



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 16, 2007

Ordinance 15924

Proposed No. 2007-0476.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract between King County and the King
3 County Housing Authority relating to law enforcement
4 community policing services.

5

6 STATEMENT OF FACTS:

- 7 1. The King County Housing Authority desires to provide supplemental
8 community policing and law enforcement services for residents of the
9 Park Lake Homes and other King County Housing Authority owned
10 and/or managed properties in its southwest area jurisdiction.
- 11 2. The county has the resources to provide those community policing and
12 law enforcement services.
- 13 3. Participation in this agreement is to the mutual benefit of the citizens of
14 King County.

15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

16 SECTION 1. The county executive is authorized to execute an agreement,
17 substantially in the form attached to this ordinance, with the King County Housing
18 Authority to provide law enforcement and community policing services.
19


Ordinance 15924 was introduced on 10/1/2007 and passed by the Metropolitan King
County Council on 10/15/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine


No: 0

Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

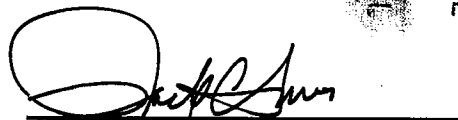

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23 day of OCTOBER, 2007.



Ron Sims, County Executive

RECEIVED
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KING COUNTY COUNCIL

Attachments A. Contract for Community Policing Services between the King County Housing
 Authority and the King County Sheriff's Office

15924

Attachment A

Contract Number: MR0700330



KING COUNTY HOUSING AUTHORITY

Housing Management

600 ANDOVER PARK WEST, SEATTLE, WASHINGTON
98188

PHONE (206) 574-1100 • FAX (206) 574-1104

**Contract for Community Policing Services between
the King County Housing Authority
and
The King County Sheriff's Office**

This Contract is entered into by and between the King County Housing Authority, hereinafter referred to as "KCHA", and the King County Sheriff's Office, hereinafter referred to as the "Agency", whose principal office is located at King County Courthouse, 516 3rd Avenue, Room W116, Seattle, WA 98104-2312.

WHEREAS, the King County Housing Authority has determined the need to have certain community policing services performed for residents at Park Lake Homes and other King County Housing Authority owned and/or managed properties in KCHA's Southwest Area jurisdiction, as defined in Section 1 "Definitions", subsection F of this contract, hereinafter referred to as "Park Lake Homes/Southwest Area"; and

WHEREAS, the King County Housing Authority desires to have the Agency perform such services pursuant to certain terms and conditions; and

WHEREAS, the Agency has the capacity to provide such services and Park Lake Homes/Southwest Area is located in unincorporated King County under the Agency's jurisdiction; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

Contract Number: MR070033

1. **Definitions.** The following definitions are applicable to this Contract:

- A. "KCHA" means the King County Housing Authority, including, where appropriate, any limited liability corporation (LLC) for which KCHA is a managing general partner or properties serviced under this contract.
- B. "Agency" means the person or other entity entering into the contract with KCHA to perform all of the work required under the contract.
- C. "HUD" means the Secretary of Housing and Urban Development, its delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
- D. "Contract" means the contract entered into between KCHA and the Agency. It includes the contract, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, amendment, change order, or other modifications.
- E. "Contracting Officer," means the person delegated the authority by KCHA to administer and/or terminate this Contract and designated as such in writing to the Agency. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing.
- F. "Park Lake Homes/Southwest Area" includes the following properties: Park Lake Homes (formerly Park Lake Homes Site II), the new development "Greenbridge" and associated properties within it (formerly Park Lake Homes Site I), Yardley Arms Apartments, Burien Park Apartments, Munro Manor Apartments, Boulevard Manor Apartments and Arbor Heights.

2. **Contract Documents.** The clauses set forth in the Contract Documents are hereby incorporated into and made part of the Contract. The Agency acknowledges receipt and review of all Contract Documents applicable to the performance of services and to the premises. The Contract shall consist of the following component parts:

- A. This Instrument;
- B. Exhibits, as listed:

- (1) Exhibit A -- Scope of Work
- (2) Exhibit B -- Project Budget
- (3) Exhibit C -- Reporting Requirements
- (4) Exhibit D -- Invoice Format
- (5) Exhibit E -- Resident Contact Data Report
- (6) Exhibit F -- Quarterly Narrative Report
- (7) Exhibit G -- Section 3 Certification Requirements
- (8) Exhibit G-1 -- Section 3 Certification Form (Agency)
- (9) Exhibit G-2 -- Section 3 Certification Form (Operatives)
- (10) Exhibit G-3 -- Section 3 Employment Tracking Form
- (11) Exhibit H -- Insurance Requirements
- (12) Exhibit I -- Roles and Responsibilities for Maintenance of Facilities
- (13) HUD-5370-C -- General Contract Conditions

Contract Number: MR070033

- C. Any modifications duly delivered after execution of this Contract (see Section 7, Contract Modifications).

3. Terms of the Agreement.

- A. **Duration of Contract:** The Contract shall be in full force and effect for a period commencing December 1, 2006, and ending November 30, 2008, unless sooner terminated, pursuant to Section 8, Default and Termination, herein. This contract may be extended for additional twelve (12) month or twenty-four (24) month periods, up to a total of forty-eight (48) months, through written amendments, change orders, or other modifications to this contract.
 - B. **Scope of Services to be Performed by the Agency:** The Agency shall perform those services and reporting activities as described in Exhibit A and Exhibit C attached hereto and incorporated herein. The Agency shall furnish all equipment and supplies reasonably necessary to carry out the purpose of this Contract and shall provide the necessary personnel, supervision and programs to realize the intended purpose of the Contract. No activities other than those necessary for, reasonably related to, and associated with the purpose of this contract shall be carried out under this Contract.
 - C. **Compensation and Method of Payment:** KCHA shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein.
 - D. **Agency Budget:** The Agency shall apply the funds received under this Contract within the maximum limits set forth in this Contract and according to the budget itemized on Exhibit B. The Agency shall request prior approval for KCHA whenever the Agency desires to amend its budget by transferring funds among the budget categories, pursuant to Section 7, Contract Modifications, herein.
 - E. **Employee and Volunteer Screening:** The Agency assumes responsibility for screening all employees and volunteers who come in contact with vulnerable children and adults as per RCW 43.43.830 - 43.43.842, 74.15.010 - 74.15.030 or any other industry standard.
 - F. **Facilities.** If the Agency will be using any KCHA owned facilities or facilities managed by KCHA for any LLC, including community rooms, community buildings, other public spaces and/or office space, Agency must comply with the terms outlined under the Roles and Responsibilities for Maintenance of Facilities (Exhibit I) of this Contract.
4. **Independent Contractor.** The Agency and KCHA agree the Agency is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create a relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded KCHA employees or any KCHA-related LLC by virtue of the services provided under this Contract. KCHA or any KCHA-related LLC shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employees of the Agency.
5. **Assignment of Contract.** The Agency shall not assign or transfer any interest under any of the Contract documents without the prior written consent of the Contracting Officer.

