Bieger Estates / Miller Plaza Project

A. Scanning:

In late 1997 officers assigned to the Henry/John squads at SEAC noticed an increase in calls for service from the Biegger Estates and Miller Plaza housing projects. The calls included reports of illegal shooting, stabbings, burglaries, vehicle thefts, vandalism and other disturbances. There also was an increase in drug and gang activity. The officers realized the problem was not restricted to a single shift. Supervisors from all three shifts met and decided that a station wide effort would be conducted to see if calls for service could be reduced.

This problem area was selected due to the rising level of violence. Officers who worked the area reported than many citizens were concerned for the safety of their children. Officers felt that a coordinated effort could reduce the calls for service load and increase citizens feeling of safety in their neighborhood.

B. Analysis:

Officers Mike King, P4896 and Theresa Lethbridge, P4460 were tasked with analyzing the problems in the area. They conducted foot patrols, to establish a rapport with the residents. They reviewed crime analysis information provided by Information Services Bureau. They also conducted a resident survey in March 1998.

The survey revealed that the officers' perceptions of the problem were correct. The consensus of the residents was that the level of violent crime had increased in the last six to eight months. More than 95% of the residents felt unsafe outside of their residences. More than 90% would not allow their children to play in the common areas of the projects.

A review of crime reports and bookings determined that 75% of the crimes were being committed by visitors and family members of undesirable residents. These offenders were allowed to engage in illegal activity due to a lack of on site security and police presence. The crimes reported included shootings, stabbings, burglaries, vehicle thefts, vandalism and other disturbances.

A meeting was held with the managers and residents in February 1998. Officers were told that up to this time the residents had contacted the managers rather than the police to report problems and crimes. The residents were afraid of retaliation if they were seen speaking to the police.

Officers were also told, and the crime analysis verified, that the majority of the crime was occurring from the early evening to early morning hours. The residents once again told officers that the crimes were being committed to nonresident visitors to a few undesirable residents.
C. Response:

The initial response was to increase enforcement in the affected areas, due to the frequency and severity of the crimes. A "zero tolerance" approach was taken by officers. Officers from all shifts were assigned to the area and were required to be in the area when they were not assigned to other calls. An SEAC Problem Scanning Officer was assigned to the project to assist the assigned shift officers with coordinating their activities. The P.S.O. also coordinated the response of Clark County Public Works, Silver State Disposal Service, Clark County Housing Authority, The Boys and Girls Club and other agencies who assisted in rejuvenating the neighborhoods.

The officers assigned to the project were introduced to the residents and management at the meeting in February 1998. The residents were told to call the officers to report any problems. They were given the pager and cellular phone numbers for the project officers. The pagers and cellular phones were handed off to the oncoming shift by the previous shift officers. The main intent of the program was to create a positive working relationship between residents and the police.

L.V.M.P.D. Crime Prevention personnel assisted management and tenants in implementing Crime Prevention Through Environmental Design techniques to reduce criminal activity. They also provided training to residents and management. Resident Councils were set up to help screen future tenants. These councils also assisted in the eviction proceedings for problem tenants. The management and residents of the area also committed to joining the L.V.M.P.D. Crime Free Multi-housing Program.

A one year Federal Grant was obtained through the Las Vegas Housing Authority. This grant paid for the assignment of two uniformed foot patrol officers from August to October 1998. The foot patrol officers were assigned to handle calls, get to know the residents, and to reduce drug and gang activity. They were expected to handle all calls in the areas while they were on duty. The grant also paid for secret witness rewards, pagers, cellular phones and a computer system.

Officers from all three shifts conducted directed patrols in the area on a regular basis. These directed patrols utilized patrol officers, Bike Teams, the Gang unit and other resources of the Department. These directed patrols resulted in the arrest of numerous drug dealers, gang members, and other criminals for various charges and warrants.

In September 1998 a community cleanup was conducted to remove trash and graffiti. This cleanup served to unify the residents and help them take pride in their neighborhood. This seemed to be successful. The properties have since joined the Crime Free Multi-housing Program.
D. Assessment:

The combined efforts appear to have been successful. The federal grant expired on March 15, 1999. Officers are still assigned to the project areas and it is in a maintenance mode. Crime appears to have been reduced in both areas. In March 1998, Miller Plaza reported 45 calls for service and five Incident Crime Reports. In March 1999, there were eight calls for service and one Incident Crime Report (see Perry Street graph). In March 1998, Biegger Estates reported 37 calls for service and six Incident Crime Reports. In March 1999, Biegger Estates reported 17 calls for service and two Incident Crime Reports (see 5701 Missouri graph).

