

# RESOLUTION NO. 84-021

ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

ON DATE OF

June 26, 1984

## A RESOLUTION AUTHORIZING APPROVAL OF AGREEMENTS TO PROVIDE HOUSING FOR TRANSIENTS

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY  
OF SACRAMENTO:

SECTION 1. The Executive Director is authorized to execute an agreement between the Authority and the County of Sacramento providing funding for the 1984-85 single persons homeless shelter program. The Authority Budget is hereby augmented by \$283,842.96 to provide for this expense of which \$50,000 is allocated to the Policy and Planning Administration budget (Fund 410, Cost Center 4300) and the balance of \$233,942.96 is allocated to Community Based Organizations, Shelter Operations/RFP (Fund 411, Cost Center 4400).

SECTION 2. The Executive Director is authorized to execute an agreement, attached to this Resolution as Exhibit A, between the Authority and the City of Sacramento authorizing the Authority to use temporary housing facilities at 2100 and 2700 Front Street.

SECTION 3. The Executive Director is authorized to execute an agreement, attached to this Resolution as Exhibit B, between the Authority and Volunteers of America to provide for operation of temporary housing facilities on behalf of the Authority until October 31, 1984.

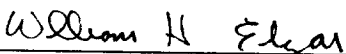
SECTION 4. The Executive Director is authorized to develop and circulate a Request for Proposals for selection of a shelter operator for the period November 1, 1984 through June 30, 1985.

BE IT FINALLY RESOLVED that the Executive Director is further authorized and directed to take such other and further action necessary to accomplish the purposes of this Resolution as are deemed necessary.



CHAIRMAN

ATTEST:



SECRETARY

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LICENSE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Housing Authority of the City of Sacramento, a political subdivision of the State of California, hereinafter called "Authority"; and the City of Sacramento, a municipal corporation, hereinafter called "City".

W I T N E S S E T H

WHEREAS, indigent transients who are not otherwise qualified for General Assistance or other social welfare programs providing shelter or a living allowance proliferate within the Sacramento community, require minimal protection in order to prevent human suffering, and, without the provision of public food or lodging services, cause law enforcement, nuisance and other sociological problems within the County; and

WHEREAS, the City and County desire to jointly cooperate for the purpose of making shelter available to such persons during 1984-85;

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND RECITALS CONTAINED HEREIN, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. City hereby grants to Authority a license to enter, occupy and utilize that portion of the area designated by City's City Manager which is situated at 2100 and 2700 Front Street in the City of Sacramento, County of Sacramento, State of California, (hereinafter called the "Premises") during the term and for the purposes hereinafter prescribed.

a. The term of the license shall commence on the date of this Agreement and terminate on January 31, 1985.

b. Authority shall receive said license without the obligation to pay rental or any other fee therefor, and otherwise subject to all terms, conditions and limitations of this Agreement.

c. Authority shall be authorized to enter, occupy and utilize the premises for the sole purpose of providing for the management, supervision and operation of the structures for the provision of shelter services as more

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particularly hereinafter prescribed. This license and the right of entry and occupancy vested in Authority shall be subject to assignment by Authority to the Volunteers of America or any other similar entity by and through whom the Authority elects, by contract, to provide the services prescribed. In the event of one or more such assignments, Authority shall give City written notice of such assignment or assignments before the effective date of any such assignment. No such assignment shall relieve Authority of any obligation under this Agreement.

2. Authority or its assignee shall be authorized to operate on each of the premises the following relocatable structures and facilities: a building containing not less than 4,000 square feet of interior floor space to provide living accommodations and men's and women's restroom facilities to serve the occupants of the building described above. Said building shall be constructed in compliance with applicable City and State codes.

3. Not later than July 1, 1984, or such later date as may be prescribed by the Authority's Director, the Authority or its assignee shall, commencing on said date and continuing through Dec. 31, 1984, open, manage, operate and maintain the buildings described by Paragraph 2 as shelter and living accommodations for the benefit of those persons described above.

4. Following Dec. 31, 1984, Authority shall remove the buildings described by Paragraph 2 from the premises and restore the premises to their original condition in a manner which does not reveal prior utilization of the premises for the purposes of this Agreement. Authority shall require its assignee or contractor to complete said work of removal and restoration not later than Jan. 31, 1985. In the event the assignee or contractor fails to complete said work by that date, Authority, at its sole cost and expense, shall complete the work not later than January 31, 1985.

