

**SERVICES AGREEMENT
FOR FISCAL YEARS 2019-2020 AND 2020-2021
BY AND BETWEEN
CITY OF ALAMEDA
AND
HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

This Services Agreement ("Agreement") is made by and between the City of Alameda, a municipal corporation ("City") and the Housing Authority of the City of Alameda, a public body, corporate and politic ("Authority") effective July 1, 2019 ("Effective Date").

Recitals

- A. In August 1940, the Alameda City Council adopted a resolution to create the Housing Authority of the City of Alameda. For nearly 75 years, the Authority has met the housing needs of low-income residents.
- B. On March 20, 2012, the Alameda City Council took action to establish the Authority as an entity separate from the City, governed by an independent Board of Commissioners ("Board") appointed by the Mayor and managed by an executive director reporting to the Board.
- C. The Authority builds, owns and manages affordable housing and manages and implements affordable housing programs within the City of Alameda, which may be funded by the United States Department of Housing and Urban Development, the State of California and other local funds. The Authority employs people, who are not City employees and not entitled to any City-sponsored benefits. The Authority offices at 701 Atlantic Avenue, Alameda, are separate from City offices.
- D. The City is the recipient of certain federal funds that may be used exclusively for the purposes of community development and affordable housing programs and projects. The City also receives revenue through the payment of In-Lieu fees and Affordable Housing Unit fees that may be used only for affordable housing related purposes.
- E. The City has determined that it can best serve the needs of the citizens of Alameda with respect to provision of community development and affordable housing related services by contracting with the Authority to manage and implement services as set forth below.
- F. The Authority is willing to provide management and implementation of said services in exchange for the consideration set forth below.
- G. The Authority is also desirous of continuing to obtain additional services from the Alameda Police Department to ensure safety at its housing developments and the City is willing to provide such additional police services in exchange for the consideration set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth below, the adequacy of which is mutually acknowledged, the parties agree as follows:

Agreement

1. **Term of Agreement**

This Agreement commences as of the Effective Date and terminates on June 30, 2021.

2. **Housing Services Defined**

Housing services and the corresponding funding for provision of those Housing Department Services are detailed in the City's adopted Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Budgets. The referenced budget section is attached to this Agreement as Exhibit A. The Authority's and the City's roles in providing these services are outlined in Exhibit B attached to this Agreement.

3. **Housing Services to be Provided**

In exchange for the funding provided in Exhibit A, the Authority agrees to implement the projects and programs described in Exhibits A and B on behalf of the City. It is understood that the Authority shall not be responsible for providing any services the cost of which exceeds the funding made available from the City. In the event of a significant variance in the amount of federal or local funding available during the term of this contract, the scope of services will be renegotiated and this Agreement will be amended.

4. **Staffing**

In order to administer the budgeted projects and programs shown in Exhibit A and related services described in Exhibit B, the City delegates authority to the Authority Executive Director to administer the housing programs and to approve and incur expenses related to tasks outlined in Exhibit B. The City agrees to reimburse the Authority for the actual costs of staff, plus benefits, and for certain expenses, which costs, benefits, and expenses are set forth in Exhibit B.

5. **Alameda Police Services**

At the request of the Authority Executive Director, or designee, the Alameda Police Department will provide the services outlined in the "Police Services Scope of Work" which services are additional to regular patrol and emergency response. The Police Services Scope of Work is attached to this Agreement as Exhibit C.

Through June 30, 2021, the Alameda Police Department shall invoice the Authority on a monthly basis for additional services at the prices set forth on the attached Exhibit D. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

6. Authority Facilities, Equipment Usage and Related Administrative Expenses

The Authority agrees to provide office space and related administration for the staff charged with administration of the housing programs. City agrees to compensate Authority for such use as outlined in Exhibit B. The Authority shall invoice the City on a quarterly basis for use of Authority facilities and equipment at the prices set forth in Exhibit B. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

7. Indemnification

City shall indemnify, defend and hold harmless Authority, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of City or its officers,' employees,' or agents' performance under this Agreement.

Authority shall indemnify, defend and hold harmless City, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of Authority or its officers,' employees,' or agents' performance under this Agreement.

