



## **Irving Community-One Program For Multi-Family Properties**

\*\*A program that builds a safer community through the collaborative efforts of the Irving Police Department, multi-family housing property managers, and their residents.\*\*

## **Manager Information Handbook**

This booklet is designed to help you have an understanding of the requirements for the Irving Community-One Program. This program is designed around three levels of participation, which includes manager and staff certification and property security surveys by crime prevention officers from the Irving Police Department.

### **Topics covered in this manual include:**

1. Overview of the Irving Community-One Program
2. Program levels and requirements
3. Benefits of the Irving Community-One Program
4. Lease addendum to application and criminal background checks
5. Criminal Trespass Program
6. Program non-compliance
7. Program contacts and miscellaneous information

### **What is the Irving Community-One Program?**

The Irving Community-One Program is a partnership between the Irving Police Department, property managers and residents working together in a cooperative effort to create a safer community. The program is designed to help reduce criminal activity and police calls for service at multi-family properties. By following the steps outlined in the Irving Community-One Program, you can help create an atmosphere that is more desirable for your residents and make the criminal element feel uncomfortable being at or conducting business on the property.

There are three levels to the program and each level has specific requirements. The three different levels and their requirements will be described below.

### **The Irving Community-One Program will:**

- Identify tools that can be utilized to help reduce crime related problems in a multi-housing community.
- Provide training through an on-line certification program that has three levels. You may choose to participate in the bronze level only, bronze and silver levels, or become fully certified by achieving gold level of the Irving Community-One Program.
- Provide important information and tips to help manage and maintain a multi-housing property and encourage residents to participate in crime prevention strategies that help make the community a safer place to live.

### **Bronze Level Requirements:**

- The manager of the property must complete the online training module. Once the course and accompanying test have been successfully completed a certificate of completion will be issued to the manager and will be good for two years.
- DPS background checks are required on all applicants, occupants, renewals and employees 17 years of age or older.
- Verifiable identification is required from all applicants, occupants, renewals and employees 17 years or older. (If no ID is available then a verified background through fingerprints may be accepted.)
- Criminal history questionnaire must be filled out by all applicants, occupants, renewals and all employees 17 years of age or older.
- The property must use the crime reduction lease addendum and it must be signed by each person 17 years of age or older listed on the lease.
- The property must participate in the Irving Police Department's Criminal Trespass Program.
- Manager must sign a terms of agreement form with the Irving Police Department.

### **Benefits of Achieving Bronze Level:**

- A certificate of completion will be issued to the manager, it is good for a period of two years, (only the manager is required to complete training at this level).
- Manager toolbox available online.
- Criminal trespass signs will be provided to the property.
- Property will receive a certificate that can be displayed in the leasing office to show the property meets all of the requirements of the bronze level of the Irving Community-One program.

### **Silver Level Requirements:**

- Property must meet all bronze level requirements.
- All assistant managers, leasing agents and the lead maintenance staff must successfully complete the Irving Community-One Program training for the property to reach silver level. Once the silver level has been attained, any new or replacement staff needs to complete the online training within 30 calendar days of start of employment.
- An on-site preliminary C.P.T.E.D. (Crime Prevention Through Environmental Design) inspection will be conducted of the property by the Irving Police Department. A checklist will be completed (copy of checklist can be found in the toolbox) along with a walk through of the property with the management and maintenance to determine what changes or enhancements are needed to have your property move to silver level and/or fully certified gold level.
- Meet CPTED landscaping requirements as outlined in the checklist.

- Establish a method of communication to the residents either by e-mail, newsletter or website on a quarterly basis at a minimum. Proof of distribution will need to be provided upon request.

### **Benefits of Achieving Silver Level:**

- Property will receive a certificate that can be displayed in the leasing office to show the property meets all the requirements of the silver level of the Irving Community-One program.
- Staff will receive certificates of achievement upon successful completion of training.
- Property will receive resident booklet for distribution to residents.
- Property can use the Community-One logo in their publications.

### **Gold Level Requirements:**

- Property must meet all bronze and silver level requirements.
- The multi-housing community must be in compliance with all CPTED requirements as outlined on the checklist.

### **Gold Level Benefits:**

- Property will receive a certificate that can be displayed in the leasing office to show the property is fully certified gold level.
- Listed on the Irving Police website as a fully certified gold level property.
- Public information reports upon request.
- Weekly calls for service report provided.
- Property will be eligible to receive contact cards from officer's calls for service on the property.
- Provided signs showing the property is fully certified as an Irving Community-One Program participant.

