

**FISCAL YEAR 2005**

**INTERAGENCY AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,  
OFFICE OF PUBLIC AND INDIAN HOUSING  
AND  
THE U.S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS**

Agreement Number:

**I. PURPOSE**

The purpose of this agreement is to set forth official terms of the relationship between the U.S. Department of Housing and Urban Development (HUD), Office of Public and Indian Housing (PIH) and the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), for the reimbursement of \$7,936,000 for programs, determined appropriate by the Attorney General, which assist in the investigation, prosecution, and prevention of violent crimes and drug offenses in public and federally-assisted low income housing, including Indian housing. These funds shall be administered by the Department of Justice in accordance with Public Law 108-447, Consolidated Appropriations Act, 2005. This agreement will govern the implementation by OJP of funding that includes, but is not limited to, Operation Weed and Seed and other programs related to the investigation, prosecution, and prevention of violent crime and drug offense activities in public and federally-assisted low-income housing, including Indian housing. Operation Weed and Seed is a community-based initiative that encompasses an innovative and comprehensive multi-agency approach to law enforcement, crime prevention, and community revitalization and is administered by the Office of Weed and Seed (OWS) in the Community Capacity Development Office (CCDO), a component of OJP.

Under this agreement, funding will be made available for activities that will address those areas in public, Indian, and federally-assisted housing where additional resources are necessary to augment state and local efforts to effectively fight violent crime and drugs.

**II. BACKGROUND**

The mission of HUD PIH includes providing housing authorities with the resources and information necessary to provide safe, decent and sanitary housing environments for low-income families. PIH offers housing authorities assistance in developing and implementing cost-effective strategies that reduce residents' fear of crime, the opportunities for crime, and the level of crime itself (namely, Part I Crime, based on the Federal Bureau of Investigation's Uniform Crime Reporting Program). To achieve this mission, PIH promotes the following efforts: crime

prevention; public safety and security assessments and evaluations; physical security upgrades; and training for individuals and organizations that demonstrate positive measurements and outcomes regarding reducing crime in public and Indian housing. PIH encourages coordination of these efforts with local, state, and federal agencies.

Illegal drug use and other criminal activities are best addressed through collaboration and cooperation among all segments of a community. In public housing communities, cooperation is key to preventing or reversing the harmful effects of crime on neighborhood safety and residents' quality of life. PIH supports local efforts to enhance drug prevention, law enforcement, and housing management initiatives.

Through a collaborative effort with the OJP, DOJ, funding will be made available to prevent, investigate, and prosecute violent crime and drug crime in public and federally-assisted housing, including Indian housing in communities including, but not limited to those implementing the Weed and Seed strategy in high-crime areas.

Recipients of these funds will assist in the investigation, prosecution, and prevention of violent crimes and drug offenses in public and federally-assisted low-income housing.

These funds will be administered by the OJP in coordination with other components of the DOJ.

### **III. AUTHORIZATION OF FUNCTIONS BY PUBLIC LAW 108-447**

Pursuant to its authority under Public Law 108-447, 118 Stat. 3, 375, Consolidated Appropriations Act, 2005, HUD hereby recognizes DOJ's OJP as the administrator for programmatic management, accounting, financial, and grant award functions of the funds listed in this agreement. These functions have included input from HUD regarding the awarding, monitoring and evaluation of these funds.

HUD, according to terms set forth in this Agreement and under the authority of the provisions of Public Law 108-447, 118 Stat. 3, 375, Consolidated Appropriations Act, 2005, hereby obligates said funds upon execution of this agreement.

### **IV. STATEMENT OF ACTIVITIES TO BE CARRIED OUT BY THE PARTIES**

The parties agree that the following activities will be carried out as follows:

#### **A. DOJ/OJP**

OJP will provide funding for programs, as determined appropriate by the Attorney General, which assist in the investigation, prosecution, and prevention of violent crimes and drug offenses in public and federally-assisted low-income housing, including Indian housing as set out in Public Law 108-447, 118 Stat. 3, 375, Consolidated Appropriations Act, 2005.

## **B. HUD**

Under the authority of Public Law 108-447, 118 Stat. 3, 375, Consolidated Appropriations Act, 2005, HUD will provide \$7,936,000 to DOJ/ OJP.

In addition, HUD will provide such support to DOJ/OJP, as requested by DOJ/OJP and which HUD is able to provide, to ensure effective and efficient project management, including educating public housing authorities about purposes for which these funds were appropriated.