The Problem Scanning Officer reviewed crime reports on a weekly basis. He discussed the crime trends with the project officers. They implemented Directed Patrols and other activities based on this information and what intelligence they gathered from tenants and management. The P.S.O. and project officers met on a daily basis and continue to meet regularly.

The foot patrols conducted by the community officers resulted in 80 Field Interview cards, 30 Trespass warnings, 41 citations for various charges, and 14 arrests. In addition to the foot patrols, other officers completed 133 Field Interview Cards, 101 Trespass warnings, and made 52 arrests.

The goals of the project were accomplished with minor problems. The officers, residents and managers worked as a team to reduce violent crime, restoring a sense of community, and enhancing the quality of life in the neighborhoods.

The results were measured using weekly crime analysis, Trespass logs, and copies of all reports, arrests and citations from the affected area. Based on the outcome of the project we were very satisfied with its effectiveness.

We have not experienced as many illegal shooting calls since the start of the project. Citizens in the area report feeling safer and are willing to allow their children to play outside. There are strong Resident Councils at both properties. These councils continue to assist management with evictions and addressing other challenges that are not crime related. The Resident Councils continue to monitor their tenants. They assist in weeding out undesirables and assist in making their neighborhoods safe.

Officers are still assigned to project and continue to conduct directed patrols in the area. However, they make far fewer arrests and use these activities as a means of maintaining a rapport with residents and management. We continue to work with management by notifying them of crime trends in the area. The P.S.O. continues to monitor the activity and reports in the project area and passes this information to all officers assigned to squads who work the area. This project has demonstrated what a concerted effort can accomplish. We must remain vigilant to ensure the area does not regress.
E. Agency & Officer Information:

The problem was initially recognized in September 1997 by P.S.O. Bruce Harper who noticed an increase in criminal activity within the communities. He spoke to Officers Mike King and Theresa Lethbridge who began to conduct foot patrols in the neighborhoods to gather intelligence. Officers King and Lethbridge met with management and residents and set up the initial meetings.

Officer King transferred to another assignment and was replaced by Officer Cindy May in December 1997. Officer Lethbridge left the project due to an injury in January 1998. Officer May continues to be the lead officer on the project.

All officers assigned to the project attended training in Problem Solving Policing and Community Policing. Management and tenants received training on the L.V.M.P.D. Crime Free Multi-housing Project.

All of the money obtained in the Housing Authority grant was utilized. Officers received no additional incentives for participation in the project.

On April 20, 1999 Officer May was given an award by the Biegger Estates Board of Directors for spearheading the effort for the last year.

Project Contact Person:

Police Officer Cindy May, PN4015
Las Vegas Metropolitan Police Department
Southeast Area Command
2300 E. St. Louis Ave.
Las Vegas, NV. 89104

Phone: (702) 229-4464
Fax: (702) 229-3051
CRIME PICTURE FOR PERRY ST
MARCH 98 - MARCH 99

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SURVEY

THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT IN COOPERATION WITH THE CLARK COUNTY HOUSING AUTHORITY DEVELOPED AND IMPLEMENTED A NEIGHBORHOOD CRIME PREVENTION PROGRAM IN YOUR COMMUNITY. THIS PROGRAM HAS BEEN IN EFFECT FOR APPROXIMATELY 6 MONTHS. IN ORDER FOR THIS PROGRAM TO BE MORE EFFECTIVE WE NEED ACTIVE PARTICIPATION AND INPUT FROM THE RESIDENTS. COMPLETING THIS SURVEY WILL INDICATE HOW WELL THE CRIME PREVENTION PROGRAM HAS BENEFITED YOUR COMMUNITY.

- HAVE YOU SEEN A DECREASE OF ACTIVITY IN YOUR NEIGHBORHOOD, WITHIN THE LAST SIX MONTHS, IN THE FOLLOWING AREAS?