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6. Subcontracting and Subcontractors.

- A. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into with a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime Contract or a subcontract.
- B. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.
- C. The Agency shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State of Washington.
- D. The Agency shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Agency.
- E. The Agency shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and KCHA and any KCHA-related LLC or between the subcontractor and HUD.
- G. The Agency shall report to KCHA any subcontracts it executes with any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.

7. Contract Modifications.

- A. Only the Contracting Officer, the Executive Director of KCHA, has authority to draft contract modifications of any term or condition of this contract on behalf of KCHA. Final contract modifications shall be deemed approved and authorized if in writing and duly signed by the Executive Director of KCHA, or his designee, and the authorized agent of the Agency.
- B. All modifications to this Contract that include a change in the Total Contract Value shall be in the form of a Change Order signed by the authorized agent of the Agency and the Executive Director of KCHA, or appointed designee. All other Contract modifications shall be in the form of supplemental agreements signed by the Agency and the Contracting Officer.

8. Default and Termination.

- A. KCHA may by written notice of default to the Agency, terminate this Contract for any one of the following circumstances:
 - (1) If the Agency fails to perform any of the services or reporting activities specified in Exhibit A and Exhibit C within the time specified here or any extension thereof; or

- (2) If the Agency fails to perform any of the other clauses of the Contract, or so fails to make progress on the performance of any of the other clauses of the Contract as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as KCHA may authorize in writing) after receipt of notice from KCHA's Contracting Officer or Property Manager specifying such failure.
- B. In the event KCHA terminates this Contract in whole or in part for default as provided above, KCHA may procure, upon such terms and in such manner as KCHA may deem appropriate, services similar to those terminated. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies by law, equity, or under this Contract.
- C. The Agency shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Agency. Such causes may include, but are not restricted to acts of God, casualties, and labor disputes. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the Agency and the subcontractor, and without the fault or negligence of either of them, the Agency shall not be liable for any excess costs for failure to perform.
- D. This Contract may at any time be terminated by either party giving the other party thirty (30) days written notice specifying the nature, extent and effective date of the termination. If the Agency's insurance coverage is canceled for any reason, KCHA shall have the right to terminate this Contract immediately. Further, KCHA may terminate this Contract in whole, or from time to time in part, for KCHA's convenience, or due to changes in the availability of funding to support Contract activities. Further, the Agency may terminate this Contract in whole, or from time to time in part, for the Agency's convenience.
- E. If the termination is for the convenience of KCHA or Agency, KCHA shall be liable only for payment for services rendered before the effective date of the termination. KCHA shall not be liable for payment of any values that KCHA may realize or accrue on or after the effective date of termination, where such values (i) arise from or is generated by the services rendered before the effective date of the termination, or (ii) have monetary amount assignable to them.
- F. Upon receipt of notice of termination, the Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and shall deliver to KCHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

9. Waiver and Severability.

- A. The failure or delay of either party to insist on performance of any provision of the Contract, or to exercise any right or remedy available under the Contract, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Waiver or breach of any provision of the Contract shall not be construed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract, unless the Contract is modified pursuant to Section 7, Contract Modifications, herein.

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- B. If any provision of the Contract is or becomes void or unenforceable by operation of law, the remaining clauses shall be valid and enforceable.

10. Disputes and Dispute Resolution.

- A. In the event of dispute arising under this Contract, the Agency shall immediately notify the Contracting Officer in writing of its contentions and submit its claim. Subsequent to such submission, and prior to any resolution determining otherwise or unless directed in writing by KCHA to suspend all or part of the work, the Agency shall continue its work unabated in compliance with this Contract, and such continuation shall not waive or prejudice the Agency's claim or its rights to make such claim.
- B. In the event of any dispute arising out of or relating to this Contract or the default thereof, KCHA and the Agency shall use their best efforts to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties within thirty (30) days after KCHA receives the submitted claim. After thirty (30) days, both parties may mutually agree to continue negotiations until a resolution satisfactory to both parties is reached, or either party may serve on the other a written mediation demand, and mediation shall be entered into. The parties shall make good faith attempts to settle any dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or by another nationally recognized mediation organization mutually agreed upon. Each party shall pay its own expenses in any mediation proceedings. If the parties fail to settle the dispute after mediation, both parties shall have those remedies available in law.

11. **Prohibition Against Liens.** The Agency is prohibited from placing a lien on KCHA owned property or any property that is managed by KCHA for any LLC. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

12. Indemnification and Hold Harmless.

- A. **KCHA Held Harmless.** Agency shall indemnify and hold harmless KCHA and its officials, officers, agents, volunteers, and employees, or any of them (collectively and individually, "Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the Agency, its officers, agents, and employees, or any of them relating to or arising out of the Contract or performance of services pursuant to the Contract. In the event any suit based upon such a claim, action, loss, or damages is brought against Indemnities, the Agency shall defend the same at its sole cost and expense; provided that Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered (1) solely against the Indemnities or (2) jointly against Indemnities and Agency and their respective officers, agents, and employees, or any of them, Agency shall satisfy the same.
- B. **Agency Held Harmless.** KCHA shall indemnify and hold harmless Agency and its officers, agents, and employees, or any of them (collectively and individually, "Agency Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of KCHA, its officials, officers, agents, volunteers and employees, or any of them relating to or arising out of the Contract. In the event that any suit based upon such a claim, action, loss, or damages

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is brought against Agency Indemnities, KCHA shall defend the same at its sole cost and expense; provided that Agency Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Agency Indemnities, or jointly against Agency Indemnities and KCHA and their respective officials, officers, agents, volunteers and employees, or any of them, KCHA shall satisfy the same.

- C. Liability Related to KCHA Policies, Rules and Regulations. In executing this agreement, Agency does not assume liability or responsibility for or in any way release KCHA from any liability or responsibility which arises in whole or in part solely from the existence or effect of KCHA policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such KCHA policy, rule or regulation is solely at issue, the KCHA shall defend the same at its sole expense and, if judgment is entered or damages are awarded against KCHA, Agency, or both, KCHA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- D. The Agency shall not subcontract any of the services provided under this contract, without prior written authorization from KCHA.

