

**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 _____, 2009, 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"), such as YCH, 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. Except upon a showing of compelling (i.e. emergency) circumstances affecting the health or safety of an individual, all information requests by YCSD to YCH shall be submitted:

1. In writing; and
2. On YCSD letterhead; and
3. Signed by the Yolo County Sheriff, or other designee(s) permitted by law; and
4. Identify the record desired and the law enforcement activity for which the record is sought.

IV. RESPONSIBILITIES

A. Yolo County Housing shall:

1. Screen public housing applicants and deny admission to applicants in accordance with and as permitted by law.
2. In its sole discretion, evict a public housing resident as permitted by law.
3. Enforce lease and house rules.
4. Tow unregistered, inoperable, and/or abandoned cars in accordance with and as permitted by law.
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. After being served a lawful subpoena, testify in eviction cases as needed when law enforcement has responded to the residence for service.

3. Work with YCH staff to foster neighborhood watch groups on YCH property and meet with YCH residents as needed to address community concerns and strategize methods of reducing crime on YCH property.
4. Attend 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

This MOU is for a period of three (3) years from its effective date, 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 County of Yolo, 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 County of Yolo, the Yolo County Sheriff's Department, its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of the County of Yolo, 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, 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 

Ed Prieto
Yolo County Sheriff
Yolo County Sheriff's Department

1-8-09

Date