  CRIMINAL  YES  NO
  DRUG      YES  NO
  GANG      YES  NO

- THE NEIGHBORHOOD WATCH PROGRAM PLAYS AN IMPORTANT PART IN FIGHTING CRIME IN YOUR NEIGHBORHOOD. THE PROGRAM ALLOWS YOU TO PARTICIPATE AND PARTNERSHIP WITH THE POLICE TO TAKE PRIDE IN YOUR COMMUNITY AND REDUCE CRIME. WOULD YOU LIKE TO PARTICIPATE IN THE NEIGHBORHOOD WATCH PROGRAM? YES OR NO.

- DO YOU FEEL THAT THE QUALITY OF LIVING IN YOUR COMMUNITY HAS IMPROVED FROM ENFORCEMENT EFFORTS BY THE POLICE? YES OR NO. IF NO WHY?

- DO YOU FEEL THAT YOUR NEIGHBORHOOD IS A SAFER PLACE TO LIVE TODAY? YES OR NO. IF NO WHY?

- DO YOU FEEL THAT YOUR NEIGHBORHOOD IS A SAFER PLACE FOR YOUR CHILDREN? YES OR NO. IF NO WHY?
March 18, 1998

Karen Stratten
CLARK COUNTY HOUSING AUTHORITY
5390 East Flamingo Road
Las Vegas, Nevada 89122-5336

RE: CBE #0648-98, INTERLOCAL AGREEMENT; CITIZEN ON PATROL (COP)/CRIME PREVENTION PROGRAM

Dear Ms. Stratten:

On March 16, 1998, the Las Vegas Metropolitan Police Department’s Fiscal Affairs Committee approved the above-referenced agreement. Enclosed are two original agreements for your files.

Should you have any questions, please contact me at (702) 455-4429.

Sincerely,

PATRICIA L. CUMMINGS
Purchasing Analyst

PLC: kad
Enclosure

cc: Leslie Doak, Fiscal Affairs, LVMPD
Officer Cindy May, Crime Prevention Unit, LVMPD
HOUSING AUTHORITY OF THE COUNTY OF CLARK
SERVICE PROVIDER CONTRACT
WITH
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
FOR
CITIZENS ON PATROL (C.O.P.V CRIME PREVENTION PROGRAMMING
AT
MILLER PLAZA AND BIEGGER ESTATES
WITH
COMPREHENSIVE GRANT PROGRAM FUNDING

THIS AGREEMENT, made and entered into this _____day of_____________________, by
am

THE HOUSING AUTHORITY OF THE COUNTY OF CLARK, NEVADA

A municipal corporation of the State of Nevada
(hereinafter referred to as the "Authority" or "CCHA")

and

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
(hereinafter referred to as the "Contractor"),

the Authority and the Contractor being hereinafter sometimes referred to individually as a
"Party" and collectively as the "Parties,"

WITNESSETH

WHEREAS, the Authority and the Contractor arc authorized to enter into
cooperative contracts pursuant to Chapter 277.180 and Chapter 315 of the Nevada
Revised Statutes.

WHEREAS, the Authority is the recipient of funds under the Comprehensive
Grant Program ("CGP" herein) of the United States Department of Housing and Urban
Development ("HUD" herein), as authorized under section 14 of the United States
Housing Act of1937, as amended (42 U.S.C. 1437 et seq.) and pursuant to sections 5(c)
and 14(bX2) of the Act.

WHEREAS, the services which arc funded by the CGP must benefit residents
within the Authority's geographical boundaries.

WHEREAS, the Contractor operates or proposes to operate a program, as the
same is described in the Scope of Services that is attached as Appendix A, hereto and in
this reference made a part hereof for the purpose of providing services to the residents of
the Authority's developments. Miller Plaza (NV013-006) and Biegger Estates (NVQ13-008) ("CGP Project" herein); and

WHEREAS, the Contractor has applied to the Authority for financial assistance with which to conduct the CGP Project, and the Authority desires, by this Agreement, to provide such assistance and to assure itself that the Contractor will carry out the purposes and objectives of the CGP Project; and

WHEREAS, the services which are funded by the Authority must be for the exclusive benefit of the residents of the Authority's developments, Miller Plaza and Biegger Estates;

NOW, THEREFORE, for and in consideration of the use of the premises and of the mutual promises and agreements that are hereinafter contained, the Parties do hereby agree as follows:

SECTION I. SCOPE OF SERVICES

The Contractor hereby agrees to perform the services that are described in Appendix A.

