



# **Yolo County Housing**


**Lisa A. Baker, Executive Director**

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## BOARD OF COMMISSIONERS

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DATE: May 7, 2009  
TO: YCH Board of Commissioners  
FROM: Lisa A. Baker, Executive Director   
PREPARED BY: Brenda Lomeli-Rocha, Public Housing Supervisor  
SUBJECT: **Review and Approve Resolution Adopting Memorandum of Understanding with the West Sacramento Police Department**

### **RECOMMENDED ACTIONS:**

That the Board of Commissioners:

1. Review and approve resolution adopting Memorandum of Understanding (MOU) between Yolo County Housing and the West Sacramento Police Department ; and
2. Authorize the Executive Director to execute the MOU; and
3. Authorize the Executive Director to implement 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.

YCH, the City of West Sacramento and Legal Services of Northern California have worked together to create the Memorandum of Understanding (MOU) that will meet state and federal requirements and allow for improved information sharing between the City and the YCH while respecting the rights of our residents. The proposed MOU has been reviewed by legal counsel for the Agency and executed by the City of West Sacramento.

**FISCAL IMPACT**

Not executing the attached MOU with the West Sacramento Police Department would result in non-compliance with the requirements of the Agency's Memorandum of Agreement (MOA) with HUD for improved operations and continued point reduction in Public Housing Assessment System (PHAS) and would have negative funding impacts which are unknown at this time.

**CONCLUSION**

Staff recommends that the Board adopt and implement the Memorandum of Understanding between the YCH and the West Sacramento Police Department to avoid HUD sanctions, comply with HUD regulations and to maximize PHAS points.

**YOLO COUNTY HOUSING**

**RESOLUTION NO. \_\_\_\_\_**

**(Resolution Adopting the Memorandum of Understanding between Yolo County Housing and the City of West Sacramento Police 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; and

**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, BE IT RESOLVED, ORDERED AND FOUND** by the Board of Commissioners of the Housing Authority of the County of Yolo, as follows:

1. The forgoing recitals are true and correct.
2. The Board of Commissioners hereby adopts by resolution the Memorandum of Understanding between the Housing Authority of the County of Yolo and the West Sacramento Police Department.

**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, State of California, this 7<sup>th</sup> day of May 2009, by the following vote

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Helen M. Thomson, Chair  
Board of Commissioners of the  
Housing Authority of the County of Yolo

Approved as to Form:

Agency Counsel

By \_\_\_\_\_  
Sonia Cortes

Attest:

Ana Morales, Clerk

Board of Commissioners of the  
Housing Authority of the County of Yolo

By \_\_\_\_\_  
Deputy

YOLO COUNTY HOUSING  
AGREEMENT NO. \_\_\_\_\_

**Memorandum of Understanding  
Between  
Yolo County Housing  
And  
The West Sacramento Police 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 West Sacramento Police Department (hereinafter referred to as the "Department" or "WSPD").

I. MISSIONS

- A. YCH mission: Working together to provide quality affordable housing and community development services for all.
- B. WSPD mission: The West Sacramento Police Department, in partnership with the community, will strive to protect and improve the quality of life in West Sacramento, providing leadership through open communication, fair and dignified service, and interactive problem solving.

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 WSPD regarding possible fugitive felons and/or parole or probation violators. YCH will supply, upon legitimate request by WSPD, 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 WSPD to YCH shall be submitted:

1. In writing; and
2. On WSPD letterhead; and
3. Signed by the Chief of Police, 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. West Sacramento Police 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 WSPD 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 West Sacramento  
Police Department:

West Sacramento Police  
Department  
Attention: Chief of Police  
550 Jefferson Boulevard  
West Sacramento, CA 95605  
Telephone No.: (916) 617-4900  
Fax No.: (916) 373-0517

- 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 (5<sup>th</sup>) day following deposit in the United States mail.

VIII. INDEMNIFICATION

YCH shall indemnify, defend and hold harmless the City of West Sacramento, the West Sacramento Police 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 City of West Sacramento, the West Sacramento Police Department, its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of the City of West Sacramento, the West Sacramento Police Department, its officers, agents, subcontractors, employees or volunteers. The City of West Sacramento and the West Sacramento Police 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



