

AGENDA ITEM NO. 1F  
COUNCIL MEETING 06/24/08  
APPROVED BY \_\_\_\_\_

DEPARTMENT DIRECTOR [Signature]  
CITY MANAGER AT [Signature]

June 24, 2008

FROM: JERRY DYER, Chief of Police  
Police Department

BY: RANDY DOBBINS, Captain  
Southeast Policing District

SUBJECT: AUTHORIZE THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF FRESNO HOUSING AUTHORITY AND THE POLICE DEPARTMENT FOR THE HUD CAPITAL FUNDING GRANT PROGRAM AND ADDITIONAL SECURITY AND PROTECTION SERVICES FOR PUBLIC HOUSING GRANT, AND AUTHORIZE THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT AND REQUIRED PROGRAM DOCUMENTS

**KEY RESULT AREA**

Public Safety

**RECOMMENDATIONS**

It is recommended that Council authorize the renewal of an agreement between the City of Fresno Housing Authority and the Police Department for the HUD Capital Funding Grant Program and authorize the Chief of Police to execute the agreement and required program documents. This project was previously approved by Council in FY 2007. The agreement will continue through June 2009.

**EXECUTIVE SUMMARY**

The City of Fresno Housing Authority has made funding available for Community Service Officers at various housing complexes. Funding under this project provides a maximum of \$130,000 for 12 months for personnel costs and supplies. As a requirement for these funds, an agreement/MOU has been established by and between the City of Fresno, Police Department, and the City of Fresno Housing Authority to provide two Senior Community Service Officers (CSOs) at the Housing Authorities housing complexes located in southwest and central Fresno, Sequoia Courts, Sierra Plaza, Fairview Heights Terrace, Sequoia Courts Terrace, Sierra Terrace, Yosemite Village, DeSoto Gardens 1 and 2, Mariposa Meadows, Cedar Courts, Cedar Courts II, and Inyo Terrace. The agreement/MOU details the project activities. The City of Fresno Housing Authority agrees to pay the full sum, on a quarterly basis, through the term of the agreement. Council approval is needed to authorize renewal of the contract for services.

**KEY OBJECTIVE BALANCE**

The HUD proposal best balances the three Key Objectives of Customer Satisfaction, Employee Satisfaction and prudent Financial Management by maintaining additional resources with no impact on the General Fund. Residents in HUD locations are served directly by the personnel, which also serves to reduce police calls for service in these areas, freeing officers' time to focus on proactive policing.

Presented to City Council  
Date 6/24/08  
Disposition rec. approved

## **BACKGROUND**

The primary mission of the Fresno Police Department is to reduce crime and safeguard the lives and property of the people it serves. The Department recognizes and holds sacred the trust and confidence the community has placed in it to maintain a safe city with low levels of crime, violence, and improve the quality of life in Fresno. Since the mid-'90s, the Fresno Police Department has received funding from the City of Fresno Housing Authority to enhance local law enforcement capabilities through Community Oriented Policing techniques, specifically targeting public housing. Community policing calls for greater citizen responsibility and creates opportunity for residents in public housing areas to contribute to public safety in and around their neighborhoods. At the same time, community policing enhances police professionalism by giving officers the skills, technology, and motivation to develop innovative solutions for crime-related community problems.

The City of Fresno Housing Authority and the Police Department continue to work together to improve the quality of life for public housing communities. Many studies indicate a police presence and active enforcement play pivotal roles in the reduction of violent crime and an improved feeling of safety within the community.

## **FISCAL IMPACT**

There is no fiscal impact to the General Fund. Police personnel costs will be paid through an agreement with the City of Fresno Housing Authority.

RD:CT:pgh  
06/11/08

Attachment: Agreement

IF  
6/24/08

AGREEMENT BETWEEN CITY OF FRESNO  
AND  
HOUSING AUTHORITY OF THE CITY OF FRESNO  
(Regarding HUD Capital Funding Grant Program and  
Additional Security and Protection Services for Public Housing)

THIS AGREEMENT is entered into effective the 1<sup>st</sup> day of **July, 2008**, by and between the Housing Authority, City of Fresno, hereinafter called "Housing Authority," and the City of Fresno, California, municipal corporation, hereinafter called the "City."