## **LEASE ADDENDUM TO APPLICATION and HELPFUL HINTS**

Lease addendums are a vital part of the Irving Community-One Program in an effort to keep illegal activity off rental property. A lease addendum is a civil contract between a landlord and tenant whereby the rental applicant agrees prior to tenancy to abide by the rules of the property and not to participate in or allow criminal activity to occur on or near the property. The crime reduction lease addendum is one of the tools used to make this program successful. The crime reduction lease addendum was developed to give reasonable notice to new residents (at the time they enter into the rental agreement) about activities or behaviors that contradict property rules, regulations, lease agreements or state statutes.

To qualify as a program participant you must use the crime reduction lease addendum and it must be signed by anyone listed on the lease. You may want to attach the lease addendum to the top of each application you provide to a prospective tenant(s) so they have a chance to read it before completing the rest of the application. It is important that you are consistent in this practice with everyone interested in renting at your community. Letting your prospective tenants know up front that you use the addendum and also do background checks, this may help save time and possible problems in the future. You may consider having prospective tenant(s) initial the form, indicating they have read it while you are waiting for the application and background checks to be completed. If the application and background checks are clear and you extend the invitation to rent, you must have them formally sign the document. Lease addendums are available in the manager toolbox in both English and Spanish.



## CRIME REDUCTION LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, manager or owner and resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Federal Controlled Substance Act [21 U.S.C. 802]).

2. Shall not engage in any act intended to facilitate criminal activity.

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Texas Health and Safety Code Chapter 481 – Texas Controlled Substances Act, at any locations, whether on or near the dwelling unit premises.

5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in Texas Penal Code Chapter 43 – Public Indecency, criminal street gang activity or engaging in organized criminal activity as defined in Texas Penal Code Chapter 71 – Organized Crime, threatening, intimidating, or committing assault as prohibited in Texas Penal Code Chapter 22 – Assaultive Offenses, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE RIGHT OF POSSESSION.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the right of possession. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

8. I hereby authorize management to use all police generated reports as direct evidence in all eviction hearings against me.

9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between manager or owner and resident.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Name of Property

\_\_\_\_\_  
Date

## HELPFUL HINTS

Did you inform the prospect that you do criminal history checks on applicants?  
(Remember that as long as you do the same procedure for ALL applicants, you are being fair).

Before accepting the application - look it-over - is it complete? Be sure to look at what the applicant wrote on the application. Does the information make sense?

Applicant may disqualify themselves. If they are not willing to initial or sign ALL parts of the application, you may not need to go any further with the process.

The Fair Housing Act protects the following seven classes:

- |             |                    |                      |
|-------------|--------------------|----------------------|
| 1. Race     | 4. Sex             | 7. Disabled/Handicap |
| 2. Religion | 5. National Origin |                      |
| 3. Color    | 6. Familial Status |                      |

You may not discriminate against a prospective client for any of the above reasons, however: **a criminal history is not one of them.**

Follow your management policy as it pertains to identification when you are completing the application process. It is also important you have a policy to follow when you are showing the property to a prospective tenant. You may ask for valid Driver's License or other acceptable form of identification. Make sure the applicant is who they say they are. If you will be showing a prospective tenant an apartment, be sure to photo copy their license and leave it in your office. Also notify someone on the property that you will be showing someone around the property and what apartment number you will visit. This information can become very important if something were to happen to you while showing the property to this person. THINK SAFETY!

## CRIMINAL HISTORY/BACKGROUND CHECKS

Property managers are required to conduct DPS criminal history checks. There are several options available to you. The Irving Police Department does not recommend or endorse any one company. It is up to you and your owner/management company to choose the right company to meet your apartment community needs.

*NOTE: When you get a felony history, consider what the charge was. A felony bad check writer does not necessarily constitute a bad tenant! But yet a misdemeanor possession of drugs or domestic abuse may! It's up to you, what you want to consider. You should consult with an attorney that specializes in multi-housing law to help establish a policy on tenant screening.*

## CRIMINAL TRESPASS PROGRAM

The rental property will be required to participate in the Irving Police Criminal Trespass Program. Trespass enforcement only applies to common areas of the property such as: parking lots, retention basins, parks, playgrounds and pools. (Not the private residence)



This form is a legal document and cannot be altered in any way.