SECTION II. TIME OF PERFORMANCE

This contract form fully executed shall be considered a Notice to Proceed. The work shall commence on March 16, 1998 and conclude on March 15, 1999 and shall be undertaken and completed in such sequence as to assure an expeditious completion in accordance with the terms, conditions and purpose of this contract.

SECTION III. LOCATION OF CONTRACTOR AND PROGRAM

The offices of the Contractor are located at 2300 East St. Louis, Las Vegas, Nevada 89104. The area, which the Comprehensive Grant Program project is intended to serve hereunder, is Miller Plaza and Biegger Estates.

SECTION IV. TOTAL COMPENSATION

The Contractor is to be funded a total amount of twenty-five thousand dollars ($25,000.00) for the full performance of the services that are described in Section I (Appendix A) hereof and are completed by March 15, 1999. The Contractor further agrees to be bound by all of the financial procedures and requirements of the Authority.

SECTION V. METHODS OF PAYMENT

A. AMOUNT AUTHORIZED

The Authority agrees to pay the Contractor within fifteen (15) days after receipt of a properly completed invoice. The Contractor agrees to provide the Authority with copies
of complete documentation to support its invoices, maintain, and make accessible, for the purposes of auditing all original documentation for services as specified herein which are in accordance with Appendix A. The Authority will review those expenditures for consistency with Appendix A, as well as all of the regulations of the Authority and the United States Department of Housing and Urban Development ("HUD" herein) and all of the other federal requirements, regulations and policies that by this reference are incorporated herein.

B. SUPPORTING DOCUMENTATION

The Contractor agrees to provide the Authority with copies of complete documentation to support its invoices and to maintain and make accessible, for purposes of auditing, all original documentation for a period of three (3) years following the completion of the project. If the findings of any such audit are not fully resolved within such three (3) year period, the Contractor shall retain such documentation for such additional period as may be necessary for the complete resolution of such findings.

C. PROGRESS REPORTS

The Contractor further agrees to provide the Authority within fifteen (15) days after the end of each month, a status report with respect to the program and to the Contractor's activities that were directed toward the implementation of the program during the month to which such report relates.

D. DELINQUENCY OF PROGRESS REPORT

Any breach of this Section shall be cause for the Authority to suspend the further funding of the program until the matter is corrected to the satisfaction of the Authority. The failure of the Contractor to provide the Authority with a monthly status report shall be cause for the Contractor's check from the Authority to be held in abeyance until the delinquent report has been provided to the Authority.

SECTION VI. AUTHORITY GENERAL TERMS AND CONDITIONS

The Contractor hereby agrees as follows:

A. INSURANCE

To maintain at all times while this Agreement is in effect:

1) Liability insurance will be carried with the Las Vegas Metropolitan Police Department Self-Insurance Trust Fund

2) Workman's Compensation Insurance coverage with Republic Western Insurance
3) Unemployment coverage with the State of Nevada Employment Security Department

4) All required Federal employee tax coverage.

The Authority shall be furnished with insurance certificates addressed to the Housing Authority of the County of Clark, Las Vegas, Nevada, 89122, from carriers that the aforesaid coverages are in effect, and the policies in respect of such coverage shall provide that the Authority shall be notified in writing of any anticipated cancellation of, or any material change in, any of such coverage not less than ten (10) days prior to the effective date of such cancellation or change.

B. PROGRESS REPORTS

To submit to the Authority financial and programmatic performance reports in accordance with the guidelines established by the Authority, CGP, HUD, and the United States Office of Management and Budget. The failure of the Contractor to provide any such report shall be cause for the Contractor's check from the Authority to be held in abeyance until such delinquent report has been provided to the Authority. Reports are to be submitted monthly pursuant to Section V (C) and (D) above.

C. ON-SITE VISITS

To allow duly authorized representatives of the Authority to conduct such occasional reviews, audits, and monthly on-site monitoring of the program as the Authority deems to be appropriate in order for it to determine:

1. Whether or not the CGP Citizens on Patrol/Crime Prevention Program is consistent with 24 CFR Part 968, Subpart A, Subpart C;

2. Whether or not the objectives of the CGP Citizens on Patrol/Crime Prevention Program are being achieved;

3. Whether or not the CGP Citizens on Patrol/Crime Prevention Program is being carried out in a timely manner;

4. Whether or not the CGP Citizens on Patrol/Crime Prevention Program is being conducted in an efficient and effective manner;

5. Whether or not management control systems and internal procedures have been established to meet the objectives of the CGP Citizens on Patrol/Crime Prevention Program;

6. Whether or not the monthly reports to the Authority contain accurate and reliable information; and
7. Whether or not the CGP *Citizens on Patrol/Crime Prevention Program* is conducted in compliance with Appendix A, and the provision of federal laws and regulations and Authority policy.