8. Workers' Compensation Insurance

In accordance with the provisions of the California Labor Code and all applicable law, City shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve Authority for such claims and/or liability.

In accordance with the provisions of the California Labor Code and all applicable law, Authority shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect Authority and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve City for such claims and/or liability.

9. Liability Insurance

City shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

Authority shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

10. Records

City and Authority shall maintain complete and accurate records that relate to performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of service rendered under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Free access shall be provided to the representatives of each party at all proper times to audit books and records. Such records, together with supporting documents, shall be maintained for a period of six years and three months after receipt of final payment.

11. Notices

All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or through email, fax, or the interoffice mail delivery system. All such notices, demands, requests, or approvals shall be addressed to:

Authority: Executive Director, Housing Authority
701 Atlantic Avenue
Alameda, CA 94501

City: City Manager, City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

12 Attorneys' Fees

In the event that legal action is brought by either party against the other in connection with this Agreement, the prevailing party in any such litigation shall be entitled to receive reimbursement from the other of its legal costs, in addition to whatever other sums may be due as a judgment or as an agreed settlement amount. Such legal costs

shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees, and other documented expenses.

13. Assignment and Delegation

Neither party shall assign nor delegate its rights and/or duties under this Agreement without first obtaining prior written consent to the assignment and/or delegation. Any assignment or delegation made by one party without prior written consent will render the Agreement voidable at the sole discretion of the other party.

14. Severability

The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

15. Integration and Modification

This Agreement represents the entire integrated Agreement between City and Authority, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by the authorized representatives of City and Authority.

16. Termination

Authority or City may terminate this Agreement upon 180 days written notice to the other party. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

17. Compliances

City and Authority shall comply with all applicable State and Federal laws and regulations.

18. Conflict of Law

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any law or regulation required by Federal funding. The Agreement and obligations of the parties are subject to all valid laws, orders, rules and regulations of the authorities having jurisdiction over this Agreement, or the successors of those authorities.

DRAFT

IN WITNESS WHEREOF, the parties have caused the Services Agreement to be executed on the day and year first above named.

CITY OF ALAMEDA

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Eric J. Levitt
City Manager

Vanessa M. Cooper
Executive Director

Date

Date

Approved as to Form:

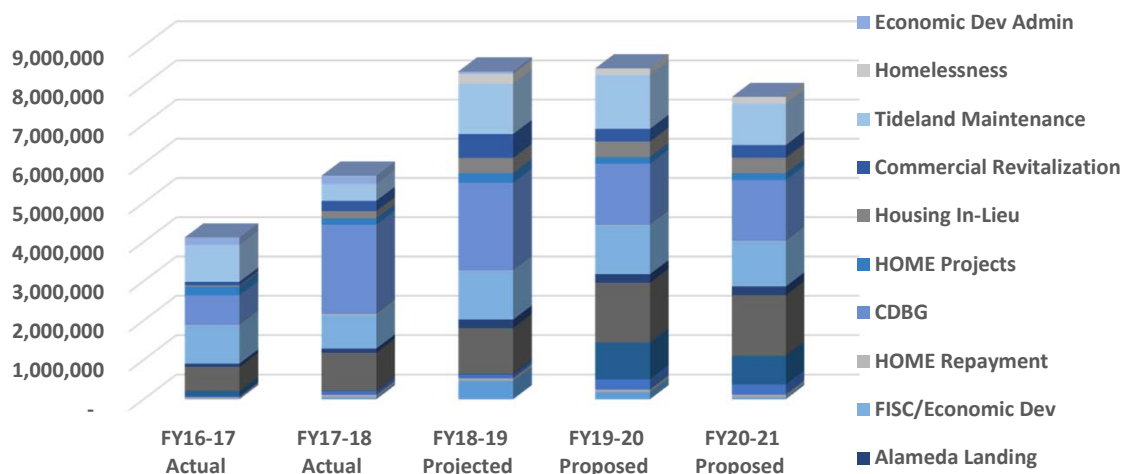
Michael H. Roush
Assistant City Attorney



