

RESOLUTION NO. R. 2446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING A TITLE VI PROJECT SERVICE GRANT (CETA) TO PROVIDE MANPOWER FUNDING TO REHABILITATE ONE AND ONE-HALF MILES OF FORBES CREEK IN ORDER TO ENHANCE ITS FISHERIES RESOURCE AND IMPROVE WATER QUALITY AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY, KING COUNTY CETA AGREEMENT NUMBER 2262.

WHEREAS, the City has heretofore submitted a proposal for CETA manpower funding to permit rehabilitation of one and one-half miles of Forbes Creek primarily within the City of Kirkland in order to enhance Forbes Creek as a fisheries resource and to improve its water quality, and

WHEREAS, King County has tendered to the City a Title VI Employment Program Project Service Agreement being CETA Agreement No. 2262, copy of which is attached to the original of this resolution and by this reference incorporated herein, with a grant amount of \$63,456.00 to provide employment funding for said project, now, therefore,

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The CETA Public Service Employment Program Grant in the amount of \$63,456.00 for the project set forth in CETA Agreement No. 2262 is hereby accepted by the City of Kirkland. Said contract to run from August 1, 1977, to July 31, 1978.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland CETA Agreement No. 2262 copy of which is attached to the original of the resolution and by this reference incorporated herein.

PASSED BY MAJORITY VOTE of the Kirkland City Council on regular meeting on the 6th day of September, 1977.

SIGNED IN AUTHENTICATION thereof on the  
6th day of September, 1977.

  
MAYOR

ATTEST:

  
Director of Administration and  
Finance (ex officio City Clerk)

SUBGRANTING DEPARTMENT/DIVISION:  
BUDGET & PROGRAM DEVELOPMENT:  
PROGRAM DEVELOPMENT DIVISION  
PUBLIC EMPLOYMENT PROGRAM

AGREEMENT AMOUNT \$ 63,456 FUND TITLE & CODE CETA AGREEMENT # 2262

DURATION: August 1, 1977 - SUB-AGENT City of Kirkland  
July 31, 1978

TITLE VI PROJECT EMPLOYMENT PROGRAM  
PROJECT SERVICE AGREEMENT

THIS AGREEMENT, entered into this 1st day of August, 1977  
between King County, State of Washington, hereinafter referred to as the  
"COUNTY" and City of Kirkland hereinafter referred to as  
the "SUB-AGENT".

WITNESSETH:

WHEREAS, the County has received a grant from the King-Snohomish  
Manpower Consortium

for the purpose of conducting a Public Service Employment Program, as estab-  
lished by the Comprehensive Employment and Training Act, and

WHEREAS, the parties hereto have been advised that the following are the  
current project funding sources and related funding levels and effective  
dates.

FUNDING SOURCE                      FUNDING LEVEL                      DATES: FROM:                      TO:

CETA TITLE VI  
(PROJECT EMPLOYMENT)    \$ 63,456                      August 1, 1977 to July 31, 1978

and

WHEREAS, the County desires to have certain employment and related services  
performed by the Sub-Agent as described within this agreement, and as author-  
ized by Ordinance # 3243 and

WHEREAS, the County will enter into an agreement with the Sub-Agent to pro-  
vide funds necessary to implement the project employment described in  
Section I, Scope of Services and in accordance with the terms and conditions  
as set forth under the Comprehensive Employment and Training Act of 1973;  
the Department of Labor Regulations, Title 29A, code of Federal Regulations  
parts 94 through 99, as amended, and King County Public Employment Program  
policies and procedures transmitted to the Sub-Agent.

NOW THEREFORE, in consideration of payments, covenants, and agreements, here-  
inafter mentioned, to be made and performed by the parties, the parties  
covenant and agree as follows:

I. SCOPE OF SERVICES

The Sub-Agent agrees that it is the goal of the King County Public Employ-  
ment Program to provide employment for low-income, long-term unemployed  
members of the labor force through the creation of positions in Agencies  
which provide needed public services. It is the intent of the County and  
the Sub-Agent that each individual hired under the Program will realize an  
opportunity to continue his/her skills development in a meaningful work  
experience.

