



Yolo County Housing

Lisa A. Baker, Executive Director

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BOARD OF COMMISSIONERS

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DATE: July 3, 2008
TO: YCH Board of Commissioners
FROM: Lisa A. Baker, Executive Director
PREPARED BY: Brenda Lomeli-Rocha, Public Housing Supervisor
SUBJECT: Memorandum of Understanding with the Yolo County Sheriff's Department

RECOMMENDED ACTIONS:

That the Board of Commissioners:

1. Review, adopt and implement the Memorandum of Understanding between Yolo County Housing and the Yolo County Sheriff's Department effective immediately.

BACKGROUND / DISCUSSION

The Department of Housing and Urban Development ("HUD") requires public housing authorities to track, report and work to prevent crime. In accordance with 24 CFR Part 902.43, public housing authorities are also required to enter into cooperative agreements with local law enforcement agencies in order to ensure that developments are safe environments for residents. A strong partnership with local law enforcement can benefit both agencies and prevent incidents from becoming a continuing problem. Through mutual support, both agencies can work together at decreasing crime in public housing.

In accordance with this requirement, staff at Yolo County Housing have been in communication with the Sheriff's department, as well as with the police departments of each of the cities in which we have public housing rental units. As a result, we now have a draft Memorandum of Understanding (MOU) before you between the Sheriff's department and the YCH. Other MOU's are in process and staff hopes to be able to bring additional MOU's to the Board for adoption in the near future.

Fulfilling our MOU obligations is a task outlined in the Memorandum of Agreement (MOA) with HUD and will result in additional points for the Agency in the Public Housing Assessment System (PHAS).

FISCAL IMPACT

Not adopting the attached MOU with the Sheriff's by resolution would result in continued point reduction in PHAS and would have future funding impacts which are unknown at this time.

CONCLUSION

Staff recommends approving by resolution the Memorandum of Understanding between the YCH and the Yolo County Sheriff's Department to avoid HUD sanctions, comply with HUD regulations and to maximize PHAS points.

**BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUNTY OF YOLO,
STATE OF CALIFORNIA**

RESOLUTION NO. _____

**(Adopting the Memorandum of Understanding between Yolo County
Housing and the Yolo County Sheriff's Department)**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires public housing authorities to track, report and work to prevent crime in order to ensure that developments are safe environments for residents;

WHEREAS, public housing authorities are graded under the Public Housing Assessment System (PHAS) Sub-Indicator 5: Security, S10200 on their adoption and implementation of a current cooperative system for tracking and reporting crime to local police authorities in accordance with 24 CFR Part 902.43;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED, AND ORDERED as follows: the Board of Commissioners of the Housing Authority of the County of Yolo hereby adopt by resolution the Memorandum of Understanding between the YCH and the Yolo County Sheriff's.

EFFECTIVE DATES: This resolution shall take effect and be implemented from and after the date of its adoption.

PASSED AND ADOPTED, by the Board of Commissioners of the Housing Authority of the County of Yolo, County of Yolo, State of California, this 3rd day of July 2008 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael H. McGowan, Chair
Board of Commissioners of the
Housing Authority of the County of Yolo

Approved as to Form:

By: _____
Daniel Cederborg, Agency Counsel

Attest:
Ana Morales, Clerk
Yolo County Housing Commission

By: _____
Deputy

**YOLO COUNTY HOUSING
AGREEMENT NO. _____**

**Memorandum of Understanding
Between
Yolo County Housing
And
Yolo County Sheriff's Department**

This Memorandum of Understanding ("MOU") is made this _____ day of _____, 2008, and establishes a cooperative agreement between the Housing Authority of the County of Yolo (hereinafter referred to as "Yolo County Housing" or "YCH") and the Yolo County Sheriff's Department (hereinafter referred to as the "Department" or "YCSD").

I. MISSIONS

- A. YCH mission: Working together to provide quality affordable housing and community development services for all.
- B. YCSD mission: The mission of the Yolo County Sheriff's Department is to uphold the law through the investigation and enforcement of criminal and civil law; to provide leadership and law enforcement assistance to allied law enforcement agencies; to deliver consistent and humane treatment to those placed in our care and custody; to perform these responsibilities in a manner that is responsive to the needs of our community and is faithful to the Constitution of the United States and the Constitution of the State of California.