Economic Development Department Expenditure Summary

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Expenditures By Type					
Salaries & Benefits	\$ 970,230	\$ 1,107,269	\$ 1,300,004	\$ 1,378,022	\$ 1,448,174
Contractual Services	2,920,364	4,202,988	6,561,546	6,489,026	5,668,583
Other Operating Costs	51,662	78,465	162,138	139,806	139,806
Cost Allocation	170,676	302,705	327,380	406,587	426,321
Capital Outlay	1,303	-	-	16,000	16,000
Debt Service	-	-	-	-	-
	\$ 4,114,234	\$ 5,691,428	\$ 8,351,067	\$ 8,429,440	\$ 7,698,883
	-	-	-	(2.00)	(1.00)
Expenditures By Program					
General Fund					
Economic Dev Admin	\$ 189,759	\$ 211,023	\$ 57,000	\$ -	\$ -
Homelessness	-	406	258,000	170,000	170,000
	189,759	211,429	315,000	170,000	170,000
Other Funds					
Tideland Maintenance	940,459	430,073	1,284,184	1,374,754	1,058,246
Commercial Revitalization	91,486	265,497	609,954	324,011	324,661
Housing In-Lieu	38,105	180,560	384,000	395,229	395,629
HOME Projects	216,524	162,596	245,187	169,504	169,504
CDBG	756,657	2,284,641	2,240,947	1,562,822	1,562,845
HOME Repayment	16,285	27,035	13,000	13,000	13,000
FISC/Economic Dev	960,258	842,546	1,234,948	1,243,083	1,141,879
Alameda Landing	81,989	108,124	217,594	219,985	221,683
Rent Stabilization	611,334	957,572	1,156,474	1,516,905	1,531,108
Affordable Housing	133,853	17,266	25,000	934,677	735,045
Social Services Human					
Relations Board	28,153	91,700	92,125	256,388	257,344
Youth Collaborative	46,840	69,229	70,607	74,476	77,657
Public Art	2,532	43,160	462,047	174,608	40,283
	3,924,475	5,479,999	8,036,067	8,259,442	7,528,884
	\$ 4,114,234	\$ 5,691,428	\$ 8,351,067	\$ 8,429,442	\$ 7,698,884

Expenditure Trends



Description / Budget Highlights

Accounts for revenues from housing developers of nine units or less, as payment in-lieu of providing affordable units for purchase or rent within their development project. Expenditures support the creation of new affordable housing units citywide and for the down payment assistance program.

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ 840,908	\$ 565,408	\$ 278,679
Revenues					
Principal Repayment	\$ 253,711	\$ 23,862	100,000	100,000	100,000
Affordable Housing	-	2,500	7,500	7,500	682,500
Investment Income/(Loss)	2,471	5,711	1,000	1,000	1,000
Miscellaneous Revenues	345	45	-	-	-
	<u>256,526</u>	<u>32,118</u>	<u>108,500</u>	<u>108,500</u>	<u>783,500</u>
Transfers In	-	-	-	-	-
	<u>256,526</u>	<u>32,118</u>	<u>108,500</u>	<u>108,500</u>	<u>783,500</u>
Expenditures					
Salary and Benefits	-	-	-	-	-
Contractual Services	38,105	180,560	378,783	378,783	378,783
Materials & Supplies	-	-	5,217	5,000	5,000
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	11,446	11,846
Debt Service	-	-	-	-	-
	<u>38,105</u>	<u>180,560</u>	<u>384,000</u>	<u>395,229</u>	<u>395,629</u>
Transfers Out	-	-	-	-	-
	<u>38,105</u>	<u>180,560</u>	<u>384,000</u>	<u>395,229</u>	<u>395,629</u>
Changes in restricted reserves					
Net Annual Activity	\$ 218,421	(148,441)	(275,500)	(286,729)	387,871
Fund Balance					
Ending Available Fund Balance		840,908	<u>\$ 565,408</u>	<u>\$ 278,679</u>	<u>\$ 666,550</u>
Capital Project Commitments		-			
Total		<u>\$ 840,908</u>			

Description / Budget Highlights

Accounts for funds provided by the U.S. Department of Housing and Urban Development (HUD) through the Federal Home Investment Partnerships Program (HOME). HOME funds can be used for acquisition, conversion, new construction and rehabilitation of single and/or multiple-family housing. HOME funds are passed through the County of Alameda.