# CRIMINAL TRESPASS ENFORCEMENT PARTICIPATION FORM

My name is \_\_\_\_\_. I am the \_\_\_\_\_ of the private property located at \_\_\_\_\_, Irving, Texas \_\_\_\_\_. I have care, custody and control of the above referenced private property. I am authorized to act on behalf of said private property.

I hereby request and authorize the Irving Police Department to enter the property at said location and, in my absence, to enforce the criminal trespass statute, Section 30.05 of the Texas Penal Code, against any person who is not authorized to be on said property. Irving Police Department Officers may act as "persons with apparent authority to act for the property owner" to notify any person who is not authorized to be on said property that his entry is forbidden and to leave the property immediately or face possible arrest pursuant to the criminal trespass statute. Appropriate "no trespassing" signs have been posted on the property at locations that are reasonably likely to come to the attention of intruders, in accordance with the criminal trespass statute. In addition, my designee or I will fully cooperate in the prosecution of anyone who is arrested for criminal trespass pursuant to this enforcement program.

This authorization will remain in effect from the date received by the Irving Police Department until revoked by me or my successor. I understand that this document is a government public record. I understand that the City of Irving, the Irving Police Department, its officers or employees are not responsible criminally or civilly for acting on my behalf based on this agreement. By signing and authorizing this agreement I agree to hold the City of Irving, the Irving Police Department, its officers or employees harmless for the good faith execution of this document. I agree to notify the police department immediately if I discover a Criminal Trespass Warning was given in error.

I agree to notify the Irving Police Department in writing when the authority is revoked, amended or any changes occur. I understand that the Irving Police Department may terminate this program and agreement at any time without notice or reason given.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
After Hours Contact Number

\_\_\_\_\_  
Business Address / Business Telephone Number

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**For Police Department Use Only**

Date received:

Received by:

# **NO TRESPASSING**

**VIOLATORS WILL BE  
PROSECUTED IN ACCORDANCE  
WITH TEXAS PENAL CODE  
30.05. ENFORCED BY THE  
IRVING POLICE DEPARTMENT  
AT THE OWNER'S REQUEST.**

## **PRIVATE PROPERTY**

**ONLY TENANTS AND GUESTS ACCOMPANIED BY  
TENANTS ALLOWED**



## **RESIDENT COMMUNICATION**

Since multi-housing residency is incredibly transient, it is difficult to get everyone all at once to a safety meeting. To ensure tenants are receiving timely and current crime prevention information, a method of communication will need to be established by the property on a minimum quarterly basis. This communication can be in the form of a flyer, newsletter, e-mail or website. The goal is to get up to date information to the residents on topics associated with crime prevention in multi-housing. Proof of the communication will need to be provided to your Crime Prevention Officer upon request.

## **CALLS FOR SERVICE**

**Calls for Service:** are provided for those participants meeting gold level requirements/fully certified Irving Community-One. Calls for service will show all police related activity occurring at the property address and will include activity not listed on the crime reduction lease addendum.

Calls for service are tools for the property manager to aid in establishing cause for violations of the crime reduction lease addendum. Without this information it is difficult to know which tenants are committing crimes, therefore, affecting an eviction. Calls for service will help to establish violations of the property rules and regulations, therefore, serving the appropriate notices.

Calls for service are those tools to assist the manager in cleaning up a property of criminal activity. The information provided will include all police activity on the property and report numbers if applicable. Copies of the police reports can then be obtained from the Irving Police Department records division.

## **RENEWAL REQUIREMENTS**

The renewal requirements are simple.

- Manager and staff are certified every two years by retaking the online course.
- Property must maintain minimum program requirements for level of participation.

## **NON-COMPLIANCE**

Irving Community-One Program participants can be placed on probation if they are not meeting program requirements or violate program policies. The probationary period will be a reasonable amount of time a property needs to come into compliance. The Crime Prevention Officer will work with management to reasonably assist them through the probationary time. If the manager chooses not to complete the probation or the property fails to maintain program requirements the Crime Prevention Officer will begin the de-certification process for the property and subsequent removal from the program. Program signs and property certificates will need to be returned to the Irving Police Department within 30 days.

## **PROBATION PERIODS**

The following are examples of Irving Community-One program non-compliance and the appropriate probationary periods. This is not intended to be an all-inclusive list and the Crime Prevention Officer may observe non-compliance issues that are not listed below.

