



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 18, 2002

Motion 11451

Proposed No. 2002-0208.1

Sponsors Gossett

1 A MOTION authorizing the county executive to enter into a
2 contract for law enforcement services and premises with
3 King County housing authority at Park Lake Homes.

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 WHEREAS, the King County housing authority desires to provide supplemental
7 community policing and law enforcement services for its residents of Park Lake Homes
8 area, and

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 WHEREAS, the county has the resources to provide such community
policing and law enforcement services;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

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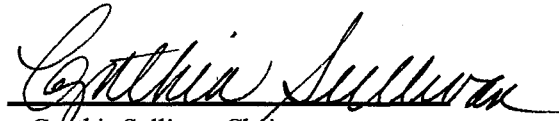
The county executive is authorized to execute an interagency agreement,

13 substantially in the form of Attachment A to this motion, with the King County housing
14 authority to provide supplemental community policing and law enforcement services.
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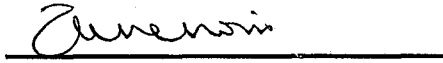
Motion 11451 was introduced on 5/20/2002 and passed by the Metropolitan King County Council on 6/17/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 2 - Mr. Phillips and Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

Attachments A. Second Change Order to Contract for Social Services between King County Housing Authority and the King County Sheriff's Office



KING COUNTY HOUSING AUTHORITY

**SECOND CHANGE ORDER
TO
CONTRACT FOR SOCIAL SERVICES
BETWEEN KING COUNTY HOUSING AUTHORITY
AND
THE KING COUNTY SHERIFF'S OFFICE**

AGENCY:

King County Sheriff's Office
King County Courthouse
516 3rd Avenue, Room W116
Seattle, WA 98104

CONTRACT FOR:

Community policing services for residents of Park Lake Homes Sites I and II.

The Contract is changed as follows:

Replace:

2. Contract Documents.

(2) Exhibits, as listed;

- Exhibit A -- Scope of Work (Revised 12-01)
- Exhibit B -- Project Budget and Invoice Schedule (Revised 12-00)
- Exhibit B-1 -- Project Budget
- Exhibit C -- Reporting Requirements (Revised 12-01)
- Exhibit D -- Invoice Format (Revised 12-00)
- Exhibit D-1 -- Invoice Format
- Exhibit E -- Resident Contact Data Report (Revised 12-00)
- Exhibit F -- Narrative Report Format (Revised 12-01)
- Exhibit G -- Section 3 Certification Requirements
- Exhibit G-1 -- Section 3 Certification Form (Agency) (Revised 12-01)
- Exhibit G-2 -- Section 3 Certification Form (Operatives) (Revised 12-01)
- Exhibit H -- Insurance Requirements
- Exhibit I -- Facility Use Policy

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3. **Terms of the Contract.**

A. Duration of Contract: The Contract shall be in full force and effect for a period commencing December 1, 1999, and ending November 30, 2002, unless sooner terminated, pursuant to Section 8, Default and Termination, herein. Time is of the essence for this Contract.

C. Compensation and Method of Payment: KCHA shall pay the Agency two hundred ninety-five thousand two hundred nineteen dollars (\$295,219) for services rendered according to the rate and method set forth on Exhibits D and D-1 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 Exhibits B and B-1. The Agency shall request prior approval from KCHA whenever the Agency desires to amend its budget by transferring funds among the budget categories, pursuant to Section 7, Contract Modifications, herein.

12. **Indemnification and Hold Harmless.**

A. KCHA and the Agency mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Agreement, including the premises, each party shall be responsible to the other only to the extent of its comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnitor's proportional share.

B. As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Agreement, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs, and expenses incurred by the other party to this Agreement in defense of said claims and/or actions. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Insert:

25. Title to Property Acquired.

A. Property acquired with funds received from KCHA pursuant to this Agreement which cost five hundred dollars (\$500) or more, per item, and which 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 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.