II. PURPOSE

The Department of Housing and Urban Development ("HUD") requires Public Housing Authorities ("PHA") to track, report and work to prevent crime. In accordance with 24 CFR Part 902.43, PHA's are also required to enter into cooperative agreements with local law enforcement agencies in order to ensure that developments are safe environments for residents. A strong partnership with local law enforcement can benefit both agencies and prevent incidents from becoming a continuing problem. Through mutual support, both agencies can work together at decreasing crime in public housing.

III. DISCLOSURE OF INFORMATION

- A. As required by law or regulation, YCH will comply, on a case-by-case basis, with information requests from YCSD regarding possible fugitive felons and/or parole or probation violators. YCH will supply, upon legitimate request by YCSD, the following information of any recipient of assistance:
 - 1. Current address;
 - 2. Social Security number;
 - 3. Photograph (if applicable).

- B. Information requests by YCSD to YCH shall be submitted:
 - 1. In writing, and
 - 2. On YCSD letterhead, and
 - 3. Signed by the requesting officer and his/her immediate supervisor; and
 - 4. Provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification.

IV. RESPONSIBILITIES

- A. Yolo County Housing shall:
 - 1. Screen applicants and deny admission as directed by HUD if the applicant:
 - (a) was evicted from assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity; or
 - (b) has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing; or
 - (c) the YCH determines an applicant is illegally using a controlled substance; or
 - (d) the YCH has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - (e) is subject to a lifetime registration requirement under a state sex offender registration program.

2. Appropriately evict a public housing resident who:
 - (a) has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing; or
 - (b) engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - (c) engages in any drug-related criminal activity on or off the YCH's property ; or
 - (d) the YCH determines is illegally using a controlled substance, or the resident abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - (e) has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
3. Enforce lease and house rules.
4. Tow unregistered, inoperable, and abandoned cars.
5. Abate graffiti within twenty-four (24) hours.

B. Yolo County Sheriff's Department shall:

1. Provide permissible crime data to public housing staff for analysis and action.
2. Cooperate in eviction cases as needed when law enforcement has responded to the residence for service.
3. Meet with YCH residents as needed to address community concerns and strategize methods of reducing crime on YCH property.
4. Regularly schedule meetings as needed between YCH staff and YCSD officers, particularly between YCH property "beat" officers who will communicate directly with YCH property managers.

V. TERM

The term of this MOU is for a period of three (3) years from the effective date of this MOU, and it may be extended upon written mutual agreement of the parties. The MOU shall be reviewed as necessary to ensure that it is fulfilling its purpose and to make any necessary revisions.

VI. TERMINATION

Either party may terminate this MOU upon thirty (30) days written notice to the other party without penalties or liabilities.

VII. NOTICE

A. During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To Yolo County Housing:

Yolo County Housing
Attention: Executive Director
147 W. Main Street
Woodland, CA 95695
Telephone No.: (530) 662-5428
Fax No.: (530) 662-5429

To Yolo County Sheriff's Department:

Yolo County Sheriff's Department
Attention: Yolo County Sheriff
2500 East Gibson Road
Woodland, CA 95776
Telephone No.: (530) 668-5280
Fax No.: (530) 668-5273

B. Any party may change the address to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

VIII. INDEMNIFICATION

YCH shall indemnify, defend and hold harmless the Yolo County Sheriff's Department, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this MOU by the Yolo County Sheriff's Department and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of the Yolo County Sheriff's Department, its officers, agents, subcontractors, employees or volunteers. The Yolo County Sheriff's Department shall indemnify, defend and hold harmless the YCH, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this MOU by YCH and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of the YCH, its officers, agents, subcontractors, employees or volunteers.

IX. AUTHORIZATION


The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

YOLO COUNTY HOUSING:

By _____ Date _____
Lisa A. Baker
Executive Director
Yolo County Housing

YOLO COUNTY SHERIFF'S DEPARTMENT:

By  _____ Date 6/16/08
Ed Prieto
Yolo County Sheriff
Yolo County Sheriff's Department

Attachments: Terminating Assistance to Tenants (Evictions):