13. Insurance.

- A. The Agency agrees to comply with the insurance requirements described in Exhibit H.
- B. The Agency hereby certifies that the Agency and each subcontractor has, and shall maintain for the duration of this Agreement, Workers' Compensation insurance in accordance with Washington Workers' Compensation laws.

14. Title to Property Acquired.

- A. Property acquired with funds received from KCHA pursuant to this Agreement that cost five hundred dollars (\$500) or more, per item, and that has a useful life of one year or more, shall become the property of KCHA and shall be considered to be only on loan to the Agency.
- B. The Agency shall use such property only for Program purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage, or disappearance. The Agency shall mark each such item of property with KCHA property tags upon acquisition; complete inventory cards in duplicate for each purchase – one for the Agency and one to be forwarded within five days of purchase to KCHA; maintain a ledger entitled "Equipment, Furniture, and Fixtures" showing expenditures for equipment and such other inventory records as may be required by KCHA, and make a physical inventory of property purchased with program funds conveyed through this Contract at least once per year and reconcile the results with the property records. Any loss, damage, or disappearance of property acquired with Program funds conveyed through this Contract shall be reported to KCHA immediately.
- C. Upon the expiration or earlier termination of this Contract, or upon the completion of the Program, all such property and all finished or unfinished documents and materials prepared by the Agency with Program funds conveyed through this Contract shall, at the option of KCHA, be considered the property of KCHA and forwarded to KCHA upon request. Any and all products, program designs, or other written materials created in whole or in part by the

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Agency or its agents or employees with the support of KCHA funds shall be the property of KCHA during the term of this Agreement and after its expiration or termination.

15. **Section 3 Requirements.** The Agency agrees to comply with the Section 3 Certification Requirements described in Exhibit G – Section 3 Certification Requirements. Exhibit G-1 – Section 3 Certification Form (Agency), Exhibit G-2 – Section 3 Certification Form (Operatives) and Exhibit G-3 - Section 3 Employment Tracking Form.
16. **Record Keeping.**
- A. The Agency shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by KCHA to ensure proper accounting for all funds contributed by KCHA to the performance of this Contract and compliance with this Contract.
 - B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by KCHA.
17. **Audits and Inspection.** The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by KCHA or any other government agency so authorized by law during the performance of this contract. KCHA shall have the right to request a copy of the Agency's most recent financial statement at any time during the duration of this Contract.
18. **Grievance Procedure.** If available, the Agency shall provide a copy of the Agency's written client grievance procedure to KCHA within fifteen (15) days of the execution of the Contract and shall make copies of the client grievance procedure available to clients, if requested.
19. **Organization Conflicts of Interest.**
- A. The Agency warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and the Agency's organizational, financial, contractual or other interests are such that:
 - (1) Award of the Contract may result in an unfair competitive advantage; or
 - (2) The Agency's objectivity in performing the Contract work may be impaired.
 - B. The Agency agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make an immediate and full disclosure in writing to the Contracting Officer who shall include a description of the action which the Agency has taken or intends to take to eliminate or neutralize the conflict. KCHA may, however, terminate the Contract if it deems the action to be in the best interest of KCHA.

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- C. In the event the Agency was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, KCHA may terminate the Contract for default. (See also Section 8, Default and Termination.)
- D. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Agency. The Agency shall include in such subcontracts and consulting agreements any necessary clauses to eliminate or neutralize conflicts of interest.

20. HUD Requirements

- A. **Subcontracting with Small and Minority Agencies, Women's Business Enterprise, and Labor Surplus Area Firms:** The Agency shall take the steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms. Any subcontracts shall require prior written approval of KCHA.
- B. **Equal Employment Opportunity:** During the performance of this Contract, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation or disability. In addition, the Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap, where with regard to handicap a reasonable accommodation can be made. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- C. **Interests of Members of Congress.** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- D. **Interest of Members, Officers, Commissioners and Employees, or Former Members, Officers and Employees.** No member, officer, or employee of KCHA, no member of the governing body, and no other public official who exercises any functions or responsibilities with respect to KCHA, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- E. **Limitations on Payments Made to Influence Certain Federal Financial Transactions.** The Agency agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay 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 any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; or the modification of any Federal contract, grant, loan, or cooperative contract. The Agency further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL. Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid, to any person for influencing or attempting to influence an

Contract Number: MR070033

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 a Federal contract, grant, loan, or cooperative contract.

F. Examination and Retention of The Agency's Records. KCHA, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until six (6) years after final payment under this Contract, have access to and the right to examine any of The Agency's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions, provided such information is not subject to attorney-client privilege.

21. **Dissemination or Disclosure of Information.** The Agency shall not disseminate or disclose information or material concerning this project to the general public, the news media, or any person or organization without prior express written approval by KCHA, except as required by state law governing access to public records.
22. **Integration and Merger.** This Contract, including attachments and documents incorporated herein by reference, constitutes the entire agreement between KCHA and the Agency related to the subject matter of this Contract. The rights and remedies afforded to either party pursuant to any part or provision of this Contract are in addition to any other rights and remedies afforded by any other parts or clauses by this Contract, by law, or equity or otherwise.
23. **Notices.** Any notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by first-class mail, certified with return receipt requested, and addressed to the parties as follows:

If to KCHA:
Mike Reilly
Director of Housing Management
King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

If to Agency:
Dan Pingrey
Captain, Auxiliary Services Section
King County Sheriff's Office
516 Third Avenue
Seattle, WA 98104

Contract Number: MR070033

IN WITNESS WHEREOF, the parties signing this Contract warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this Agreement, and that upon such signing their respective organizations are bound thereby.

KING COUNTY HOUSING AUTHORITY

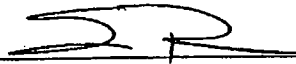
KING COUNTY SHERIFF'S OFFICE

Stephen Norman
Executive Director
600 Andover Park West
Tukwila, WA 98188

Ron Sims
King County Executive
701 5th Ave, Suite 3210
Seattle, WA 98104-7097

Date

Date



Sue Rahr
King County Sheriff
516 3rd Avenue, Room W-150
Seattle, WA, 98104-7097

8/6/07

Date



APPROVED AS TO FORM:
King County Prosecutor

8/1/07

Date

EXHIBIT A - SCOPE OF WORK

OVERVIEW OF CONTRACT:

Contract Period: December 1, 2006 to November 30, 2008

Total Contract Value: \$161,983 – Year 1, See Exhibit B – Year 2.