D. VISIT NOTIFICATION

Visits by the Authority to the sites of the CGP *Citizens on Patrol/Crime Prevention Program* shall be announced to the Contractor in advance of those visits and shall occur during normal operating hours. The representative of the Authority may request, and, if such a request is made, shall be granted access to all of the records of the Contractor which relate to the CGP *Citizens on Patrol/Crime Prevention Program*. The representatives of the Authority may, on occasion, interview participants of the program and/or recipients of the program services, and, in addition to the monitoring by the Authority of the Contractor’s activities, the Contractor’s records with respect to the matters which form the subject of this Agreement shall be made available at any time during normal business hours, for audit by representatives of the Authority, HUD, or the Comptroller of the United States, or any combination of those agencies. The failure of the Contractor to adhere to the requirements that are contained in this Paragraph shall constitute grounds for the suspension or termination, or both, of this Agreement.

E. SUB-ASSIGNMENT PROHIBITED

Not to assign any right, delegate any duty, or execute any agreement for services under this Agreement without the prior written consent of the Authority, and any such assignment or delegation of duty, or execution of agreement without the prior written consent of the Authority shall be void and shall result in the forfeiture of all funds, or such part thereof as may be determined by the Authority, to which the Contractor might otherwise be entitled from funds which are supplied by the Authority.

F. INDEMNIFICATION

To the extent authorized by law, the Authority agrees to indemnify, save and hold the Contractor, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of the Agreement by the Authority or the agents or employees of the Authority. Similarly, to the extent authorized by law, the Contractor agrees to indemnify, save and hold the Authority, its agent and employees harmless from any and all claims, causes of action or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the Contractor or the agents or employees of the Contractor.

G. LITIGATION

The Contractor agrees not to use any funds or resources, which are supplied by the CGP to the Authority in litigation against any person, natural or otherwise, or in its own
defense in any such litigation. The Contractor agrees to notify the Authority of any legal action that is filed by or against it that may hinder or prevent the execution of this Agreement.

H. LICENSES AND PERMITS

To keep and maintain in effect at all times any and all licenses, permits, notices, and certificates that may be required by any Authority policy, municipal ordinance or state or federal statute.

I. LAWS AND REGULATIONS

To be bound by all state and federal statutes, conditions, regulations, and assurances which are applicable to the CGP Notice of Funding Availability (NOFA) or are required by HUD or the Authority.

J. RECEIPT OF GRATUITIES

That no officer or employee of the Contractor may seek or accept any gift, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. CONFLICT OF INTEREST

That no officer or employee of the Contractor may use his position with the Contractor to secure or grant any unwarranted privilege, preference, exception, or advantage for himself, any member of his household, any business entity in which he has a financial interest or any person to whom he is related within the third degree of consanguinity or affinity or with whom he has a financial affiliation.

1. That no representative or employee of the Contractor may participate as an agent of the Contractor in the negotiation or execution of any contract between the Contractor and any private business in which he has a financial interest

2. That no representative or employee of the Contractor may suppress any Contractor report or other documents because it might tend to affect unfavorably his private financial interests.

L. PURCHASED PROPERTY

That no personal property that is purchased in whole or in part with the CGP funds that are provided by the Authority hereunder shall be disposed of without the prior written permission of HUD and the Authority. In the event that such permission is granted and
any such property is disposed pursuant according to provisions of OMB A- L10 July 1, 1976, "Property Management Standards."

SECTION VII. GENERAL FEDERAL CONDITIONS

The Contractor further agrees as follows:

A. RECORD KEEPING

That records shall be maintained in sufficient detail to enable the Authority and the federal officials to determine whether or not the contract has carried out the CGP Citizens on Patrol/Crime Prevention Program in compliance with this Agreement and all of the Authority and federal guidelines, regulation and policies. Those records shall record the Contractor’s cost by budget line item and shall, at minimum, include payroll, time cards, invoices, contracts, vouchers, checks, orders, program records, client files and verification of income documentation which either the Authority or any federal official may require. All such document shall be thoroughly identified and readily accessible. In addition, all original documentation shall be retained for a period of three (3) years following the completion of the CGP Citizens on Patrol/Crime Prevention Program.