RECITALS

WHEREAS, the CITY provides local law enforcement services within the jurisdiction of the Housing Authority; and

WHEREAS, the Housing Authority variously provides public housing services and activities for residents of City; and

WHEREAS, the Housing Authority is funding the services provided for in this Agreement through the Public Housing Capital Fund Program, referred to hereafter as "Capital Program " which program and award documents are incorporated herein by this reference: and

WHEREAS, the Housing Authority warrants that Capital Program makes available funding to reimburse local law enforcement for additional security and protection services provided in pursuit of the Public Housing program supported by the Housing Authority; and

WHEREAS, the parties are desirous of entering this Agreement that provides terms and conditions where under the Housing Authority shall utilize the Capital Program funds to reimburse City for additional law enforcement security and protective services provided by City under the Capital Program and related activities; and

WHEREAS, performance of the services by City will be of benefit to City and in the public interest.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, it is mutually agreed as follows:

1. Scope of Services.

City agrees to provide the following crime prevention services in accordance with and pursuant to the Capital Program and this Agreement, subject to all applicable Constitutional and local law requirements:

- (a) Capital Program related crime prevention and community education services at the following of Housing Authority's' housing complexes located in southwest and southeast Fresno:

Sequoia Courts (CAL 6-2), Sierra Plaza (CAL 6-3), Fairview Heights Terrace (CAL 6-4), Sequoia Courts Terrace (CAL 6-5), Sierra Terrace (CAL 6-6), Yosemite Village (CAL 6-10), DeSoto Gardens 1 and 2 (CAL 28-38 and CAL 6-26), Mariposa Meadows (USDA Rural Development), Cedar Courts (CAL 6-8), Cedar Courts II (CAL 6-9B), Inyo Terrace (CAL 6-16), hereinafter collectively called the "Target Areas."

- (b) Capital Program services shall be provided through the full-time assignment to the Target Areas of two (2) Senior Community Service Officers, for the funded period not to exceed twelve (12) months commencing **July 1, 2008**, and ending **June 30, 2009**. On an as needed basis, Capital Program services may also be provided to Housing Authority complexes outside of the "Target Areas," with the approval of the Senior Community Service Officer's District Commander.
- (c) Specific duties to be performed by the Community Service Officer(s) under this Agreement are to include the following:
- (i) Submission of weekly activity reports to the Housing Services District Manager;
  - (ii) Referral of resident/victims to support services;
  - (iii) Performance of community education and crime prevention activities, including the presentation of workshops on vehicle theft, home security, fire safety, child safety and gang and drug awareness.

2. Reimbursement to City for Grant Related Activities.

For the aforementioned services, the Housing Authority agrees to reimburse City for costs incurred by City hereunder, in an amount not to exceed **\$130,000**, for the period beginning **July 1, 2008** and ending **June 30, 2009** to include salary and fringe benefits for two (2) Senior Community Service Officers (CSO), for CSO and Officer overtime, and for other allowable purchases as outlined in OMB Circular A-87. Included in the above amount, each Community Service Officer shall be provided with \$100.00 per month (not to exceed \$1,200.00 per officer, per year) for community outreach services and social events related to the residents of the housing complexes listed in Section 1(a), above. City will bill the Housing Authority on a quarterly basis. Payment of any bill shall be contingent on receipt of the above referenced weekly reports and completion of described activities.

3. Term.

The term of this Agreement shall commence on **July 1, 2008** and shall end on **June 30, 2009**, subject to earlier termination as provided herein.

4. Termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately by either the Housing Authority or City upon the other party's default that is not cured within 30 days of receiving written notice thereof, by giving written notice to the other party of the termination. Such termination shall be subject to obligations due and owing on the date of termination. This Agreement shall automatically terminate upon the non-authorization of the Community Service Officer positions hereunder by the City Council.