Provision of Services: The Agency shall furnish the residents of the King County Housing Authority communities of Park Lake Homes/Southwest Area additional policing services, employing the community policing concept, including the operation of a police substation on site in Park Lake Homes/Southwest Area with one full-time police officer.

In performing such services, the Agency shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection herewith. KCHA may, subject to the provisions contained in Section 8, Default and Termination, by written notice of default to the Agency, terminate this Contract for (a) acts by the Agency outside of the scope of described services or (b) failure to perform any of the services or reporting activities specified in this Contract.

SCOPE OF WORK TO BE PERFORMED BY AGENCY:

The Agency shall furnish the residents of Park Lake Homes/Southwest Area additional policing services, employing the community policing concept and will operate a police substation on site in Park Lake Homes with one full-time police officer.

The Agency is obligated to provide basic law enforcement services to the unincorporated area of King County, including the public housing developments. The provision of additional policing services under this agreement does not serve or act to reduce basic law enforcement services provided by the Agency.

The KCSO will strive to achieve the measurements stated in scope of work, subject to the resident population and changes taking place at KCHA properties. Inability to meet the measures due to circumstances outside the KCSO's control do not constitute a breach of contract.

EXHIBIT A - SCOPE OF WORK

Description of Services	Levels of Services / Qualifications
<ul style="list-style-type: none"> ▪ Community Policing Activities Resident Contact (Walk-in's & Telephone) Walking / Bicycle Patrols Community Policing Contacts Park Lake Homes/Southwest Area On-View Contacts / Investigations Self-Initiated Field Activities (Prevention / Mediation / Intervention) Enforcement Contacts / Patrol Assists / Traffic Reports / Follow Ups, etc. 	<ul style="list-style-type: none"> • Twenty (20) residents per month minimum • Ten (10) Patrols per each site per month minimum • One hundred fifty (150) people per month minimum • Ten (10) per month minimum • Ten (10) per month minimum • As they occur
<ul style="list-style-type: none"> • Crime Prevention Activities Coordinate, train and support the activities of on site recreation, social services programs, resident council and KCHA. Provide Crime Prevention, Security and Safety Education Programs. • Advise KCHA in the planning and implementation of other security programs. Home Safety / Security Surveys of residents. Park Lake Homes/Southwest Area Childhood Safety / Crime Prevention Programs. Park Lake Homes/Southwest Area Youth Prevention Activities Park Lake Homes/Southwest Area Apartment Watch Meetings or other prevention activities Park Lake Homes/Southwest Area 	<ul style="list-style-type: none"> • Ongoing • At least one (1) activity per quarter per site serving a minimum of fifteen (15) residents • Provide Housing Staff with one (1) program per semester or work one-on-one with staff • As requested • One to two (1-2) per Quarter • Two (2) per Year per Site • One (1) per Quarter per Site • One (1) per Quarter

EXHIBIT A - SCOPE OF WORK

Description of Services	Levels of Services / Qualifications
<ul style="list-style-type: none"> • Coordination and Communication Activities: Attend Resident Council Meetings and maintain communication lines with resident leaders. Coordinate support efforts with other social service agencies, schools, job support and health care providers serving resident families and make referrals for services. 	<ul style="list-style-type: none"> • On going • As needed
<ul style="list-style-type: none"> • Reporting Activities Report to Housing Management all police concerns, incidents of drugs and drug related crime occurrences, and non-emergency criminal activities in the communities. Coordinate crime reduction efforts. Respond to Housing Management written requests for services or information and provide requested public information which deals with criminal activity in KCHA communities. Provide Housing Management with a calendar of officer's monthly schedules. Attend all Team meetings to plan, coordinate and schedule programs, problem solve, and maintain project communication. 	<ul style="list-style-type: none"> • As needed or as requested by KCHA staff • As needed or as requested by KCHA staff • On-going • On-going

EXHIBIT B – PROJECT BUDGET AND INVOICE SCHEDULE

TOTAL CONTRACT VALUE: \$161,983 – Year 1

PROJECT BUDGET - DECEMBER 1, 2006 THROUGH NOVEMBER 30, 2007:

2007 Revised Budget Proposal			
Category	KCHA Budget	Agency Match	Total
Deputy Salaries & Benefits (80%)	\$59,431	\$29,867	\$89,298
Deputy Special Pays	-	6,821	\$6,821
Community Police Sergeant	-	23,523	\$23,523
Overtime	-	5,103	\$5,103
PERSONNEL SUBTOTAL	\$59,431	\$65,314	\$124,745
KCSO Administrative Charges (Accounting, computers, personnel, IIU, records, training, etc.)	12,348	6,205	18,553
ADMIN. SUPPORT SUBTOTAL	\$12,348	\$6,205	\$18,553
Precinct Support	1,961	985	2,946
PROFESSIONAL FEES SUBTOTAL	\$1,961	\$985	\$2,946
Quartermaster	276	139	415
Supplies	426	214	640
Services	358	180	538
Telephone	313	158	471
NON-PERSONNEL SUBTOTAL	\$1,373	\$691	\$2,064
Use of patrol vehicle (80%)	6,756	3,395	10,151
EQUIPMENT SUBTOTAL	\$6,756	\$3,395	\$10,151
Insurance	1,133	569	1,702
800 MHz charges	1,120	563	1,683
MARR Deputy Accident Investigation	93	46	139
MISCELLANEOUS SUBTOTAL	\$2,346	\$1,179	\$3,524
	\$84,214	\$77,768	\$161,983

EXHIBIT B – PROJECT BUDGET AND INVOICE SCHEDULE

INVOICE SCHEDULE:

Invoices for payment shall be submitted no later than thirty (30) days after the end of each Contract Quarter, as described below. Agency may submit late invoices for work performed if the delay is caused by the inability of either party to sign the contract prior to the invoice due date. The value of the reimbursement requested shall be based upon the schedule provided below. The total value of reimbursement requested during this Contract Period shall not exceed the Total Contract Value.

Contract Quarter	Invoice Due	Reimbursement Schedule
1 st Quarter (Dec 2006 –Feb. 2007)	March 31, 2007	\$21,053.50
2 nd Quarter (March 2007 –May 2007)	June 30, 2007	\$21,053.50
3 rd Quarter (June 2007 –August 2007)	September 30, 2007	\$21,053.50
4 th Quarter (Sept. 2007 –Nov. 2007)	December 31, 2007	\$21,053.50
<i>Total Value:</i>		\$84,214.00

ANNUAL COST INCREASES AND ADJUSTMENTS

During the first year of the contract (December 1, 2006 to November 30, 2007), the cost to the KCHA shall be \$84,214.