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING

OVERVIEW OF CONTRACT:

Contract Number: 625-2000-0007

Contract Period: December 1, 1999 to November 30, 2002

Total Contract Value: \$295,219.00

Provision of Services: The Agency shall furnish the residents of the KCHA communities of Park Lake Homes Site I and Site II with drug elimination services, employing the community policing concept, including the operation of a police substation on site in Park Lake Homes 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 Site I and Site II with drug elimination services, employing the community policing concept and will operate a police substation on site in Park Lake Homes with one full-time police officer serving Park Lake Homes Site I and Site II.

The Agency agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigation, records, dispatch and special operations.

The Agency will cooperate with KCHA to eliminate drug related crime within KCHA communities based upon the Drug Elimination Grant written proposal as the Plan of Operations to establish the manner and method of performance for community police services to be provided. The Agency will participate in semi-annual program evaluation and reporting based on program goals as stated in the Drug Elimination Grant written proposal. Either party to the contract may amend the scope of the plan of operations through written request for an amendment. The Executive Director of KCHA and the Agency shall provide final determinations regarding the establishment of an amendment to the plan of operations.

EXHIBIT A - SCOPE OF WORK (REVISED 12-01)

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING

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The Agency will provide the following services:

Description of Services	Levels of Services / Qualifications
<p>1. Community Policing Activities</p>	<p>A. Resident Contact (Walk-in's & Telephone): 20 residents per month minimum</p> <p>B. Walking / Bicycle Patrols: Ten (10) Patrols per each site per month minimum</p> <p>C. Community Policing Contacts: One hundred (100) people per month minimum in Park Lake Homes Site I and fifty (50) people per month minimum in Park Lake Homes Site II</p> <p>D. On-View Contacts / Investigations: Ten (10) per month minimum</p> <p>E. Self-Initiated Field Activities (Prevention / Mediation / Intervention): Ten (10) per month minimum</p> <p>F. Enforcement Contacts / Patrol Assists / Traffic Reports / Follow Ups, etc.: As they occur</p>
<p>2. Crime Prevention Activities for Park Lake Homes Site I and II</p>	<p>A. Coordinate, train and support the activities of on site recreation, social services programs, resident council and KCHA: At least one (1) activity per quarter per site serving a minimum of fifteen (15) residents</p> <p>B. Crime Prevention, Security and Safety Education Programs: Provide Housing Staff with one (1) program per semester or work one-on-one with staff</p> <p>C. Advise KCHA in the planing and implementation of other security programs: As requested</p> <p>D. Home Safety / Security Surveys of residents: One to two (1-2) per Quarter</p> <p>E. Childhood Safety / Crime Prevention Programs: Two (2) per Year per Site</p> <p>F. Youth Prevention Activities: One (1) per Quarter per Site</p> <p>G. Apartment Watch Meetings or other prevention activities: One (1) per Quarter</p>

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING

Description of Services	Levels of Services / Qualifications
<p>3. Coordination and Communication Activities</p>	<p>A. Attend Resident Council Meetings and maintain communication lines with resident leaders: On going</p> <p>B. The Agency will coordinate support efforts with other social service agencies, schools, job support and health care providers serving resident families and make referrals for services: As needed</p> <p>C. Provide Housing Management with a calendar of officer's monthly schedules</p> <p>D. Attend all Team meetings to plan, coordinate and schedule programs, problem-solve, and maintain project communication.</p>
<p>4. Reporting Activities</p>	<p>A. Outcome-based program reports and data information to KCHA: As needed or as requested by KCHA staff</p> <p>B. 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.</p> <p>C. Respond to Housing Management written requests for services or information and provide requested public information which deals with criminal activity in the King County Housing Authority communities.</p>

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EXHIBIT B-1 - PROJECT BUDGET

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING**TOTAL CONTRACT VALUE: \$295,219.00****PROJECT BUDGET – DECEMBER 1, 2001 THROUGH NOVEMBER 30, 2002:**