5. Compliance with Governing Law.

The services provided by the City under this Agreement are over and above the City's budgeted positions. The parties agree that Capital Program funds shall not be used to replace funds of, or positions otherwise funded by, City.

As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Capital Funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

City agrees to provide any substantiation and support for services, fees, costs and expenses upon the reasonable request of the Housing Authority for a period of not less than three (3) years after final payment. Records of City's expenses pertaining to the services shall be kept on a generally recognized accounting basis and shall be available to Housing Authority or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment. In addition, all books, documents, papers, and records of City pertaining to the services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

6. Capacity of City.

In rendering the aforesaid services, it is mutually understood and agreed that City, its agents and employees, shall at all times be acting and performing independently and not as employees of the Housing Authority. The Community Service Officers shall at all times be under the direction and control of and must report to the Chief of Police of the City of Fresno Police Department. Nothing in this Agreement and nothing in the course of dealings between the Housing Authority and City shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship. City, and City's employees and agents, shall not be treated by the Housing Authority as employees of the Housing Authority for any purpose including, but not limited to, laws providing for Social Security taxes and benefits, state or federal unemployment compensation taxes, state or federal income tax withholding or worker's compensation benefits. City agrees that it has sole responsibility to pay Social Security, State Disability Insurance, Worker's Compensation Insurance and all other wages and benefits applicable to its employees. City further agrees to hold the Housing Authority harmless for any and all claims made with regard to such matters.

7. Indemnification and Insurance.

City shall indemnify, hold harmless and defend the Housing Authority and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the Housing Authority or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

The Housing Authority shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the Housing Authority or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of the Housing Authority or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and the Housing Authority or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter. This section shall survive termination or expiration of this Agreement.

It is understood and agreed that City and the Housing Authority maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

8. Attorney's fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

9. Precedence of Documents.

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over terms and conditions expressed within any exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

10. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11. Binding.

Once this Agreement is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assignees, transferees, agents, servants, employees and representatives.

12. Assignment.

There shall be no assignment by either party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assignees, shall be null and void unless approved in writing by the other party.

13. Waiver.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

14. Governing Law and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the

enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

15. Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

16. Severability.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

17. Interpretation.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

18. No third Party Beneficiaries.

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in the Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest on any third parties.

19. Exhibits.

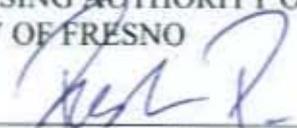
Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.

20. Entire Agreement.

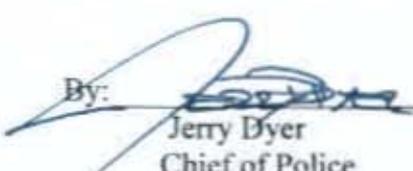
It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF the parties have caused their authorized agents to execute this Agreement at Fresno, California the day and year first above written.

HOUSING AUTHORITY OF THE  
CITY OF FRESNO

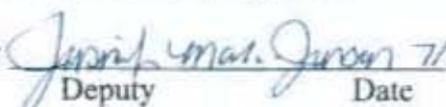
By:  4/6/10/08  
Preston Prince Date  
Executive Director

CITY OF FRESNO

By:  7/19/08  
Jerry Dyer Date  
Chief of Police

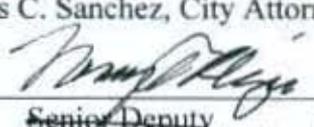
ATTEST:

Rebecca E. Klisch, City Clerk

By:  7/10/08  
Deputy Date

APPROVED AS TO FORM:

James C. Sanchez, City Attorney

By:  6-11-08  
Senior Deputy Date  
Nancy A. Alger  
Senior Deputy

Addresses:

Housing Authority of the City of Fresno  
Attention: Preston Prince,  
Executive Director  
1331 Fulton Mall  
Fresno, CA 93721

City of Fresno Police Department  
Attention: Randy Dobbins  
Southeast District Commander  
2323 Mariposa Mall  
Fresno, CA 93721