In each year thereafter, the contract cost to the KCHA shall be eighty percent (80%) of the full cost of the deputy position, including but not limited to all applicable salaries, benefits, equipment, and administrative charges as determined by Agency. The agency match will be adjusted accordingly.

Agency will provide a cost estimate for the next December 1–November 30 time period each year by October 31, based on the Agency's Proposed Cost Book and budget. The Agency will update that cost by May 15 of each year to reflect the Agency's Adopted Cost Book and budget. KCHA will be responsible for paying based on the lower of the two costs, although the invoice for the first quarter will reflect the Proposed cost. Adjustments will be reflected on invoices submitted after the Adopted Cost Book update is provided to KCHA. Cost updates will be provided by the Agency to KCHA in the form of an updated Exhibit B.

EXHIBIT C - REPORTING REQUIREMENTS

Quarterly Narrative Reports: The Agency shall submit Narrative Reports, providing overviews of project progress and achievements, to KCHA no later than thirty (30) days after the close of each Contract Quarter. The format for the Narrative Reports is attached as Exhibit F.

Quarterly Resident Contact Data Reports: The Agency shall submit a Resident Contact Data Report, providing demographic information regarding program participants receiving services during the reporting period, to KCHA no later than thirty (30) days after the close of each Contract Quarter. The format for the Resident Contact Data Report is attached as Exhibit E.

Quarterly Invoices: The Agency shall submit Invoices to KCHA no later than thirty (30) days after the close of each Contract Quarter, as described within the Project Budget and Invoice Schedule (see Exhibit B). The Invoice format shall be substantially similar to that shown in Exhibit D.

Schedule of Program Activities: The Agency shall submit to KCHA a written Schedule of Program Activities regarding the services and activities supported through this Contract. The Agency shall notify KCHA in writing of changes to this schedule.

Insurance: Certification(s) of insurance coverage as required by the social services contract shall be delivered to the Contracting Officer of KCHA before execution of the Contract. Information regarding insurance requirements is provided in Exhibit H.

Copy of Grievance Procedure: If available, the Agency shall provide a copy of the Agency's written client grievance procedure to KCHA within fifteen (15) days of the execution of the Contract.

Section 3 Certification Form: The Agency shall submit a Section 3 Certification Form to KCHA within thirty (30) working days of execution of this Contract. Information regarding Section 3 requirements is provided in Exhibit G and the Section 3 Certification Form and tracking forms are attached as Exhibits G-1, G-2 and G-3.

Taxpayer Identification and Certification: The Agency shall submit to KCHA a completed W-9 "Request for Taxpayer Identification and Certification" Form with the executed Contract.

Monitoring and Coordination: At least once during the duration of this Agreement, KCHA will visit the Agency and/or program sites to monitor progress. The Agency shall be expected to work as a team member and coordinate efforts with KCHA management, KCHA Resident Services staff and other service providers.

EXHIBIT D – INVOICE FORMAT

Contract Number MR0700230

Name and Address of Contractor:

King County Sheriff's Office
King County Courthouse
516 3rd Avenue
Seattle, WA 98104

Contract Quarter:

1st Quarter
 2nd Quarter

3rd Quarter
 4th Quarter

Amount Requested this Contract Quarter: _____ **\$21,053.50**

Total Amount of Contract Budget: _____ **\$84,214.00**

Reimbursement to Date: _____

Amount Requested this Contract Month: _____

Balance: _____

Invoice Prepared and Submitted By:

Name: _____

Title: _____

SIGNATURE: _____

Date: _____

Coding (To be completed by KCHA staff): _____

EXHIBIT E - RESIDENT CONTACT DATA REPORT

EXHIBIT E: RESIDENT CONTACT DATA REPORT

The King County Sheriff's Office
 Monthly Police Activities
 Park Lake Homes/ Southwest Area

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Officer																																	
Total Hrs																																	

1. Time spent on activity

Patrol																																
A. Foot																																
B. Car																																
C. Bicycle																																
D. Surveillance																																
E. Other																																

Hours outside assign area

K. Mutual Aid																															
L. Community Related																															

Community Meetings

M. Residents/Councils																															
N. Housing																															
O. School																															
P. Other																															

3. Incidents Reported to Housing

A. Safety																															
B. Security																															
C. Crime																															
D. Other																															

4. Service Referrals

A. Residents																															
B. Visitors																															

6. Counseling

A. Residents																															
B. Visitors																															

EXHIBIT E - RESIDENT CONTACT DATA REPORT

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total			
6. Crime Prevention Tips																																			
A. Home																																		0	
B. Personal																																		0	
C. Auto																																		0	
D. Other																																		0	
7. Conflict resolution(w/o arrest)																																			
A. Adult																																		0	
B. Juvenile																																		0	
C. Non-resident																																		0	
8. Weapons Violations																																		0	
9. Gang Activity																																			
A. # Participants																																		0	
B. Time Spent																																		0	
10. Property																																			
A. Recovered																																		0	
B. Abandoned																																			0
C. Confiscated																																			0
D. Found																																			0
11. Incidents																																			
A. Murder/mansl																																			0
B. Assaults																																			0
C. Domestic Violence																																			0
D. Sex Assault																																			0
E. Robbery																																			0
F. Drug Trafficking																																			0
G. Drug Use																																			0
H. Auto Theft																																			0
I. Larceny																																			0
J. Burglary																																			0
K. Trespassing																																			0
L. Vandalism																																			0
M. Other																																			0
N. Case Report Follow Up																																			0

EXHIBIT E - RESIDENT CONTACT DATA REPORT

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total				
12. Vehicle Events																																				
A. Suspicious																																		0		
B. Abandoned																																			0	
C. Stolen																																			0	
D. Towed																																			0	
13. Traffic Contacts																																				
A. Parking Violations																																		0		
B. Moving Violations																																			0	
C. Accidents																																				
D. Crimi Traffic Citations																																				
E. Infractions																																				
C. Accidents																																			0	
14. Person Contacts																																				
A. Suspicious																																			0	
B. Field Interrogation Repts																																				0
C. Trespassers																																				0
15. Arrests Made																																				
A. Tenants																																			0	
B. Visitors																																				0
C. Others																																				0
D. Criminal Citations Issued																																				0
16. Departmental Statistics, K11 District																																				
A. # Dispatched Calls																																			0	
B. # Patrol Assists																																				0
C. # Felony Arrests																																				0
D. # Misdemeanor Arrests																																				0
E. # Warrant Arrests																																				0

EXHIBIT F – QUARTERLY NARRATIVE REPORT FORMAT

QUARTERLY NARRATIVE REPORT:

Service Activity: King County Sheriff's Park Lake Substation

Please provide a brief summary of program activities, addressing the following issues for the service activities described within this Contract:

- 1. Highlights:** Describe highlights of program activities and accomplishments.
- 2. Performance Standards:** Please describe progress toward the accomplishment of program objectives and standards. Also, please describe any performance standard(s) not on target and provide explanation.
- 3. Crime Reduction Outcomes:** Please describe examples of successful changes in crime trends in your communities. What lessons have you learned about your community policing efforts as a result of these changes.
- 4. Problems and Program Adjustments:** Please describe any major problems identified and any solutions, corrective actions and/or adjustments made to your program to address identified problems.
- 5. Other Comments:** Please provide any other comments or observations you wish.