In pursuit of this goal, the Sub-Agent shall provide work experience, super-  
vision, and training to the Program participants. This project employment  
is further detailed in Attachment I - Budget Spread Sheet and Attachment II -  
Scope of Services. It is understood by the Sub-Agent that the Department of  
Labor Regulations, Title 29A, code of Federal Regulations parts 94 through  
99 and all King County Public Employment Program policies and procedures are  
part of this contract's scope of services. R-2446

## II. MAINTENANCE OF EFFORT

It is understood by the Sub-Agent that the Federal regulations regarding Maintenance of Effort (Title 29A, Section 96.34) are part of this agreement and are to be adhered to.

The requirements of this Section (96.34) are that the jobs funded under this agreement will only be in addition to employment which would otherwise be financed by the Sub-Agent without this Program.

Additionally, the Program shall result in an increase in employment opportunities over those which would otherwise be available. The Program shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits. The Program shall not impair existing contracts for service or result in the substitution of Program funds for other funds in connection with work that would otherwise be performed. The Program shall not substitute Public Service jobs for existing Federally assisted jobs.

Sub-Agents may not terminate, layoff or reduce the normal working hours of an employee for the purpose of hiring an individual under this Program. Further, a Sub-Agent may not hire an individual when any other person is on layoff from the same or substantially equivalent job. If layoffs of regular employees occur during the course of the Program, participants may not remain working in the same or substantially equivalent job within the Sub-Agent that is affected by the layoff.

Sub-Agents may be asked to produce and shall be required to produce, if asked, budgetary expenditure documentation, revenue statements, and other information relevant to determining maintenance of effort compliance or non-compliance.

## III. STANDARDS FOR WORKING CONDITIONS, BENEFITS, AND PERSONNEL POLICIES

The Sub-Agent agrees that all participants enrolled under this Program will enjoy the same benefits and working conditions as the regular employees of the Sub-Agent, that the participants enrolled under the Program shall receive workmen's compensation insurance or medical and accident insurance for injury or disease resulting from enrollment; and that the participant will receive compensation not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer.

The Sub-Agent is to have available for the participant personnel policies and procedures which provide grievance procedures, terms and conditions of employment, non-discrimination provisions, performance evaluations. The personnel policies and procedures are to be officially communicated to the participant at the time of hire.

## IV. DURATION OF AGREEMENT

The performance of the Sub-Agent shall commence on the 1st day of August 1977 and terminate on the 31st day of July 1978.

## V. AMOUNT, METHOD AND CONDITIONS OF PAYMENT

A. The County shall reimburse the Sub-Agent for the service as specified in Section I an amount up to but not exceeding \$ 63,456 payable in incremental reimbursable amounts subject to frequency need of Sub-Agent: reimbursement will be either monthly or bi-monthly. Under-run funds, those which accrue due to unanticipated vacancies, lower salaries, delay in refill, or change in positions shall be subtracted from agreement commitment and shall revert to the County for potential application elsewhere in its Public Service Employment Program.

B. The Sub-Agent shall submit a request for reimbursement executed in accordance with established procedures on but not later than fifteen (15) working days after the close of each calendar month. After review and possible revision against budgeted amounts the County will initiate authorization for payment, and shall make payment to the Sub-Agent not more than thirty (30) days after said request is received by the County. The Sub-Agent shall apply the funds received from the County under this agreement in accordance with the budget in Attachment #1. No expense thereunder shall cause an expenditure over the limitation on wages of \$10,000 annually, and/or its monthly, daily, or hourly equivalent. The only exception to this limitation may be in the case of teachers under nine-month employment contract; possible exception is subject to review and approval by the County.

VI. INTERNAL CONTROL

The Sub-Agent shall establish and maintain a system of internal control for fiscal, personnel and administrative matters to ensure the efficient and proper processing, accounting and documentation of agreement funds.

