, Fulton I. Connor Tower, and Town House Tower communities of the Johnstown Housing Authority. In the event that funding is reduced, eliminated, or otherwise terminated by HUD during the term of this Agreement, the Authority may elect to terminate this Agreement, effective after sixty (60) days' written notice and verification to the City of the reduction, elimination, or termination of the funding payments. The Authority shall be liable to the City in compliance with this Agreement up to the date the termination is effective.

20. This Agreement contains the entire understanding of the parties with respect to the matters of police services provided by the police department of the City. No other agreement, statement, or promise made by any party, or any employees, officer, or agent of any party, which is not contained in this Agreement shall be binding and/or valid.
21. If any term, provision, covenant or conjunction of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
22. The validity of this Agreement, and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.
23. Any notice to be given hereunder by either party or to the other shall be in writing or registered or certified mail. Notice to be sent to the City of Johnstown, 401 Main Street, Johnstown, Pa 15901, and the Authority at 501 Chestnut Street, Johnstown, Pa 15096.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the  
City of Johnstown and the Johnstown Housing Authority at Johnstown,  
Pennsylvania, with the intent to be legally bound.

ATTEST:

JOHNSTOWN HOUSING AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_

Michael P. Alberts  
Executive Director/  
Contracting Officer

ATTEST:

CITY OF JOHNSTOWN

By \_\_\_\_\_

By \_\_\_\_\_

Arturo Martynuska  
Johnstown City Manager