### **Seven (7) Calendar Day Probation**

- Graffiti removal
- Cleanliness
- Hazards
- Criminal trespass program participation
- Crime reduction lease addendum
- Not serving non-compliance eviction notices

### **Thirty (30) Calendar Day Probation**

- Landscape maintenance
- Lighting repairs or replacements
- Non usage of required security devices
- Required management or staff training
- Method of resident communication

## **STATUS CHECKUP**

One way for crime prevention officers to assess adherence to the Irving Community-One program is through a status check-up. This inspection may occur at least once during the 2-year program participation period. This is an opportunity for the crime prevention officer and the staff to meet and discuss the Irving Community-One program and ensure compliance with program requirements.

A crime prevention officer will complete the Irving Community-One check-up form and provide a copy for your records. The property will be placed on probation if it does not meet program requirements and the compliance date will be provided to correct the issue. If a property fails to meet the program requirements by the compliance date, the property will be removed from the program.

## **TERMS OF AGREEMENT**

The Irving Community-One program will only be effective in reducing crime on your property by working together in a partnership. The terms of agreement form is that handshake of commitment in the partnership that states what requirements need to be met in the program. The agreement will need to be signed prior to receiving bronze level property certificates.



## Irving Community-One Program Terms of Agreement

**In consideration for the use of the Irving Community-One program certificates, the signs and the use of the Community-One logo, we agree to the following requirements:**

- 1) \_\_\_\_Property managers agree to comply with Irving Community-One Program training requirements within thirty (30) calendar days of employment and recertify every 2 years thereafter, to maintain property certification at desired program levels.
- 2) \_\_\_\_Management must notify the Community-One coordinating officer [clindemuth@cityofirving.org](mailto:clindemuth@cityofirving.org) within fourteen (14) calendar days of any staff changes.
- 3) \_\_\_\_Management will conduct DPS criminal background checks on all applicants/occupants, renewals and employees 17 years of age or older.
- 4) \_\_\_\_Management will require verifiable identification from all prospective applicants/occupants, renewals and employees 17 years of age or older.
- 5) \_\_\_\_Property management agrees to utilize the Crime Reduction Lease Addendum and to serve appropriate eviction notices based upon police generated reports, and to cooperate with police officers, detectives and code enforcement officers in all legitimate investigations and service of warrants on the property.
- 6) \_\_\_\_No guarantee is to be stated or implied that a property is “free of crime” by virtue of this program alone.
- 7) \_\_\_\_It is agreed that the use of the Community-One signs, logos and certificates are granted by the Irving Police Department and can be revoked if the property is in non-compliance with the program.
- 8) \_\_\_\_No additional wording, emblems or seals are to be placed on the Community-One signs and the signs cannot be changed or altered in any way.

- 9) \_\_\_\_ If the property manager or its agents are in non-compliance with the Irving Community-One Program, the use of all signs, logos or certificates and any claims to the Irving Community-One Program participation must be discontinued.
  
- 10) \_\_\_\_ The property manager or their designee must have knowledge of police related activity on the property.
  
- 11) \_\_\_\_ Property management agrees to maintain CPTED standards based on level of Irving Community-One Program participation.
  
- 12) \_\_\_\_ If at any time the property is mandated to participate in the Code Enforcement CFMH ordinance or the Mandatory Crime Reduction programs, the property will be removed from this Community-One program until further notice.
  
- 13) \_\_\_\_ If participation in the Irving Community-One Program is terminated for any reason; the property management is responsible to turn over all program signs and property certificates associated with the program within thirty (30) calendar days. The Irving Police Department reserves the right to confiscate these items if not surrendered upon request, and is not responsible for consequential damages as a result of the seizure.

**Property Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Manager Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Crime Prevention Officer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This agreement will remain in effect unless otherwise amended.**

## **SIGNS**

Program signs are designed to be displayed at fully certified gold level properties on a post, gate, wall or side of building. The signs will show that your property is participating in the Irving Community-One Program. These signs are copyrighted and can only be ordered through the Crime Prevention Unit. There **is no cost** to the property for the signs.

**A COMMUNITY-ONE PROPERTY**



**MANAGERS • LAW ENFORCEMENT • RESIDENTS  
WORKING TOGETHER**

**IRVING POLICE DEPARTMENT  
972-273-1010**