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ -	\$ -	\$ -
Revenues					
County Grant	\$ 216,524	\$ 162,596	244,691	169,504	169,504
Miscellaneous Revenues	-	-	496	-	-
	216,524	162,596	245,187	169,504	169,504
Transfers In	-	-	-	-	-
	216,524	162,596	245,187	169,504	169,504
Expenditures					
Salary and Benefits	-	-	-	-	-
Contractual Services	216,524	162,596	244,691	169,504	169,504
Materials & Supplies	-	-	496	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	216,524	162,596	245,187	169,504	169,504
Transfers Out	-	-	-	-	-
	216,524	162,596	245,187	169,504	169,504
Changes in restricted reserves					
Net Annual Activity	\$ -	-	-	-	-
Fund Balance					
Ending Available Fund Balance		\$ -	\$ -	\$ -	\$ -

Description / Budget Highlights

Accounts for HOME funds derived from principal and interest repayments on HOME funded loans. Expenditures support HOME eligible activities per State and County requirements.

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ 40	\$ 40	\$ 40
Revenues					
Principal Repayment	\$ 16,285	\$ 22,028	13,000	13,000	13,000
Investment Income/(Loss)	-	4,404	-	-	-
	16,285	26,432	13,000	13,000	13,000
Transfers In	-	-	-	-	-
	16,285	26,432	13,000	13,000	13,000
Expenditures					
Salary and Benefits	-	-	-	-	-
Contractual Services	16,285	27,035	13,000	13,000	13,000
Materials & Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	16,285	27,035	13,000	13,000	13,000
Transfers Out	-	-	-	-	-
	16,285	27,035	13,000	13,000	13,000
Changes in restricted reserves					
Net Annual Activity	\$ -	(603)	-	-	-
Fund Balance					
Ending Available Fund Balance		40	\$ 40	\$ 40	\$ 40
Capital Project Commitments		-			
Total		\$ 40			

Description / Budget Highlights

Accounts for grant funds received under the Community Development Act of 1974 for activities approved and subject to Federal regulations. Expenditures fund programs, projects, and grants to support low- and moderate-income families through the provision of housing, expansion of economic opportunities, prevention or elimination of blight, and the furnishing of various other social and community services, eligible under the U.S. Department of Housing and Urban Development (HUD) grant requirements. Transfers In are from loan repayments from affordable housing projects.

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ -	\$ -	\$ 17
Revenues					
CDBG Entitlement	\$ 756,657	\$ 1,488,146	2,008,976	1,447,840	1,447,840
	756,657	1,488,146	2,008,976	1,447,840	1,447,840
Transfers In - CDBG Housing Loan Program	-	796,494	231,971	115,000	115,000
	756,657	2,284,641	2,240,947	1,562,840	1,562,840
Expenditures					
Salary and Benefits	4,705	17,706	18,871	14,996	15,562
Contractual Services	747,198	2,259,187	2,197,576	1,547,827	1,547,284
Materials & Supplies	4,753	7,748	24,500	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	756,657	2,284,641	2,240,947	1,562,823	1,562,846
Transfers Out	-	-	-	-	-
	756,657	2,284,641	2,240,947	1,562,823	1,562,846
Changes in restricted reserves					
Net Annual Activity	\$ -	-	-	17	(6.00)
Fund Balance					
Ending Available Fund Balance		-	\$ -	\$ 17	\$ 11
Capital Project Commitments		-			
Total		\$ -			

Description / Budget Highlights

Accounts for revenue derived from principal and interest repayments on CDBG-funded loans. Expenditures support additional loans, administrative charges, and loan processing