Cost Description	KCHA Budget	Agency Match	TOTAL
PERSONNEL			
Police Officer Salaries & Benefits	\$67,762	\$-0-	\$67,762
Police Officer Special Pays	\$-0-	\$7,541	\$7,541
Asian Liaison Specialist	\$-0-	\$74,585	\$74,585
Community Police Sergeant	\$-0-	\$16,360	\$16,360
Overtime	\$4,185	\$-0-	\$4,185
PERSONNEL SUBTOTAL	\$71,947	\$98,486	\$170,433
ADMINISTRATIVE SUPPORT			
KCSO Administrative Charges (Accounting, computers, personnel, IIU, records, training, etc.)	\$10,585	\$3,231	\$13,816
ADMIN. SUPPORT SUBTOTAL	\$10,585	\$3,231	\$13,816
PROFESSIONAL FEES			
Precinct Support	\$2,738	\$1,173	\$3,911
PROF. FEES SUBTOTAL	\$2,738	\$1,173	\$3,911
NON-PERSONNEL			
Quartermaster	\$407	\$-0-	\$407
Services	\$495	\$-0-	\$495
Telephone	\$471	\$-0-	\$471
Supplies	\$721	\$-0-	\$721
NON-PERSONNEL SUBTOTAL	\$2,094	\$-0-	\$2,094
EQUIPMENT			
Use of patrol vehicle	\$9,335	\$-0-	\$9,335
EQUIPMENT SUBTOTAL	\$9,335	\$-0-	\$9,335
MISC			
Insurance	\$2,057	\$-0-	\$2,057
800 MHz charges	\$1,490	\$-0-	\$1,490
MARR Officer Accident Investigation	\$109	\$-0-	\$109
MISC SUBTOTAL	\$3,656	\$-0-	\$3,656
PROGRAM TOTAL	\$100,355.00	\$102,890	\$203,245

EXHIBIT C - REPORTING REQUIREMENTS (REVISED 12-01)

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING

Quarterly Narrative Reports: The Agency shall submit Narrative Reports, providing overviews of project progress and achievements, to KCHA no later than ten (10) 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 ten (10) 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 ten (10) days after the close of each Contract Quarter. The Invoice formats are attached as Exhibits D and D-1.

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 semi-annually, beginning within ten (10) working days of execution of this Contract. Information regarding Section 3 requirements is provided in Exhibit G and the Section 3 Certification Form is attached as Exhibit G-1.

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 Contract, KCHA will visit the Agency to monitor contract progress. The Agency shall be expected to work as a team member and coordinate efforts with KCHA on-site management, KCHA Resident Services staff and other service providers.

**EXHIBIT D-1 - INVOICE
KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING**

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KING COUNTY HOUSING AUTHORITY DEPARTMENT OF RESIDENT SERVICES

AGENCY'S INVOICE

REIMBURSEMENT COST

King County Sheriff's Office King County Courthouse 516 3rd Avenue, Room W116 Seattle, WA 98104		Invoice No.		
		Invoice Period		
Project Title Community Policing		Contract No. 625-2000-0007		
Contact Person Rebecca Connolly		Project Period		
Contact Phone Number 206 205-7610		12/1/01 to 11/30/02		
Cost Description	KCHA Budget for Project from 12/1/01 to 11/30/02	Previously Billed	Current Invoice	Balance Available
PERSONNEL	\$ 71,947.00			
ADMIN. SUPPORT	\$ 10,585.00			
PROFESSIONAL FEES	\$ 2,738.00			
NON-PERSONNEL	\$ 2,094.00			
EQUIPMENT	\$ 9,335.00			
MISCELLANEOUS	\$ 3,656.00			
PROGRAM TOTAL	\$ 100,355.00			

TOTAL REIMBURSEMENT REQUESTED - THIS INVOICE \$

INVOICE CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the King County Housing Authority and that I am authorized to authenticate and verify to said claim.

Typed Name

Authorized Signature

Date

**KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING**

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.