B. FEDERAL COMPLIANCE

That the Contractor will comply with the following laws and directives:

1. Executive Order 11063, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

2. P.L.880352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, Hmirei the benefits of, or subjected to discrimination under any program activity which receives federal financial assistance. The Authority hereby extends this requirement to the Contractor and its private contractors. Specific prohibited, discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 etseq.).

3. PX.90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provisions of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to thb statute, the Authority requires that the Contractor
administer all programs and activities which are related to housing and community development in such a manner as to affirmatively further fair housing.

4. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

C. USE OF FUNDS

That the funds that are provided by the Authority hereunder shall not be used directly to employ, award contract to, or otherwise engage the services of any debarred, suspended, or ineligible contractors).

D. POLITICAL ACTIVITIES

That none of the personnel who are employed in the administration of the CGP Citizens on Patrol/Crime Prevention Program shall, in any way or extent, be engaged in the political activities in violation of Title V, Chapter 15, of the United States Code.

E. NON-RELIGIOUS USE OF FUNDS

That if the Contractor is a religious organization that provides public service, it shall in addition to, and not in substitution for, other provisions of the Agreement with respect to the provision of public services with funds pursuant to Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et seq.):

1. Represent that it is, or may be deemed to be, religious or denominational institution or organization or an organization that is operated for religious purposes which are supervised or controlled by or in connection with a religious or denominational institution or organization;

2. Agree that, in connection with such public service activities:

   a. It will not discriminate against any employee or applicant or employment on the basis of religion and will not limit employment or give preference to persons on the basis of religion;

   b. It will not discriminate against any person who applies for such public service activities on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

   c. The portion of a facility that is used to provide public service activities that are assisted, in whole or in part, under this Agreement shall contain no sectarian or religious symbol or decoration.
F. LOBBYING CERTIFICATION

By proposing to do business with each other, both the Authority and the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of the Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, cooperative agreement, and the extension, continuation renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Both parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This clause is a material representation of fact upon which reliance was placed with the award was made and entered into. The signing of a contract or acceptance of award certifies compliance with certification, which is a prerequisite for making or entering into a contract which is imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION Vm. SUSPENSION OR REDUCTION IN FUNDS

The suspension of funding hereunder in whole or in part, may occur in the event of any default, inability or failure to perform on the part of the Contractor or if the Authority, or HUD, or both, recommends such suspension for any reason. If funding is suspended hereunder, it shall remain suspended until either:

1. The matter is corrected to the satisfaction of the Authority or HUD, or both; or
2. A determination is made to amend or terminate this Agreement.

SECTION IX. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENTS

The Contractor and the Authority hereby agree to negotiate in good faith to amend, modify or otherwise revise this Agreement should such a modification be desired by the Parties or become necessary or be required by HUD or by any applicable federal statute or regulation, or both.

B. NOTICE OF FAILURE TO PERFORM

If the Contractor fails to fulfill, in a timely and proper manner, its obligation in the performance of the services that are described in Appendix A, as specified in Section 1 hereof, or violates any of the covenants, agreements or conditions which are contained herein, the Authority shall thereupon have the right to reinstate this Agreement by giving written notification to the Contractor of its election to do so and specifying the effective date of such termination. Such notice shall be given not less than ten (10) days prior to the effective date of the termination.

C. TERMINATION FOR FUNDING RESTRICTIONS

The Contractor acknowledges that The CGP funds that are provided by the Authority, hereunder, which may be expended pursuant to this Agreement, are subject to being terminated or withheld from the Authority by the Federal Government. It is therefore specifically understood and agreed by the Contractor that, in such event, the Authority shall not be obligated to pay any monies to the Contractor hereunder and may elect to terminate this Agreement, subject to reimbursing the Contractor for the eligible costs which the Contractor had incurred up to and including the effective date of the termination or withholding of funding by the Federal Government; providing however, that such reimbursement shall be made only to the extent that the CGP funds are available therefore.

D. TERMINATION FOR CONVENIENCE

It is understood that the Authority and the Contractor may cancel this Agreement at any time for any reason deemed to be in the best interests of the Authority, upon delivering to the other party a written notice of its intention to do so at least thirty (30) days prior to the effective date of such cancellation.