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ 86,537	\$ -	\$ -
Revenues					
Principal Repayment	\$ 201,125	\$ 145,763	135,000	100,000	100,000
Investment Income/(Loss)	24,812	14,001	10,434	15,000	15,000
Miscellaneous Revenues	342	200	-	-	-
	<u>226,279</u>	<u>159,964</u>	<u>145,434</u>	<u>115,000</u>	<u>115,000</u>
Transfers In	-	-	-	-	-
	<u>226,279</u>	<u>159,964</u>	<u>145,434</u>	<u>115,000</u>	<u>115,000</u>
Expenditures					
Salary and Benefits	-	-	-	-	-
Contractual Services	-	-	-	-	-
Materials & Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers Out - CD Block Grant	-	796,494	231,971	115,000	115,000
	<u>-</u>	<u>796,494</u>	<u>231,971</u>	<u>115,000</u>	<u>115,000</u>
Changes in restricted reserves					
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Annual Activity	\$ 226,279	(636,530)	(86,537)	-	-
Fund Balance					
Ending Available Fund Balance		86,537	\$ -	\$ -	\$ -
Capital Project Commitments		-			
Total		<u>\$ 86,537</u>			

Description / Budget Highlights

Accounts for housing impact fees assessed on all commercial developers. Revenues fund projects and programs that increase and improve the supply of low and moderate-income housing citywide.

Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
Beginning Available Fund Balance			\$ 144,609	\$ 120,609	\$ 86,932
Revenues					
Affordable Housing Fees	\$ 48,387	\$ 8,782	-	900,000	700,000
Principal Repayment	624	985	1,000	1,000	1,000
Investment Income/(Loss)	(876)	1,007	-	-	-
Miscellaneous Revenues	1,000	-	-	-	-
	49,135	10,774	1,000	901,000	701,000
Transfers In	-	-	-	-	-
	49,135	10,774	1,000	901,000	701,000
Expenditures					
Salary and Benefits	-	-	-	-	-
Contractual Services	133,447	17,261	23,674	923,674	723,674
Materials & Supplies	406	5	1,326	500	500
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	10,503	10,871
Debt Service	-	-	-	-	-
	133,853	17,266	25,000	934,677	735,045
Transfers Out	-	-	-	-	-
	133,853	17,266	25,000	934,677	735,045
Changes in restricted reserves					
Net Annual Activity	\$ (84,718)	(6,492)	(24,000)	(33,677)	(34,045)
Fund Balance					
Ending Available Fund Balance		\$ 144,609	\$ 120,609	\$ 86,932	\$ 52,887

EXHIBIT B HOUSING SERVICES SCOPE OF WORK

The Authority shall:

- 1) Administer affordable housing programs and housing-related services on behalf of the City of Alameda, as defined by the Agreement, and the programs set forth herein. Programs, and related services, include implementing the Community Development Block Grant Program ("CDBG"), HOME Program, Down Payment Assistance/First Time Homebuyer Program, Inclusionary Housing Program, Administering Affordable Housing Unit/Fee and Affordable Housing In-Lieu Funds, developing affordable housing, managing the affordable housing loan portfolio, providing general oversight of the Alameda Point Collaborative Legally Binding Agreements ("LBA") and complying with the North Housing LBA while in force.
- 2) Procure services and approve payment of invoices related to the described activities.
- 3) Provide affordable housing information resources to private and public parties, represent the City at the regional, state and federal levels to promote housing programs and advocate for funding.
- 4) Prepare and administer the bi-annual Housing Department budget and approve contracts up to \$75,000. Prepare City Council agenda items for contracts above this amount.
- 5) Complete steps required by the United States Department of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG") program. This includes needs assessment, public hearings, and the appropriate staff reports, in consultation with the City Manager's and City Attorney's Offices, to recommend to the City Council the annual proposal for the CDBG program, including authorization for program expenditures. Once the City Council approves the CDBG program, the Authority will implement it pursuant to the terms of this Agreement.

The City shall:

- 1) Delegate authority to the Authority Executive Director or designee to administer the housing programs and to approve and incur expenses related to tasks outlined above.
- 2) Provide reimbursement for salaries and benefits, including workers' compensation coverage, pension, medical insurance, life insurance, long-term disability insurance, dental insurance, and all other salaries and benefits for the Housing Authority employees that administer the City housing programs.
- 3) Compensate and reimburse Authority for all expenses for the use of Authority office space provided to administer the Housing Department within the Authority offices, including rent and utilities, use of equipment, postage, etc. Rent and utilities are based on the proportion of office space provided to administer the housing programs and other supply and training costs are based on actual expenses.

