

**MEMORANDUM OF UNDERSTANDING
AND ADDENDUM TO
AKRON METROPLITAN HOUSING AUTHORITY'S
DWELLING LEASE**

UNIT NO. _____

WHEREAS, the Akron Metropolitan Housing Authority (AMHA) and the undersigned Law Enforcement Officer (OFFICER) enter this arrangement for their mutual benefit; and

WHEREAS, OFFICER, in consideration of a reduced rental rate, agrees to assist AMHA in providing better resident services and a safer living environment through OFFICER's presence as a resident and performance of services described in this agreement; and

WHEREAS, OFFICER shall occupy and maintain full-time residency in unit at _____ in the AMHA development known as _____ in full and complete compliance with the terms and condition of the standard AMHA low-income dwelling lease which OFFICER and all adult household members shall sign and follow along with the terms and conditions described in this addendum.

NOW, THEREFORE, the parties agree as follows:

1. The value of the unit occupied by the OFFICER, as defined by average tenant rent paid, shall be considered income for tax purposes and is computed by dividing the annual total net tenant rental revenue by the number of unit months occupied. This computed amount will be annualized and prorated based on the number of months occupied by the officer and reported to the IRS and officer on Form 1099 by January 31 for the preceding tax year.
2. OFFICER shall provide evidence that he/she is a professional law enforcement or peace officer employed full time, i.e. not less than 35 hours per week, by a governmental unit and compensated expressly for providing police services.
3. OFFICER shall integrate into and become an active and visible part of the housing community within the development in which the officer resides.
4. OFFICER shall perform fifteen (15) hours per month of services for AMHA at his/her residential development. Services include but are not limited to:
 - Walking the development and talking to residents for visibility and crime deterrence; taking action on any criminal acts committed in officer's presence including physical arrest and/or any other intervention necessary and appropriate

within the scope of a law enforcement or peace officer's authorization and shall promptly notify AMHA's Security Director of any such action taken.

- Conduct crime prevention/education meetings for other AMHA residents and/or AMHA staff.

NOTE: AMHA assumes no liability, whatsoever, for any police action which OFFICER takes whether occurring on or off the Housing Authority's premises.

5. OFFICER shall record and provide a bi-weekly report to the AMHA property manager and security director verifying the nature and time of services provided. OFFICER shall conduct service activities during non-working hours as is permitted by the governmental agency which is his/her primary employer and that normally would be permitted if OFFICER did not reside in AMHA's public housing development. Failure to provide the service requirements and submit the required written verification of service shall be grounds for termination of this lease agreement and OFFICER'S failure to timely return possession of the residential unit after receiving notice of termination shall result in eviction.
6. OFFICER shall notify AMHA Housing Manager and Security Director in writing upon termination or resignation from his/her position as a law enforcement or peace officer within ten (10) days of the employment status change;
 - a) If OFFICER is terminated due to circumstances beyond his/her control, such as staff reduction/ lay off, the time period for vacating the AMHA residence may be extended up to 4 months. If the time period is extended under these circumstances, the Law Enforcement Officer must perform a minimum of 40 hours of service per month for AMHA.
 - b) If OFFICER is terminated for cause or voluntarily ends his/her employment as a full-time peace officer, then OFFICER shall provide AMHA with written notice of that change in employment status within ten (10) days and shall at the same time also provide AMHA with a thirty (30) day Notice of Intent to Vacate and return possession of his/her residence to AMHA. Failure to comply with the timely reporting requirement or to vacate the premises as required shall be grounds for termination of this lease agreement and eviction.
7. OFFICER shall enter into, sign and abide by the terms and conditions of this addendum, the AMHA's standard low income dwelling lease, and abide by all other policy and procedures governing this program. If OFFICER has other family members residing with him/her as occupants of the unit, they shall abide by the terms and conditions of the AMHA residential dwelling lease. OFFICER is responsible for the conduct of his household members and guests and their failure to abide by the terms and requirements of the AMHA lease may result in lease termination and eviction.

8. This agreement, including the referenced policies and procedures and the residential lease agreement shall govern the conditions and circumstances of OFFICER's tenancy with AMHA only and under no condition is this agreement to be construed to imply, infer or constitute an agreement of employment between OFFICER and AMHA. OFFICER shall at all times perform functions and activities relating to this agreement while employed by and compensated to provide full-time law enforcement or peace officer services to a governmental unit other than AMHA.
9. AMHA assumes no liability, whatsoever, for any police action which OFFICER takes whether occurring on or off AMHA premises.
10. This agreement may be terminated by either party upon thirty (30) days written notice.

This agreement made and entered into this ____ day of _____, 20__.

LAW ENFORCEMENT OFFICER Date: _____

AKRON METROPOLITAN HOUSING AUTHORITY

By: _____ Date: _____

Title: _____