5. During the term of this Agreement, Authority shall indemnify, defend, and hold harmless the City and its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including payment of attorney's fees, arising directly or indirectly out of or resulting from the performance of this Agreement or the occupancy of the premises or the provision of services contemplated by this Agreement, caused in whole or in part by any willful or negligent act or omission of Authority, its assignee, its contractor, or any officers, agents or employees thereof, regardless of whether caused in part by a party indemnified hereunder.

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6. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SACRAMENTO, a municipal corporation

By \_\_\_\_\_  
City Manager

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a political subdivision of the State of California

By William H. Flynn  
Executive Director

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CONTRACT FOR SHELTER SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (herein called "Authority"), and VOLUNTEERS OF AMERICA, a New York Corporation (qualified to do business in California) herein called "Contractor").

WITNESSETH:

WHEREAS, Authority desires to engage the Contractor to render certain services in connection with the Authority's charge to house needy residents of Sacramento County,

NOW, THEREFORE, Authority and Contractor agree as follows:

1. SCOPE OF SERVICES

The services to be performed by the parties to this Agreement are set forth in Exhibit A, a copy of which is attached hereto and made a part hereof by reference.

2. TIME OF PERFORMANCE

The services of the Contractor shall commence upon execution of this Agreement and shall terminate on October 31, 1984.

3. COMPENSATION AND METHOD OF PAYMENT

It is expressly understood and agreed that in no event will the total compensation paid to Contractor under this Contract exceed the sum of NINETY-THREE THOUSAND, FOUR HUNDRED (\$93,400.00) DOLLARS. Payment shall be made as billed but will not be more than TWENTY-FOUR THOUSAND (\$24,000.00) DOLLARS per month beginning in July 1984 and ending in October 1984. Final billing shall be received by November 30, 1984.

4. AGENCY INFORMATION AND DATA

The Contractor shall furnish to the Authority any and all pertinent data and information which the Contractor may possess in connection with operation of the shelter program.

5. TERMS AND CONDITIONS

This Contract is subject to and incorporated the provisions attached hereto as PART II - Terms and Conditions (Form

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SHRA 8/83). Additionally, Contractor will provide a minimum of ONE MILLION (\$1,000,000.00) DOLLARS in liability insurance on the sites and standard Worker's Compensation coverage.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

By William H. Flynn  
Executive Director

APPROVED AS TO FORM:

VOLUNTEERS OF AMERICA, a New York Corporation

\_\_\_\_\_  
Agency Counsel

By \_\_\_\_\_  
Executive Director

APPROVED:

P.O. Box 2786  
Sacramento, CA 95812

\_\_\_\_\_  
Finance Department

SS/ID # \_\_\_\_\_

Fund: \_\_\_\_\_ 411

Cost Center: \_\_\_\_\_ 4400

Organization: \_\_\_\_\_ 5800

\_\_\_\_\_  
Organization Approval

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EXHIBIT "A"

1. Authority hereby grants to Contractor a license to enter, occupy and utilize that portion of the areas designated by Authority's Executive Director (hereinafter called "Director") which are situated at 2100 and 2700 Front Street, in the City of Sacramento, County of Sacramento, State of California (hereinafter called the "Premises") during the term and for the purposes hereinafter prescribed.

a. The term of the license shall commence on the date of this Agreement and terminate on October 31, 1984.

b. Contractor shall enter, occupy and utilize the Premises for the sole purpose of operating, managing and supervising the structures thereon for the provision of shelter services as more particularly prescribed.

c. Contractor shall receive said license without the obligation to pay rental or any other fee therefor, and otherwise subject to all terms, conditions and limitations prescribed by this Agreement.

2. Not later than July 1, 1984, or such later date as may be prescribed by the Director by notice served on Contractor, Contractor shall, commencing on said date and continuing thereafter through October 31, 1984, open, manage, operate and maintain the buildings for the purposes prescribed in Paragraph 3. Contractor shall:

a. Maintain the buildings and premises in suitable and habitable condition and repair, and keep the buildings and all utilities, services and appurtenances thereto in good, safe, clean and operable condition in compliance with any and all directives by County's Building Inspection Division of the Department of Public Works, the Health Department and the Director;

b. Provide furnishings for said buildings consisting of at least floormats for sleeping and otherwise of such a type, nature and extent as may be prescribed by the Director;

c. Provide on-site, seven days per week paid staff supervision of the use, safety and occupancy of the buildings for the purposes intended between the hours of 9:00 p.m. and 7:00 a.m. at 2700 Front Street and twenty-four (24) hours per day at 2100 Front Street.

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3. Pursuant to the requirements of Paragraph 3, Contractor shall, at all times during the prescribed term, maintain the buildings for occupancy by not fewer than one-hundred sixty (160) persons who are homeless, indigent and not otherwise qualified for the receipt of General Assistance or any other social assistance program under which shelter or an allowance therefor is made available; and without any payment, fee or other charge to or from the occupants.