REPORTING SCHEDULE: This Quarterly Narrative Report should be submitted to KCHA no later than thirty (30) days after the close of each Contract Quarter.

Contract Quarter	Report Due
1 st Quarter (Dec. 2006 - Feb. 2007)	March 31, 2007
2 nd Quarter (March 2007 - May 2007)	June 30, 2007
3 rd Quarter (June 2007– August 2007)	September 30, 2007
4 th Quarter (Sept. 2007– Nov. 2007)	December 31, 2007

EXHIBIT G-1 -- SECTION 3 CERTIFICATION FORM (AGENCY)



KING COUNTY HOUSING AUTHORITY

SECTION 3 CERTIFICATION FORM
(Agency to return this Section 3 Certification Form ONLY)

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding encourage, to the greatest extent possible, the hiring of low-income persons.

To this end, we ask that you provide the following information:

Based on the chart below, were any of your current staff's income, for at least one of the past three years, at or below the low-income limit listed for his or her household (circle one)?

YES NO

If YES, were any of these individual(s) Housing Authority Resident(s) (circle one)?

YES NO

If YES, how many? _____

Family Low-Income Limits (per year)

For King or Snohomish Counties	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	41,700	47,700	53,650	59,600	64,350	69,150	73,900	78,650

For Pierce County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	34,800	39,750	44,750	49,700	53,700	57,650	61,650	65,600

For Skagit County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	31,750	36,300	40,800	45,350	49,000	52,600	56,250	59,900

For Thurston County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	37,050	42,300	47,600	52,900	57,150	61,350	65,600	69,850

I certify that _____ of my staff, for at least one of the immediate past three years, has/have been at or below the low-income level as designated above.

Signature

Date

Title

EXHIBIT G-2 – SECTION 3 CERTIFICATION FORM (OPERATIVES)



KING COUNTY HOUSING AUTHORITY

SECTION 3 CERTIFICATION FORM

(To be distributed to operatives of the Agency directly connected with the provision of contracted services.)

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding, to the greatest extent possible, direct that funding to businesses that provide economic opportunities to low-income persons. To this end, we ask that you provide the following information:

Name: _____

Address: _____

Date of Hiring: _____ Housing Authority Resident (circle one)? YES NO

Based on the chart below, please indicate whether your income, for at least one of the past three years, was at or below the low-income limit listed for your household:

My income level, for at least one of the past three years, was at or below the low-income limit (circle one): YES NO

Family Low-Income Limits (per year)

For King or Snohomish Counties	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	41,700	47,700	53,650	59,600	64,350	69,150	73,900	78,650

For Pierce County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	34,800	39,750	44,700	49,700	53,700	57,650	61,650	65,600

For Skagit County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	31,750	36,300	40,800	45,350	49,000	52,600	56,250	59,900

For Thurston County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	37,050	42,300	47,600	52,900	57,150	61,350	65,600	69,850

I certify that my income, for at least one of the immediate past three years, has been at or below the low-income level as designated above.

Signature _____

Date _____

Title _____

EXHIBIT G-3 - SECTION 3 EMPLOYMENT TRACKING FORM
 Community Policing Services for KCHA Southwest Area Communities

REPORTING PERIOD

NAME			
ADDRESS			
PHONE #			
ETHNICITY/SEX CODE			
DATE HIRED			
COMPANY			
TRADE			
WAGE RATE			
EMPLOYMENT STATUS CODE			
SECTION 3 PREFERENCE CODE			
REFERRAL SOURCE CODE			

CODE LIST	EMPLOYMENT STATUS CODE	SECTION 3 PREFERENCE CODE	REFERRAL SOURCE CODE
1=CAUCASIAN 2=AFRICAN AMERICAN 3=NATIVE AMERICAN 4=HISPANIC/LATINO 5=ASIAN/PACIFIC ISLANDER 6=HASIDIC JEWS 7=MALE 8=FEMALE	1=NEW HIRE 2=RETURNING HIRE 3=LAI D OFF 4=TERMINATED	1=PUBLIC HOUSING PROJECT AREA RESIDENT 2=PUBLIC HOUSING NON-PROJECT AREA RESIDENT 3=HUD YOUTHBUILD PARTICIPANT 4=SEATTLE AREA RESIDENT	1=KCHA 2=CENTER FOR CAREER ALTERNATIVES 3=YWCA 4=PORT OF SEATTLE 5=OTHER

I certify that the following information is true and correct to the best of my knowledge.

Name/Title _____ Date _____

EXHIBIT H – INSURANCE REQUIREMENTS

King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Agency", maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the Agency's liabilities including injuries to persons and damage to property.

For the duration of the Contract, the Agency shall maintain through its self-insurance program adequate funds to pay for any and all liability claims for which it may be liable, which may arise from the Contract or the Agency's performance under the Contract, for a minimum of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate. The Agency shall provide KCHA with a minimum of thirty (30) days prior written notice of any material change in the Agency's self-insurance program and shall provide the KCHA with a duly executed certificate of self-insurance as proof of coverage adequate to meet Contract requirements. The Agency shall be exempt from naming KCHA as Additional Insured under its self-insurance program.

Should the Agency elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Agency agrees to add the KCHA as an additional insured.

EXHIBIT I – ROLES AND RESPONSIBILITIES FOR MAINTENANCE OF FACILITIES

Overview: The following sets forth the roles and responsibilities of KCHA and the Agency for the facilities provided by KCHA and described in Section 1 below. KCHA and the Agency mutually agree to perform their roles and responsibilities to the best degree practicable and to work together cooperatively to resolve any concerns.

1. Description of Facilities:

KCHA does hereby agree to provide to the Agency the following described real estate located at:

10032 4th Pl. SW
Seattle, WA 98146 at this time; and a similar and suitable location in the future, as changes take place in the Park Lake Homes/Southwest Area through new development.