EXHIBIT G-1 -- SECTION 3 CERTIFICATION FORM (AGENCY) (REVISED 12-01)

KING COUNTY SHERIFF'S OFFICE
COMMUNITY POLICING



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 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	36,750	42,000	47,250	52,500	56,700	60,900	65,100	69,300

For Pierce County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	28,550	32,650	36,700	40,800	44,050	47,350	50,600	53,850

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)
 (REVISED 12-01)
 KING COUNTY SHERIFF'S OFFICE
 COMMUNITY POLICING

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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 \$	36,750	42,000	47,250	52,500	56,700	60,900	65,100	69,300

For Pierce County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income in \$	28,550	32,650	36,700	40,800	44,050	47,350	50,600	53,850

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 I – FACILITY USE POLICY
OF THE KING COUNTY HOUSING AUTHORITY

OVERVIEW OF POLICY

A. Introduction.

The community buildings, community rooms and other public spaces (individually and collectively “Community Facility or Facilities”) provided by the King County Housing Authority (“KCHA”) within its developments are intended primarily for uses which serve the interests and promote the general welfare of residents of those developments. These Community Facilities are not for rent 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.

B. Intent.

The intention of this Facility Use Policy is:

1. To encourage the use of these Community Facilities for purposes which provide social, educational, recreational or other general welfare benefits to KCHA residents and the larger community.
2. To provide guidance regarding appropriate uses of these Community Facilities by individuals and organizations.
3. To outline KCHA’s expectations regarding the responsibilities of individuals or organizations who seek to use these Community Facilities.

C. Sponsors.

This policy recognizes four (4) primary potential categories of individuals and organizations (individually and collectively “Sponsors”) seeking to utilize these Community Facilities:

- **Individual residents or informal groups of residents** seeking to utilize Community Facilities for events or activities, such as family parties, resident social events, workshops or meetings featuring speakers invited by residents or
- **Resident Councils or other formal resident organizations** seeking to utilize Community Facilities for events or activities, such as those described above, or for regular, on-going programming or
- **Non-profit service agencies or governmental organizations** seeking to utilize Community Facilities to provide programming which targets and benefits resident populations or
- **Individuals, including residents, or for-profit organizations** seeking to realize commercial gain through the utilization of the Community Facilities to provide programming which targets and benefits resident populations.

**EXHIBIT I – FACILITY USE POLICY
OF THE KING COUNTY HOUSING AUTHORITY**

D. Facility Categories.

Further, this policy recognizes that KCHA properties include diverse public or common spaces which are not always adequately addressed by one common set of policies or procedures for this use. For the purposes of this Facility Use Policy, KCHA's Community Facilities shall be defined, generally, in two separate categories:

1. *Unlocked, Regularly Available Facilities*, which are usually contiguous with residential living spaces and/or which are typically left unlocked, open and accessible to residents, even when not in use.
2. *Regularly Locked Facilities*, many of which typically stand separate from residential living spaces, which are typically left locked and are accessible only by key except when in use. This category includes residential units that have been taken "off-line" to provide space for programs or services to benefit resident populations.

This Facility Use Policy shall explicitly identify and discuss policies which differ for each type of Community Facility or which apply only to one type of Community Facility. Further, this Facility Use Policy shall provide an overview of policies which govern the potential use by different categories of individuals, groups and organizations and shall also discuss policies which differ depending upon the type of Sponsor or which apply only to one type of Sponsor.

PROVISIONS OF POLICY

Lease Agreements: KCHA may choose, at its sole discretion, to execute formal Lease Agreements with Resident Councils, non-profit service agencies, and governmental agencies, granting such organizations the right to use a Community Facility, or a portion thereof, according to the terms of the Lease Agreement. In such instances where the terms of the Lease Agreement differ from the policies which govern the use of Community Facilities by Sponsors, the terms of the Lease Agreement shall take precedent. Any sub-leases or other agreements initiated by the Lease-holding agency regarding the utilization of the leased space shall comply with the terms of KCHA's Lease Agreement.

Hours of Availability: The Sponsors' use of the Community Facility shall fall between the hours of 8:00 AM and 10:00 PM, unless previously arranged and approved by KCHA staff authorized to do so or by authorized staff from the Lease-holding agency (if any). During all hours of availability, Sponsors shall ensure that their use of the Community Facility does not result in any criminal activity or any unreasonable disruption of the ability of residents to peacefully enjoy their living environments, and shall comply with any applicable local regulations regarding noise.