E. CONTRACT DOCUMENTS

The following documents and the information contained therein shall be considered to be a part of this contract:
I. This fully executed contract form including Appendix A.

F. CONFLICTING DOCUMENTS

In the event that any provision in any proceeding listed documents conflicts with any provision in any of the other listed documents; the provision in the document first listed shall govern, except as otherwise specifically stated. The resolution of any dispute between the Authority and Contractor that cannot be resolved by mutual agreement, shall conform with the terms, conditions and procedures contained within clause D(1) of the Authority's document titled "Instructions to Bidders."

SECTION X. MISCELLANEOUS PROVISION

A. ERRORS AND OMISSIONS

The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore, each provision of law and each clause which is required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If through mistake or otherwise, any such provision is not inserted, or is inserted incorrectly, this Agreement shall forthwith be physically amended to make such insertion or correction upon the application of either Party.

B. GENDER REFERENCE

As used in this Agreement, the masculine gender includes the feminine and neuter genders, the singular number includes the plural number and the plural number includes the singular number.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the date and year first above written.

HOUSING AUTHORITY OF THE COUNTY OF CLARK, NEVADA

[Signature]

Dorothy J. Kidd, Chairman
Board of Commissioners

W. F. Cottrell, Secretary

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

[Signature]

Jerry Keller, Sheriff

ATTEST:

[Signature]

Virginia Carist, Clerk,
Fiscal Affairs Committee

APPROVED AS TO LEGALITY:

[Signature]

Office of the District Attorney
APPENDIX A:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
SCOPE OF SERVICES FOR
CITIZENS ON PATROL (C. O.P)/CRIME PREVENTION
PROGRAMMING
FOR
MILLER PLAZA / BIEGGER ESTATES

In compliance with the Comprehensive Grant Program (CGP) as administered by the Housing Authority of the County of Clark, Nevada, the following services will be provided to the residents of Miller Plaza and Biegger Estates:

1. The Citizens On Patrol/Crime Prevention Programming is directed toward crime prevention and the minimizing of criminal activities at the low-income Public Housing complexes of Miller Plaza and Biegger Estates through direct contact with Housing Authority of the County of Clark, Nevada residents. The intended outcome of the program will be to create a working relationship between the Metro Police and the residents to the extent that the residents will be able to assist both themselves and the police department through continued patrolling and monitoring of activities at the sites.

2. Comprehensive Grant Program funds will be used to compliment and augment the existing Las Vegas Metropolitan Police Department's Community Policing Program. Comprehensive Grant Program funds will only be used in conjunction with the Community Policing and crime prevention, efforts at Miller Plaza and Biegger Estates.

3. The program is designed to be implemented in three phases as outlined herein:

   Phaee I: The Initial Start Up

   The program will be kicked off with a Block Party that will enable residents and officers involved to meet one another and begin building rapport

   1) An officer will be assigned to each shift to both Miller Plaza and Biegger Estates. This will provide 24-hour coverage, 7 days per week.

   A. The officers will handle calls for service at Miller Plaza and Biegger Estates along with other calls in the area.
B. When not assigned, the officers will spend their time in and around the Miller Plaza and Biegger Estates area.

2) The officers will have a cellular phone that will enable residents to call and report criminal activity directly to the officers assigned to the area.

   A. All residents will be provided the phone number to the cellular phones carried by the officers.

3) The officers will have a laptop computer for their use.

   A. The computer will allow the officers to enter and retrieve information regarding people who live in the area and provide a means for determining and monitoring problem spots.

   B. The officers will maintain a running log that will enable the next officer on a shift to review incidents from previous shifts.

   C. The officers will download information from the laptop to a main computer base maintained by Las Vegas Metropolitan Police Department in order to store accrued reports and records.

4) The officers will take a "zero tolerance" policy along with a proactive posture in addressing criminal activity on the properties.

   A. The officers will conduct field interviews, issue citations, and make attest as appropriate.

   B. The officers will be expected to get out of their patrol cars and talk with residents in order to build trust with the residents.

5) The officers will pass the cellular phone, laptop computer and logs on to the next officer as he/she comes on shift.

6) The Problem Scanning Officer will monitor the efforts of the officers at Miller Plaza and Biegger Estates. If needed, the Problem Scanning Officer will coordinate with other sections within the Department in order to alleviate specific problems.