EXHIBIT C

POLICE SERVICES SCOPE OF WORK

The Police Department will designate and assign two officers to the Authority. The designated officers and the Police Department shall:

- a. Provide community policing services for residents of Authority units;
- b. Coordinate efforts to solve youth problems, such as truancy, vandalism, and graffiti;
- c. Provide advice concerning personal security and crime prevention advice and/or training for Authority clients;
- d. Investigate suspected criminal activity of or in any way related to Authority clients;
- e. Provide testimony in unlawful detainer actions of the Authority when requested by Authority and provide expert witness testimony in other judicial or administrative proceedings at which the Police Department's provisions of these special law enforcements services to the Authority is an issue, when requested by Authority;
- f. Investigate suspected program fraud and reporting to the Authority, including complaints of unauthorized household members living in Section 8 and Authority-owned units (i.e., identifying unauthorized household members and obtaining proof of residence), complaints involving alleged criminal activity such as drug activity occurring in or around Section 8 tenants and landlords, monitoring homes of possible business-related activities, running checks to confirm or deny addresses listed in verifying residency of applicants, assisting in verifying income of applicants and clients;
- g. Enforce, through citations or warnings, parking rules at Authority properties concerning Vehicle Code violations, such as vehicles parked in red zones, etc. The Authority will be responsible for posting proper signage concerning no parking regulations, e.g., red zones, resident parking, etc. on Authority property and Authority will arrange for all tow requests from Authority property other than vehicles towed related to criminal activity;
- h. Attend monthly meetings of the Board of Commissioners until 9:30 p.m. (3rd Wednesday of the month), annual Town Hall meetings with tenants (4 meetings at various sites), Rent Review Advisory Committee meetings until 9:30 p.m. (2 per month), bi-weekly meetings with Property Management department, resident activities at Authority-owned sites and other meetings upon Authority staff or Board requests;
- i. Walk Authority-owned properties at least twice a week, respond to welfare checks requested by Authority staff (requests are to be made to APD Dispatch, not the individual officers), provide patrols each day from July 1 through July 4 and, as to the Authority office building and on a year round basis, at least once a night.
- j. Submit reports detailing policing activities, both verbal and written, including at least one verbal report biweekly, one written report per month showing statistics by complex/program for budgeting purposes and citations issued at Authority-owned sites by the officers assigned to the Authority, and one written quarterly report which

compiles the monthly statistics and compares them with the City population as a whole;

- k. Maintain records of all reports for a minimum of two (2) years, in accordance with the City's Records Retention Schedule, and maintaining access to those records for Authority staff or personnel of the U. S. Department of Housing and Urban Development, or similar Authority in the event of audit of the policing services being provided;
- l. Provide management support, training, equipment and supplies, and other employee-related services to the officers assigned to provide services for the Authority;
- m. Provide criminal background checks of applicants who are offered Authority employment;
- n. Provide finger printing services for Authority personnel as needed; and
- o. The City and Authority recognize that the scheduling and deployment of police officers contemplated in this Agreement must be set and may need to be adjusted periodically based on the experience and conditions which exist at any given time. Further, the parties recognize that Police Department billing for services rendered hereunder must conform to Federal and State regulations applicable to the Authority. Accordingly, the Police Chief of the City and the Executive Director of the Authority are empowered to enter into a Police Department Deployment and Scheduling Plan consistent with this Agreement which will detail the deployment of City Police Department personnel, services and billing formats consistent with this Agreement.

EXHIBIT D
POLICE SERVICES COMPENSATION

The Authority shall compensate the Police Department for services rendered per this Agreement the sum of two hundred ten thousand dollars and zero cents (\$210,000.00) annually.

The Police Department shall invoice the Authority monthly in monthly increments of seventeen thousand five hundred dollars and zero cents (\$17,500.00).

The Authority shall remit payment within 14 calendar days from the date the invoice is received.