## **V. PERIOD OF AGREEMENT**

This Agreement is effective when accepted and signed by both HUD and DOJ/OJP and will remain in effect until the completion of the services listed under Section IV. All funds must be obligated by September 30, 2005. DOJ/OJP will obligate these funds by the issuance of grants, cooperative agreements, interagency agreements, and/or contracts, as DOJ/OJP determines appropriate.

## **VI. AMENDMENT OF AGREEMENT**

This Agreement is subject to any amendments agreed to by the Assistant Attorney General of the Office of Justice Programs and the Assistant Secretary for Public and Indian Housing that are acknowledged in writing at any time after the effective date of the Agreement.

## **VII. AGENCY LIAISONS**

DOJ/OJP and HUD will designate agency officials who will act as primary contact persons for their respective agencies on the matter reflected by this agreement.

### **HUD**

Michael Liu  
Assistant Secretary  
Public and Indian Housing  
U.S. Department of Housing and Urban Development  
451 Seventh Street, SW, Room 4100  
Washington, DC 20410  
202-708-0950

William O. Russell, III  
Deputy Assistant Secretary  
Office of Public Housing and Voucher Programs  
U.S. Department of Housing and Urban Development  
451 Seventh Street SW, Room 4202  
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202-708-1380

Matthew P. Braud  
Special Assistant  
Office of Public Housing and Voucher Programs  
U.S. Department of Housing and Urban Development  
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Washington DC 20410  
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**DOJ**

Tracy A. Henke  
Acting Assistant Attorney General  
Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531  
202-307-5933

Nelson Hernandez  
Director  
Community Capacity Development Office  
Office of Justice Programs  
U.S. Department of Justice  
810 7<sup>th</sup> Street, NW  
Washington, DC 20531  
202-616-1152

Sonia Klukas  
Community Partnership Outreach Officer  
Community Capacity Development Office/OJP  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531  
202-616-3454

**VIII. FINANCIAL PROVISIONS**

From FY 2005 funds available pursuant to Public Law 108-447, 118 Stat. 3, 375, Consolidated Appropriations Act, 2005, HUD shall transfer to an account available to DOJ/OJP the amount of \$7,936,000.

The portion of the funds available, \$7,936,000, is based on estimated costs associated with the receipt and processing of funding requests and new grant applications, renewal grant applications and subsequent grant awards that are made available to fight crime and drugs in public, Indian, and federally-assisted housing and to cover support services, the competition and

selection process, publications, grant management, analysis, technical assistance, and support for overall administration and evaluation of the program, including financial review and monitoring of these funds, which will be reimbursed to the OJP Account.

HUD will provide the funds through a reimbursable request voucher completed by DOJ/OJP as provided by HUD. A copy of all relevant documents will be provided to HUD by DOJ/OJP.

The funds shall be provided via On Line Payment and Collection System (OPAC). HUD will initiate the reimbursement to DOJ/OJP after signatures have been obtained by each agency.

|                       | <b>FROM: HUD</b> | <b>TO: DOJ/OJP</b> |             |
|-----------------------|------------------|--------------------|-------------|
| Agency Location Code: | 86-01-1101       | 15-04-0001         |             |
| Appropriation Codes:  | 86 4 0163        | 154/50334          | \$7,936,000 |
| Accounting Codes:     |                  | 4-Q-WS-26-00-00    | \$7,936,000 |
| <br>                  |                  |                    |             |
| Total                 | \$7,936,000      |                    | \$7,936,000 |

**IX. EFFECT OF TERMINATION ON FUNDS**

Upon expiration of the period of availability of funds for obligation on September 30, 2005, HUD will request in writing from OJP a deactivation of the account, citing the appropriate account numbers and termination data. At that date and time, any un-obligated balance remaining in the account will be returned to HUD. Moreover, upon termination, OJP will no longer be obligated to provide any services under this Agreement.

**X. PUBLIC INFORMATION COORDINATION**

Public disclosure of information regarding projects and activities conducted under this Agreement will be subject to the Freedom of Information Act as codified at 5 U.S.C. Section 552. Prior to disclosure of requested information, the parties of this agreement shall consult regarding any such proposed disclosure.

**XI. EFFECTIVE DATE**

This Agreement is effective on the latest date of the signed approvals below:

**For Housing and Urban Development, Public and Indian Housing:**

\_\_\_\_\_  
Michael Liu  
Assistant Secretary  
Office of Public & Indian Housing  
U.S. Department of Housing  
and Urban Development

\_\_\_\_\_  
Date

**For Justice, Office of Justice Programs**

\_\_\_\_\_  
Tracy A. Henke  
Acting Assistant Attorney General  
Office of Justice Programs  
U.S. Department of Justice

\_\_\_\_\_  
Date

**Inter-Agency Agreement No.** \_\_\_\_\_