VII. ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. The Sub-Agent shall maintain separate accounts and records, including personnel and financial records. These records include, but are not limited to the following: job applications of participants and applicants, selection documentation, termination forms; payroll records, time and attendance documents and reimbursement records. These records are to reflect sufficiently and properly all costs of any nature expended and services performed in the performance of this agreement. Additionally, the Sub-Agent shall maintain such other records as may be deemed necessary by the County or its representatives to assure proper accounting of all agreement funds.

B. These records shall be maintained for a period of three (3) years after termination hereof, or three (3) years after audit issue resolution.

C. It is further agreed by the parties that the Sub-Agent shall maintain the aforesaid books, records, documents, and other evidence at the following address:

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210 Main Street

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Kirkland, Washington 98033

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and that the Sub-Agent shall not move said records, documents, and other evidence from the aforesaid address without the written consent of the County. Said consent will not unreasonably be withheld.

VIII. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this agreement shall be subjected to reasonable inspection, review or audit by the County and/or Federal/State or King-Snohomish Manpower Consortium officials so authorized by law during the performance of this agreement and three (3) years after termination hereof. In the case of questioned costs or deficiencies revealed by such audit or inspection, the Sub-Agent is liable for the questioned amount, and is responsible for reimbursing the questioned amount to the County and/or the King-Snohomish Manpower Consortium.

IX. EVALUATION

The Sub-Agent agrees to cooperate with the County in the evaluation of the Sub-Agent employment project, and to make available all information required by any such evaluation process. The evaluation will be based on goals, performance standards, reporting requirements and operating budget as outlined in this agreement and attachments thereto. The Sub-Agent understands that continued or future new funding decisions may be based in whole or in part on the evaluation results. The results of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

X. TERMINATION

A. This agreement is subject to immediate termination upon notice by the County should:

1. The Sub-Agent in the opinion of the County, mismanage or make improper use of funds provided through this agreement.
2. The Sub-Agent fail to comply with the terms and conditions expressed herein or the regulations and directives of the Federal/State Government or County.
3. Funds become no longer available from the King-Snohomish Manpower Consortium.
4. The Sub-Agent fail to provide work or services expressed by this agreement.
5. The Sub-Agent fail to submit reports or submit incomplete or inaccurate or untimely reports in any material respect.

- B. Upon mutual agreement, either party may terminate this agreement without cause upon thirty (30) days written notice.
- C. Otherwise this agreement shall terminate on or before the date specified herein.
- D. The Sub-Agent will remit any unexpended balance of agreement funds advanced before or upon termination of the agreement.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Sub-Agent shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Sub-Agent by the County.

#### XI. CHANGES

Either party may request changes to the body and/or attachments of this agreement. All changes shall be implemented and be effective immediately upon receipt of a King County Agreement Amendment authorizing such changes. King County Agreement Amendment authorizing agreement changes will be attached as a permanent amendment to this agreement.

#### XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The County makes no commitment to future support and assumes no obligation for future support of the activity agreed to, except as expressly set forth in the agreement.
- B. Should the funds allocated by the County via this agreement be from anticipated sources of revenue, and should the anticipated sources or revenues, (Grants, State, Federal) not become available to the County for use in purchasing services for clients, the County will be released from all liability with the Sub-Agent for that portion of the agreement covered by funds not received.

#### XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. The Sub-Agent shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims and losses whatsoever occurring or resulting from supplying work, services, materials or supplies in connection with the performance of this agreement.
- B. The Sub-Agent further agrees that it is financially responsible and liable for any audit exception which accrues due to its negligence or failure to comply with the terms of the agreement.
- C. The Sub-Agent agrees to protect and save King County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Sub-Agents' employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the willful or negligent act of omissions of the Sub-Agent and/or its agents, employees, sub-contractors or representatives.
- D. Without limiting the Sub-Agent's indemnification, it is agreed that the Sub-Agent shall maintain in force at all times during the performance of the Subgrant a policy or policies of public liability insurance. Covering its operations, with limits of liability not less than:
- \$100,000 each person bodily injury liability
  - \$300,000 each occurrence bodily injury liability
  - \$ 25,000 property damages liability.