**Phase II: Citizens On Patrol M.C.O.P.**

1) The residents will be asked to walk their respective properties (Biegger Estates or Miller Plaza) and to report any crime they see to the Metro officers working the area(s).
A. The residents will have a cellular phone in order to report the crimes in which they may come into contact.

B. The residents will have yellow vests to wear in order that they may be visible to officers responding and to other residents.

C. The residents will wear a baseball cap with "C.O.P." on it in order to assist in identifying resident patrol members. The hat will be the residents' to keep.

2) The residents will be rewarded by the following:

   A. Helping to eradicate crime from the area(s) in which they live;

   B. They could receive a cash reward associated with police contact as a result of their reporting of a crime. The contact could be anything from a field interview, to a citation, to an arrest.

   C. The reward would be anything from cash, to coupons from local grocery stores or gift certificates from local department stores.

3) Upon completion of the program, the residents should continue to patrol and monitor the individual complexes targeted by the program.

   A. Throughout this program, Metro will train residents to be self-supporting in their crime prevention efforts and to be able to utilize the Resident Councils as a means to continue the safety patrols upon conclusion of the program.

Pbaae III: Crime Prevention

1) The program will be established by Metro through their Crime Prevention Unit and will include the following:

   A. Crime Prevention Through Environment Design (CPTED) which consists of the Crime Free Multi-Housing Program by LV Metropolitan Police for Apartment Managers (8 hr. class)

   B. Safety surveys - Survey of Property in conjunction of CPTED upon completion of CPTED by Managers

   C. Crime prevention classes through the Resident Council - classes to be conducted on a bi-monthly basis

   D. Surveys to determine what residents want to ace at their complexes - surveys to be distributed to residents of Biegecr Estates and Miller

• to be funded directly by the Authority
Beginning of program to determine resident crime prevention needs

2) Handouts for the residents will include the following:
   A. Crime prevention information
   B. Badges and coloring books for the children

3) Summer projects will include the following:
   A. Cow Bus to make site visits
   B. Other agency contacts will be established to assist residents
   C. Walking with Parks and Recreation on a summer activity

Summary

The program goals are to implement a program whereby the Las Vegas Metropolitan Police provide the 'tools' and support to help the residents of Miller Plaza and Bigger Estates to help themselves in crime prevention through the establishment of Citizen Patrols and related crime prevention techniques. Metro will be responsible for working alongside the residents of the two complexes; itsidents will be expected to continue the patrols and crime prevention measures upon program conclusion.

Phase I, Initial Start-Up, of the program will allow residents to be introduced to the program and to establish positive rapport with the Metro officers. The sooner the rapport is established, the sooner program results will be seen. Metro acknowledges that initially the program must allow residents to build trust with the officers. Metro anticipates that this could be a slow process. Phase I, Initial Start-Up, will last approximately 1 month.

Phase II, Citizen Patrols, will be introduced in small increments, progressing at the pace that residents 'buy into' the program. The goal is to allow residents to eventually police themselves with assistance from Metro. Phase II will begin in the second month of the program and will continue after the program concludes. Metro anticipates the Citizen Patrols to be operational by the third month of the program. As residents become more involved, Metro will taper back its officer involvement, monitoring and assisting the residents as needed.

Phase III, Crime Prevention, will consist of a number of crime prevention meetings. The crime prevention efforts will be accompanied by training sessions. Phase III will continue after the program has concluded.
An overall goal of the program will be to establish a strong Resident Council and to provide the members of the Council, and the residents at large, with the tools and training needed to continue the program established by Metro upon program conclusion.

**Program Expenditures**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Description</th>
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| 1) Computer | $43,500 | A. Color printer  
B. Scanner  
C. Digital camera |
| 1) Computer | $2,000 | A. Compatible with Metro main computer  
B. All accessories to be used in a patrol vehicle  
C. All accessories to be used in a residence |
| 3) Crime Prevention Supplies | $2,000 | A. Plastic badges  
B. Coloring books  
C. Hats and shirts |
| 4) C.O.P. Supplies | $1,000 | A. Yellow vests  
B. Hats  
C. Notebooks |
| 5) Reward "Monies" | $5,000 | A. Gift certificates  
B. Secret Witness rewards |
| 7) Overtime for Officers | $12,500 | A. Follow-up that may take officers past their regular shifts |

**TOTAL:** $25,000

Note: All total figures are approximated.

*to be funded directly by the Authority*