4. Following October 31, 1984, Contractor shall remove the buildings described by Paragraph 2 from the premises and restore the premises to their original condition in a manner which does not reveal prior utilization of the premises for the purposes of this Agreement. Said work of removal and restoration shall be completed by Contractor not later than November 30, 1984.



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## CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART II - TERMS AND CONDITIONS1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Agency/Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Agency/Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency/Authority for damages sustained by the Agency/Authority by virtue of any breach of the Contract by the Contractor, and the Agency/Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Agency/Authority from the Contractor is determined.

2. TERMINATION FOR CONVENIENCE OF AGENCY/AUTHORITY

The Agency/Authority may terminate this Contract at any time by a notice in writing from the Agency/Authority to the Contractor. If the Contract is terminated by the Agency/Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

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3. CHANGES

The Agency/Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency/Authority and the Contractor, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

- (a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the Agency/Authority.
- (b) All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- (c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. ANTI-KICKBACK RULES

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108, title 18 U.S.C., section 874; and title 40 U.S.C., section 276(c)). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors hereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. WITHHOLDING OF SALARIES

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Agency/Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Agency/Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

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7. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Agency/Authority for the latter's decision which shall be final with respect thereto.

8. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will 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 the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency/Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, 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.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency/Authority, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Agency/Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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- (f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - (g) The Contractor will include the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Agency/Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency/Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. CONTRACTUAL REQUIREMENTS: "SECTION 3 CLAUSE"

The following clause (referred to as the "Section 3 Clause") is applicable to all contracts for work in connection with a Community Development Project.

- (a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development 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 said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the 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.

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- (c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 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 Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient for Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of requirements issued by the Secretary of Housing and Urban Development, 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 regulations under 24 CFR 135 and will not let 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 in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition to 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 Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

In order to comply with the Section 3 requirements, the bidder shall indicate, along with his bid, what affirmative action processes he has used in soliciting bids from business concerns listed on the Registry. Forms for the bidders' use are included in the Project Manual. These completed Section 3 Affirmative Action forms must be submitted with the proposal.

Good Faith Effort. Each contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying, of the positions identified in Paragraph

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- (1) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying, of the positions identified in Paragraph (1) of this section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees.
- (4) Establishing, of the positions identified in Paragraph (3) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this section with lower income project area residents.

10. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

11. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Agency/Authority. The Contractor shall be as fully responsible to the Agency/Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

13. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or

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novation) without the prior written approval of the Agency/Authority; Provided, however, that claims for money due or to become due the Contractor from the Agency/Authority under this Contract may be assigned to a bank or trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Agency/Authority.

14. INTEREST OF MEMBERS OF AGENCY/AUTHORITY

No member of the governing body of the Agency/Authority, and no other officer, employee or agent of the Agency/Authority who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

17. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

18. FINDINGS CONFIDENTIAL

All reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Agency/Authority.

19. MONITORING

- (a) The Agency/Authority shall monitor the program adequacy of the Contractor in a manner which Agency/Authority deems most effective. Contractor shall cooperate with Agency/Authority in such monitoring.

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- (b) Contractor shall prepare and submit to Agency/Authority reports in the form and manner prescribed by Agency/Attorney.
- (c) Such reports shall be subject to audit by the Agency/Authority as required by Federal regulations or local requirements.

20. INDEMNIFICATION OF AGENCY/AUTHORITY

The Contractor shall indemnify and save harmless the Agency/Authority from liability for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract.

21. OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION DEVELOPED UNDER THE CONTRACT

- (a) All professional and technical information, in the form of original drawings, data, computations, specifications, report texts, estimates and any and all other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of the Agency/Authority, and neither the Contractor nor any and all of its associates and/or consultants shall have any rights in interest thereto.
- (b) The Contractor and/or its associates and consultants may retain such copies and/or reproductions, at their expense, of the original documents as necessary for their files, records and/or reference.

22. RECORDS

Contractor shall keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with the provisions of OMB Circular No. A-102 Attachment G (as amended), and shall document all transactions so the Agency/Authority may properly audit all expenditures made pursuant to this Contract. Contractor shall maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of the Contract, unless otherwise directed by Agency/Authority. All books, records and accounts kept by Contractor in connection with the performance of this Contract shall be made available for inspection by representatives of the Federal Government and/or Agency/Authority staff as required to monitor or audit the program.

23. CONFLICT OF INTEREST

No member, officer, or employee of Contractor, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

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