**EXHIBIT I – FACILITY USE POLICY
OF THE KING COUNTY HOUSING AUTHORITY**

Availability, Scheduling, Keys and Deposits: Prior to scheduling a one-time event or on-going programming, Sponsors shall confirm that their plans do not conflict with any previously scheduled events or programming. If uncertain of how to confirm availability, potential Sponsors shall consult with staff of the appropriate KCHA Area Office or an appropriate KCHA Resident Services staff person. Any questions or disputes regarding availability within the schedule shall be referred to appropriate KCHA staff for resolution. The Housing Authority reserves the right to approve or not approve the use of Community Facilities for the proposed purposes and to determine the priority among potential users. For example, KCHA will give priority to the use of Community Facilities as polling places for local, state, and federal elections.

Resident Sponsors: Requirements for residents to schedule a Community Facility for use necessarily varies depending upon the nature of the Community Facility:

- *Unlocked, Regularly Available Facilities:* In some such Community Facilities, a calendar of scheduled events may be posted and is sufficient for residents and resident organizations to schedule a one-time or occasional event or activity. For other such Community Facilities, resident Sponsors may need to consult with appropriate KCHA staff to schedule a one-time or occasional event or activity. Resident Sponsors seeking to schedule regular, on-going programming within any regularly unlocked Community Facility shall consult with appropriate KCHA staff prior to initiating such programming. Any questions or disputes regarding availability within the schedule shall be referred to appropriate KCHA staff for resolution.

Individual residents, informal groups of residents, Resident Councils and other formal resident organizations are allowed to utilize unlocked, regularly available Community Facilities, such as community rooms or community libraries, on an informal, unscheduled basis so long as such use does not disrupt any previously scheduled use of that space and such residents recognize the priority given to scheduled, planned uses of that Community Facility.

- *Regularly Locked Facilities:* For such Community Facilities, all potential resident Sponsors shall consult either with appropriate KCHA staff or with appropriate staff from the Lease-holding agency (if any) to determine the availability of the Community Facility. To formally request and schedule such a Community Facility, the resident Sponsor shall complete and submit a Request for Use of Community Space form. KCHA or the Lease-holding agency will review the request, confirm the availability and issue any necessary keys. The resident Sponsor is forbidden from making, or having made keys, and any keys issued shall be marked "Do Not Copy or Duplicate." Approval for use by a Lease-holding agency shall be subject to the terms and conditions of the Lease.

KCHA and/or the Lease-holding agency shall request refundable deposits of \$25.00 from resident Sponsors requesting to utilize such a Community Facility but shall return the deposit upon satisfactory return of any keys issued and following a timely inspection

**EXHIBIT I – FACILITY USE POLICY
OF THE KING COUNTY HOUSING AUTHORITY**

which confirms the Sponsor appropriately cleaned the Community Facility and did not cause any damage beyond normal wear and tear. Resident Sponsors will also be held responsible, and shall promptly reimburse KCHA, for costs associated with replacement of keys, cleaning or repair of damages in excess of the deposit.

Non-Resident Sponsors: Non-resident Sponsors shall always consult with appropriate KCHA staff or with appropriate staff from the Lease-holding agency to schedule the use of any Community Facility for any purpose and will be held to the same standards of accountability as resident Sponsors, as described above.

Supplies and Equipment: All resident Sponsors will be provided with equitable access to any supplies or equipment which are provided within a Community Facility and will be expected to treat and utilize such supplies and equipment with care. Non-resident sponsors may be required to provide their own supplies and equipment, subject to the discretion of KCHA.