The Sub-Agent shall provide evidence of such coverage; such evidence may be a certificate of insurance issued to the Program Agent. Further, the Sub-Agent must maintain State Industrial Insurance for its employees, and provide evidence of this to the Program Agent upon request.

#### XIV. NON-DISCRIMINATION

Except to the extent permitted by a bona fide occupational qualification, the Sub-Agent agrees as follows:

A. King County Ordinance No. 00198 is part of this agreement and the Sub-Agent and its employees shall be governed by its provisions.

B. The Sub-Agent will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, national origin, marital status, or the presence of any sensory, mental or physical handicap or age. The Sub-Agent will ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, national origin, marital status, or the presence of any sensory, mental or physical handicap or age. 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.

C. The Sub-Agent will, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, marital status, or the presence of any sensory, mental or physical handicap or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

D. The Sub-Agent will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the said labor union worker's representative of the commitments under this section.

E. The Sub-Agent will have an established personnel grievance and hearing procedure in dealing with CETA participant complaints. All procedures should be designed to resolve issues and complaints at the lowest organizational level.

#### XV. CONFLICT OF INTEREST

A. Interest of Members of County. No officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement; and the Sub-Agent shall take appropriate steps to assure compliance.

B. The Sub-Agent agrees that it will incorporate into every agreement required to be in writing the following provisions:  
Interest of Sub-Agent and Employees. The Sub-Agent covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this agreement. The Sub-Agent further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his service hereunder. The Sub-Agent further covenants that in the performance of this agreement no person having any conflicting interest shall be employed. Any interest on the part of the Sub-Agent or his employees must be disclosed to the Sub-Agent and the County, per King County Ordinance No. 2294.

C. The Sub-Agent agrees that it will not hire, or permit the hiring of, any person as a CETA participant, if a member of that person's immediate family is employed by that Sub-Agent. "Immediate family" shall mean wife, husband, son, daughter, mother, father, brother and/or sister.

#### XVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, or services provided under this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

XVII. EQUIPMENT PURCHASE AND OWNERSHIP

The Sub-Agent agrees that only material or equipment which is training material, work tools, uniforms, or other equipment ordinarily supplied by the Sub-Agent to the regular employees, and which are for the benefit and ownership of the employees may be allowable costs subject to prior review and authorization by the County. The Sub-Agent understands that such equipment or material would be considered fringe benefit costs for Public Employment Program participants, and would be claimed as fringe benefits costs.

XVIII. ENTIRE AGREEMENT

The parties agree that this agreement and its Attachments #I - Budget Spreadsheet, #II - Scope of Services, are the complete expression of the terms hereto and any oral representations of understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this agreement does not constitute a waiver of the provisions of this agreement.

IN WITNESS WHEREOF The parties hereto have caused this agreement to be executed the day and year first herein above written.

COUNTY:

SUB-AGENT

\_\_\_\_\_  
Signature

City of Kirkland  
Signature of Authorized Representative

\_\_\_\_\_  
Name

Allan B. [Signature]  
Name

King County Executive  
Title

[Signature]  
Title

APPROVE AS TO FORM AND LEGALITY:

\_\_\_\_\_  
King County Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Hugh James  
County Administrative Officer



PUBLIC SERVICE EMPLOYMENT PROGRAM  
PROJECT SERVICE AGREEMENT

ATTACHMENT I

BUDGET SPREAD SHEET

The Sub-Agent agrees that the budget spread is the expression of the positions, expenditure rates and cumulative expenditure limits for their participation in the King County Public Service Employment Program. The Sub-Agent agrees that their monthly reimbursement is subject to the monthly expenditure rate indicated on the budget spread sheet.