2. Definitions. The following definitions are applicable to this Contract:

- A. "Repair" means the correction of any malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware in the building or home. Repair shall not include the Agency's equipment and machinery.
- B. "Replacement" means that when repair does not correct the malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware, actual replacement of the deficient item or system will occur. Replacement shall not include the Agency's equipment and machinery.
- C. "Maintenance" means the proper upkeep of any part of a unit or building to ensure its ongoing operation and attractiveness in the community's interest.
- D. "Ordinary and Reasonable Wear and Tear" means the normal, day-to-day use of property, equipment and facilities over the expected life of the property, equipment and facilities. Questions or concerns related to the expected life of specific property, equipment or facilities should be referred to KCHA-Housing Management, and KCHA-Housing Management will make the final determination regarding all such issues. (See Section 9 for contact information).
- E. "Resident Services" means the department at KCHA responsible for monitoring and evaluating the Agency's progress towards its goals and outcomes as stated in Exhibit A.
- F. "Housing Management" means the department at KCHA responsible for issues related to maintaining KCHA facilities, including compliance to expectations stated in Exhibit H.

3. Maintenance Roles and Responsibilities for Damages.

A. Agency Roles and Responsibilities for Damages:

- (1) The Agency agrees to maintain the facilities in a manner that does not create any health and/or safety hazards for residents, users of the facility, or the surrounding community. The Agency shall operate the facilities it uses in a reasonably energy conservative manner and shall maintain the facilities in an orderly and clean condition at all times. The Agency shall be responsible for routine cleaning activities to ensure the facilities remain in compliance

EXHIBIT I – ROLES AND RESPONSIBILITIES FOR MAINTENANCE OF FACILITIES

with the standards described in Section 4, **Compliance with Basic Conditions and Standards**.

- (2) The Agency shall notify the appropriate KCHA-Housing Management office (See Section 9 for contact information) as soon as possible of any maintenance issues and needed repairs or replacements to the property, equipment and facilities to ensure that all such property, equipment and facilities can be maintained in proper working condition and free of hazards and to ensure that the facilities remain in compliance with the standards described in Section 4, **Compliance with Basic Conditions and Standards**. If such repairs or replacement are in keeping with ordinary and reasonable wear and tear, the Agency shall not be charged for such repairs or replacement.
- (3) The Agency shall be responsible for any and all damage to the facilities resulting from its activities beyond ordinary and reasonable wear and tear caused by acts of the Agency, its agents, subcontractors or invitees and shall be billed by KCHA-Housing Management for the costs of repairing such damages. The Agency agrees to pay or secure a mutually agreeable payment schedule within 30 days of the written receipt of the amount owing. However, the Agency shall not be responsible for damages to the facilities directly resulting from its exercise of police powers vested generally under the laws of the State of Washington, and police action taken in the line and scope of law enforcement activity.
- (4) The Agency acknowledges that the facilities are a part of a complex that may be occupied by other agencies and tenants. The Agency agrees to conform to rules and regulations that apply to all common areas (i.e., disposition of rotten food, excess boxes, crates, etc.), in conformity with local housing codes, KCHA policies and standard practices, and the Basic Conditions and Standards herein, including the observation of fire-safety precautions and the participation in an annual fire-safety training.

B. KCHA Roles and Responsibilities for Damages:

- (1) KCHA-Housing Management shall not perform routine janitorial and/or cleaning activities within the facilities, but shall perform other maintenance activities, needed repairs or replacements to the property, equipment and facilities, if notified by the Agency, to ensure that the facilities remain in compliance with the standards described in Section 4, **Compliance with Basic Conditions and Standards**. If such repairs or replacement are in keeping with ordinary and reasonable wear and tear, the Agency shall not be charged for such repairs or replacement.
- (2) KCHA-Housing Management shall repair damage beyond ordinary and reasonable wear and tear as may occur, or make such repairs as are requested by the Agency provided that KCHA-Housing Management shall present the Agency with an itemized bill for such repairs for which KCHA-Housing Management believes the Agency to be responsible. Such bills shall reflect the costs actually incurred by KCHA, including overhead expenses.
- (3) KCHA-Housing Management agrees to maintain and repair the roof, outside walls, floors and structural part of said facilities. If damage to the roof, outside walls, floors and structure are caused by acts of the Agency, its agents, subcontractors or invitees, KCHA-Housing Management shall repair the damages and bill the Agency.

**EXHIBIT I – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

- (4) KCHA-Housing Management shall be responsible for pest (e.g., rodents or insects) control provided that the Agency prepares the facilities for actions required for such control. This responsibility shall not obligate KCHA to additional pest control expenses beyond normal KCHA levels if pest control problems are caused by a general lack of cleanliness and inappropriate storage of food by the Agency.
- (5) KCHA-Housing Management shall maintain the surrounding grounds and parking lot.
- (6) In the event the facilities are damaged to such an extent as to render them uninhabitable in whole or in part and KCHA-Housing Management elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. If after a reasonable time KCHA-Housing Management fails to proceed to repair or rebuild, the Agency shall have the right to declare this Contract terminated by written notice served on KCHA. In the event the building, in which the facilities are located, shall be destroyed or damaged to such extent that in the opinion of KCHA it shall not be practical to repair or rebuild, it shall be optional with KCHA to terminate this Contract by written notice to Agency within twenty (20) days after such damage or destruction.

4. Compliance with Basic Conditions and Standards.

A. The Agency's Roles in Ensuring Compliance with Basic Conditions and Standards:

- (1) The Agency shall be responsible for routine cleaning activities to ensure the facilities remain in compliance with the Basic Conditions and Standards outlined below. If inspections conducted by KCHA representatives find the agency to be in non-compliance with items stated in Section 4.C., **Basic Conditions and Standards**, an agency will be required to hire a janitorial service provider.
- (2) The Agency shall notify the appropriate KCHA-Housing Management office as soon as possible of any maintenance issues and needed repairs or replacements to the property, equipment and facilities to ensure that all such property, equipment and facilities can be maintained in proper working condition and free of hazards and to ensure that the facilities remain in compliance with the Basic Conditions and Standards.

B. KCHA's Roles in Ensuring Compliance with Basic Conditions and Standards: The Housing Authority shall not perform janitorial and/or cleaning services within the facilities, but shall perform other maintenance activities, needed repairs or replacements to the property, equipment and facilities, if notified by the Agency, to ensure that the facilities remain in compliance with the Basic Conditions and Standards.

C. Basic Conditions and Standards: The Housing Management department of KCHA will work with the Agency to ensure the following basic conditions and standards are implemented and maintained.

(1) Structure:

KCHA: Shall be sound and free of dry rot or other structural deficiencies.