Cleaning Facility and Responsibility for Damages: Sponsors accept full responsibility for cleaning the Community Facility upon completion of their use and shall return the Community Facility to its previous condition, including, but not limited to:

- Immediately notifying KCHA of any damages or needed repairs, either noticed or caused by the Sponsor.
- Picking up or cleaning up and disposing of all debris, trash and garbage.
- Washing any dishes, silverware or other supplies utilized and returning to original location.
- Returning tables and chairs to original set-up pattern.
- Turning off lights, heat, water faucets and appliances, unless otherwise instructed.
- Closing and securing all exterior doors and windows unless otherwise instructed.
- Returning all keys as instructed.
- Promptly reimbursing KCHA for costs associated with the replacement of keys, cleaning or repair of damages in excess of the \$25.00 refundable deposit.

Expectations regarding cleaning and damages for Community Facilities leased to another agency shall be described and governed by the terms of the Lease Agreement. For regularly locked Community Facilities, not leased to another provider, KCHA staff may inspect the Community Facility after the scheduled use. Regardless of type of the Community Facility, Sponsors will be charged for additional cleaning costs resulting from their use of the Community Facility, and will also be held responsible for costs associated with any damage to the Community Facility or equipment resulting from their use of the Community Facility.

EXHIBIT I – FACILITY USE POLICY
OF THE KING COUNTY HOUSING AUTHORITY

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Commercial Use of Community Facilities: KCHA's Community Facilities are not intended for commercial uses by individuals or organizations and cannot serve as the base of operations for any commercial enterprises. Individuals or for-profit organizations may be allowed to sponsor events or provide services within Community Facilities which will provide the individual or organization with commercial gain, subject to the following considerations:

- The individual or organization proposes to provide necessary services or products which benefit KCHA residents but which are not readily accessible, or are not as easily affordable, within the surrounding community.
- The individual or organization proposes to donate a portion of profits generated to a Resident Council or other formal resident organization.
- The individual or organization proposes to utilize a portion of profits generated to purchase and donate an item of direct benefit to the resident population, subject to the approval of KCHA.
- The individual or organization has been invited and/or sponsored by a resident or resident(s) in order to provide a presentation regarding services or products they wish to make available to residents.

Letters of Agreement and Insurance Coverage: Regular, on-going use of a Community Facility may require the implementation of a formal Letter of Agreement between KCHA and the Sponsor, as described below:

- *Resident Councils or other formal resident organizations:* Resident Councils or other formal resident organizations who wish to sponsor or coordinate on-going programming within an unlocked, regularly available Community Facility may be required to execute a formal Letter of Agreement with the Housing Authority governing that use of the Community Facility. The terms of the Letter of Agreement may include a requirement that the resident organization provide proof of adequate insurance coverage and an endorsement naming KCHA as an additional insured on all appropriate insurance policies, among other provisions.
- *Non-profit service or governmental agencies:* Non-profit service or governmental agencies who wish to sponsor or coordinate on-going programming within an unlocked, regularly available Community Facility shall be required to execute a formal Letter of Agreement with KCHA governing that use of the Community Facility. The terms of the Letter of Agreement shall include a requirement that the service agency provide proof of adequate insurance coverage and an endorsement naming KCHA as an additional insured on all appropriate insurance policies, among other provisions.
- *Non-resident individuals and organizations:* Non-resident individuals and organizations who wish to sponsor or coordinate on-going programming within any available Community Facility shall be required to execute a formal Letter of Agreement with the Housing Authority

**EXHIBIT I – FACILITY USE POLICY
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governing that use of the Community Facility. The terms of the Letter of Agreement shall include a requirement that the service agency provide proof of adequate insurance coverage and an endorsement naming KCHA as an additional insured on all appropriate insurance policies, among other provisions. No exceptions to the insurance requirements shall be made for any for-profit organizations.

Use of a Community Facility for an individual who is unable to comply with the insurance requirements and may be approved under the following circumstances, subject to the sole discretion of KCHA:

- The individual proposes to provide a service of direct benefit to residents, as described above; and,
- The individual agrees to indemnification requirements determined by KCHA.

Liability and Indemnification: Resident Sponsors seeking to utilize regularly locked Community Facilities shall, through the Request for Use of Community Space form acknowledge their sole responsibility for any liability resulting from the use of the Community Facility and shall agree to indemnify, defend, and hold KCHA, its representatives, employees, agents, and assigns harmless from any such liability.