Funds Authorized \_\_\_\_\_  
 Date \_\_\_\_\_  
 No. of Positions \_\_\_\_\_

Revisions

SUB-AGENT: INV OF KILLBAND

JOB #	POS.	JOB TITLE	EMPLOYEE NAME	HIRES DATE	1977	1978	1979	1980	1981	1982	1983	1984	1985	TOTAL SAL/BEN
2262	01	RESTORATION SUPERVISOR		1977										137,000
2262	02	LABORER		1977										152,600
2262	03	LABORER		1977										152,600
2262	04	LABORER		1977										152,600
2262	05	LABORER		1977										152,600
2262	06	LABORER		1977										152,600
			TOTAL											6,346,000

Revisions

Date Effect.	Name of Participant/ Position Number	Action

Revisions

Date Effect.	Name of Participant/ Position Number	Action

Term. Code: (A) = Absorption (X) = Layoff (E) = Extended (T) = Transfer (OP) = Other Public (P) = Private (O) = Other

PUBLIC SERVICE EMPLOYMENT PROGRAM  
PROJECT EMPLOYMENT AGREEMENT

ATTACHMENT II  
SCOPE OF SERVICES

I. A. **Project Description:** The Sub-Agent agrees to perform the following public service during the length of this Agreement: This project will rehabilitate 1-1/2 miles of Forbes Creek, primarily in the City of Kirkland, in order to enhance it as a fisheries resource. This will be accomplished by redefining the creek bed, removing silt, clearing culverts, filling in with river rock and clearing all other obstructions so the creek can return to its original channel and condition. In addition, there will be efforts to restore the stream bank by installing protective materials and devices.

B. **Objectives:** During the term of this Agreement, the following objectives will be accomplished:

1. The labor crew will re-establish the spawning area for fish in Forbes Creek and restore 1-1/2 miles of Forbes Creek for use as a fish run.
2. The water quality of Lake Washington and its tributaries will be enhanced.

C. **Performance Schedule:** The Sub-Agent further agrees to complete this Project's objectives according to the following timetable:

	Ending Date	Measurable Level of Service/Project Completed
1st Quarter	3 Mos.	Within 30 days 6 CETA participants selected and training begun, with emphasis on building cohesive unit; identify and begin work on restoration priorities; work schedule established and operational.
2nd Quarter	6 Mos.	Nature of work completed in conjunction with winter weather problems; identify and work on problems related to winter weather and streams.
3rd Quarter	9 Mos.	Work on stream bed completed; work on bank improvement aspect of project begun. Work peculiar to spring weather conditions finished.
4th Quarter	12 Mos.	Rechecking original work and possible corrective action/modifications as needed. Bank improvements completed.

ATTACHMENT II - Scope of Services (Cont.)

- II. The Sub-Agent agrees to provide the following services to CETA participants:
  - A. Permit CETA participants a reasonable amount of time to participate in training or educational activities and further agree to not reduce the participant's wages in any way for worktime taken off for this purpose.
  - B. Permit CETA participants a reasonable amount of time to look for unsubsidized employment during normal working hours and further agree to not reduce the participant's wages in any way for worktime taken off for this purpose.
  - C. Make every reasonable effort to recruit and hire members of King County's target groups, and to make especial effort to recruit members of the groups listed below (if any):
  
- III. The Sub-Agent will comply, in a timely manner, with all KCPEP Administrative and Reporting procedures and policies. These include, but are not limited to, the following:
  - A. Complete termination documentation (i.e., KCPEP Participant Termination Notice A-76-16) and will ensure that this form is delivered to the Program Agent within five (5) days of the effective date of termination.
  - B. Will consider only applicants who have been certified as eligible for CETA participation by the Washington State Employment Service, Project Employment Central Intake Unit and who possess appropriate documentation of this certification. The Sub-Agent further agrees to complete and return referral documents of all applicants to the Central Intake Unit within three (3) working days of participant selection.
  - C. The Sub-Agent will submit to KCPEP no later than fifteen (15) working days following the end of each quarter of this agreement duration narrative and/or statistical documentation of the accomplishment of all project objectives during the preceding three-month period. The Sub-Agent will maintain documentation verifying reported accomplishments throughout the agreement period. Additional reports as requested by KCPEP will be furnished upon demand.
  
- IV. All recruitment, selection and hiring activities are to be completed no later than thirty (30) days from the date of the Sub-Agent's signature on this Agreement.