**EXHIBIT I – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

- (2) **Walls:**
Agency: Shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (3) **Floors and Carpet:**
Agency: Shall be clean, clear, dry and free of hazards.
- (4) **Ceilings:**
Agency: Shall be clean and free of cobwebs and hazards.
- (5) **Woodwork:**
Agency: Shall be clean, free of cuts, gouges, or scratches.
- (6) **Plumbing:**
Agency: Shall be free of materials that might cause clogs or drainage problems. Commercial drain cleaners shall not be used within the facility. Agency shall notify KCHA-Housing Management immediately of any problems, maintenance or repair needs in relation to the plumbing system.
KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems.
- (7) **Heating Units**
Agency: Shall be dusted and access should be uncluttered. Items, especially combustibles, shall not be stored in the proximity of heating units in such a way as to create a fire hazard.
KCHA: Shall be in proper working condition. Cleaning and replacement of furnace filters, if applicable, every six (6) months.
- (8) **Fire Alarm/Safety Systems (i.e. smoke alarms, etc.):**
Agency: Shall be in proper working condition and shall ensure that facility users do not dismantle or interfere with any fire or life safety systems. Shall replace batteries as needed and shall notify KCHA immediately of any problems, hazards and maintenance or repair needs in relation to all fire and life safety systems.
KCHA: Shall be in proper working condition and inspections shall be completed at least twice yearly.
- (9) **Lighting:**
Agency: Lights bulbs shall be replaced as needed.
KCHA: Shall be in proper working condition.
- (10) **Windows:**
Agency: Shall be clean and windowsills and frames shall be free of mold and mildew. Windows shall be intact and not nailed shut. Shades or blinds shall be intact.
KCHA: Proper locking devices shall be installed and in proper working condition. Windows shall be intact and not nailed shut.
- (11) **Doors:**
Agency: Shall be clean, free of grease and fingerprints. Doorstops shall be present. Agency shall notify KCHA immediately if locks are broken and not working properly to secure facility.
KCHA: Exterior doors shall have properly working locks, shall be in proper working condition and be weather-tight.

**EXHIBIT I – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

(12) Sinks:

Agency: Shall be clean, free of grease and garbage, and free of hazards. Dirty dishes shall be washed and put away daily. Commercial drain cleaners shall not be used within the facility.

KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems. Garbage disposals, if any, shall be in proper working condition.

(13) Toilet and Tank:

Agency: Shall be kept clean and odor free. Commercial drain cleaners shall not be used within the facility.

KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems.

(14) Trash and Garbage:

Agency: Shall be disposed of properly and not left in the unit. Shall be stored in a covered container until removed to the exterior disposal area.

(15) Rodent and Insect Infestation:

Agency: Facilities shall be clean, food shall be stored appropriately and trash and garbage shall be removed promptly. Shall prepare the facilities for actions required for rodent and insect control. Facilities shall be free of rodent or insect infestation.

KCHA: Shall be responsible for appropriate rodent or insect control actions. Facilities shall be free of rodent or insect infestation.

5. **Improvements and Alterations to Facilities.** Any improvements, alterations or remodeling to or upon the facilities shall be made at the sole expense of the Agency, but only after obtaining the prior written consent of KCHA. Such statement of consent shall not be unreasonably withheld, but may include such appropriate conditions as KCHA may require. The Agency agrees to accept the decision of KCHA in determining which alterations must be restored to their original condition upon termination of occupancy and to pay the cost of such restoration of alterations, provided such determination shall be explicitly stated in KCHA's consent for such alterations.

- A. **Fixtures.** All fixtures attached to the facilities solely by the Agency may be removed by the Agency at any time provided:

- (1) That the Agency shall restore the facilities to their condition prior to the installation of the fixtures, normal wear and tear excepted;
- (2) The Agency shall not then be in default; and
- (3) That the removal will be made on or before the expiration of the term or any extension thereof.

- B. **Signs.** All signs placed by the Agency on or about the facilities shall be subject to KCHA's prior written approval.

**EXHIBIT I – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

6. **Community Facility.** The Agency understands the community buildings, community rooms and other public spaces (individually and collectively "Community Facility or Facilities") provided by the KCHA within its developments are intended primarily for uses which serve the interests and promote the general welfare of residents of those developments. The Agency shall be provided access to these Community Facilities at no cost. KCHA shall pay the cost of reasonable utilities including heat, lights, water, sewer and garbage for the Community Facility. The Agency shall not rent or sub-rent these Community Facilities on a commercial basis nor will their use be permitted for activities which solely provide individual, personal financial gain or which solely serve commercial purposes. The Agency shall coordinate with the Southwest Regional Office for scheduling use of the Community Facility.
7. **Inspections.**
- A. The Agency agrees to cooperate with KCHA to ensure completion of routine inspection of systems, including but not limited to smoke alarms, life safety systems and heating/furnace equipment. Inspections shall also address items set forth under Section 4, **Compliance with Basic Conditions and Standards.** Inspections will identify any improvements or repairs considered appropriate to ensure conditions are safe and meet the standards set forth in Section 4. Representatives from Resident Services and Housing Management shall complete inspections two (2) times per year.
- B. KCHA's agents may enter the facilities covered by this Contract at reasonable times and intervals to make such inspections as KCHA-Housing Management shall consider necessary, to effect any improvements or repairs considered appropriate, to identify unsafe conditions and to ascertain compliance with the Basic Conditions and Standards herein. Except in cases of emergency, KCHA shall consult with Agency and, insofar as possible, make such inspections and repairs at mutually convenient times. KCHA shall have the right of inspection upon written two (2) days notice for the semi-annual building inspections and repairs as requested by the Agency. KCHA reserves the right to repair and bill the Agency for actual costs of repairs caused by the action or inaction of the Agency, its agents, subcontractors or invitees.

**EXHIBIT I – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

8. Notices

For questions or issues related to maintenance and use of Facility, Agency should contact:

**Michelle Domenowske, Property Manager, King County Housing Authority
10022 5th Avenue SW, Seattle, WA 98146
206/574-1283**

For issues or questions related to program services and activities (See Exhibit A), Agency should contact:

**Michelle Domenowske, Property Manager, King County Housing Authority
10022 5th Avenue SW, Seattle, WA 98146
206/574-1283**

General Contract Conditions Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0180 (exp. 4/30/86)

Public Reporting Burden for this collection of information is estimated to average 0.06 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the _____ Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

5. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the

Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest).

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory of possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b). Prohibition.

- (1) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(2)(ii)(A) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

14. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

16. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

17. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

18. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.