Non-resident Sponsors seeking to utilize any KCHA Community Facilities on a regular and on-going basis shall be required to execute a Letter of Agreement or Lease Agreement which shall specify the liability and indemnification requirements.

Fees for Services: Any fees collected for services coordinated by a Resident Council, other formal resident organization, non-profit service agency or governmental organization shall be directly related to the cost of providing such services.

Fundraising Activities: Resident organizations may, with prior approval of appropriate KCHA staff, utilize Community Facilities for fundraising activities so long as all funds raised through the designated fundraising aspects of the activity are provided to the resident organization, not to any individuals. The utilization of such funds shall be subject to the resident organizations' policies and procedures for making such decisions.

Non-profit service agencies shall not regularly utilize KCHA's Community Facilities for fundraising activities. Exceptions to this policy shall be considered on a case-by-case basis and may require the approval of KCHA's Executive Director. Exceptions to this restriction may require that all funds raised benefit service programs which directly target and serve KCHA residents.

All such fundraising activities shall comply with all appropriate legal regulations and restrictions and may not violate any established standards for use of the Community Facility.

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Alcohol: The sale or use of alcoholic beverages is forbidden within any of KCHA's Community Facilities.

Smoking: Smoking is prohibited within any of KCHA's interior Community Facilities.

Conduct of Participants and Adult Supervision: Sponsors are responsible for the conduct and actions of all participants involved during their scheduled use of a Community Facility and shall provide adequate adult supervision to all minor participants. Further, Sponsors shall ensure that participants who do not live within the development do not utilize parking reserved for residents only.

Illegal Activities: KCHA has zero tolerance for any illegal or criminal activity, including illegal drug-related activity, within its developments and in and around its Community Facilities, and shall pursue all appropriate legal recourse in response to such activity, including termination of the tenancy of residents' involved in such activity.

Violations of Residential Leases: The behavior and conduct of resident Sponsors, resident participants, and residents' guest participants in events or activities in Community Facilities are subject to the requirements of residents' lease agreements. Violations of the policies governing the use of Community Facilities, including unreasonable damage to a Community Facility, unreasonable disruption to other residents' peaceful enjoyment of their living environment, or illegal activity, may result in the termination of the tenancy of involved residents. Members of Resident Councils or other formal resident organizations shall be subject to the same standards of conduct and same potential sanctions as all other residents, as described above.

Use of Facilities for Religious Events or Activities: Religious organizations and residents seeking to utilize KCHA's Community Facilities for activities which feature a religious focus or religious expression, such as bible study groups, shall be accorded access to Community Facilities on the same terms as other organizations or residents and shall be held to the same restrictions and requirements governing the use of those Community Facilities. Such religious use of KCHA's Community Facilities will be evaluated to ensure that the use is not so intensive as to constitute an excessive entanglement of KCHA in religious matters which may violate the Establishment Clauses of the United States Constitution or the Washington State Constitution. Religious use which may constitute such an excessive entanglement may include, but not be limited to, regularly scheduled religious services sponsored by a particular religious organization or the use of KCHA Community Facilities as a base of operations for a particular religious organization.

EXHIBIT I – FACILITY USE POLICY
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Agency Meetings: Non-profit service agencies and governmental organizations may occasionally schedule and utilize KCHA Community Facilities for meetings for agency personnel, board members, volunteers or other representatives as long as such meetings do not interfere with previously scheduled uses, prevent residents from receiving adequate opportunities to utilize the Community Facility, or excessively interfere with other service providers ability to utilize the Community Facility for programming of direct benefit to KCHA residents.

Distribution of Flyers and Recruitment: In general, distribution of flyers or other promotional materials regarding the Sponsor's use of the Community Facility shall be the responsibility of the Sponsor, unless otherwise arranged. Flyers or promotional materials that utilize KCHA's name and/or logo shall be approved by appropriate KCHA staff prior to distribution.

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. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 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 King County Housing Authority 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 penalty 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.