

RESOLUTION NO. R 2488

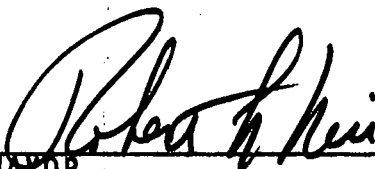
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN AGENCY SERVICE AGREEMENT WITH THE SEATTLE DEPARTMENT OF HUMAN RESOURCES (ACTING ON BEHALF OF THE AREA COUNCIL ON AGING) TO PROVIDE TRANSPORTATION ASSISTANCE TO THE FRAGILE, ISOLATED, LOWINCOME AND MINORITY ELDERLY 60 YEARS OF AGE AND OVER, WITHIN NORTH KING COUNTY INCLUDING KIRKLAND.

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

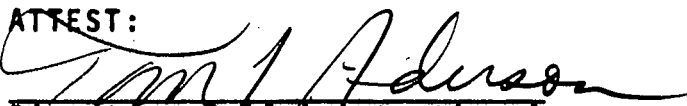
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain Agency Service Agreement between the Seattle Department of Human Resources, acting on behalf of the Area Council on Aging and the City of Kirkland, copy of which contract is attached to the original of this Resolution, and by this reference incorporated herein.

PASSED by the Kirkland City Council in regular meeting on the 19th day of December, 1977.

SIGNED IN AUTHENTICATION thereof on the 19th day of December, 1977.

  
MAYOR

ATTEST:

  
Director of Administration &  
Finance  
(ex officio City Clerk)

PROJECT BUDGET

Exhibit B

Kirkland Parks Senior Center - Transportation

The City's reimbursement of the Agency will be based on the provision of 1.800 one way passenger trips by means of group transportation to elderly persons who reside in the City of Kirkland and surrounding areas at average cost over the term of this agreement of \$4.33 per one way passenger trip with a maximum allowable variation of \* per cent.

Further, the Agency shall be required to document expenditures in accordance with the line item budget specified below:

<u>COST CODE</u>	<u>ITEM</u>	<u>CONTRACT GRANT FUNDS TITLE III</u>	<u>COUNTY BLOCK GRANT</u>	<u>TOTAL</u>
10	<u>PERSONNEL SERVICES</u>			
11	Salaries and Wages:			
	1 Driver @ \$400 /mo. x 6 mos.		\$ 2,400	
12	Personnel Benefits 12%		<u>288</u>	
10	TOTAL PERSONNEL SERVICES		\$ 2,688	\$ 2,688
30	<u>RENTAL</u>			
32	Equipment Rental (15 Passenger Mini-Bus)	<u>\$ 7,800</u>		
30	TOTAL RENTAL	\$ 7,800		\$ 7,800
	TOTAL PROJECT BUDGET	\$7,800	\$ 2,688	\$ 8,088

Computation of Unit Cost

\$7,800 TITLE III FUNDS

\$7,800 - 1,800 one way passenger trips = \$4.33 per one way passenger trip.

\* To be determined

Your  
Seattle  
Department of Human Resources



AGENCY SERVICE AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of July, 1977, by and between the City of Seattle, a Municipal Corporation, hereinafter referred to as the "CITY" and the City of Kirkland,

hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the City has received grant funds under Title III of the Older Americans Act, and

WHEREAS, the City desires to have certain services performed by the Agency as described in this Agreement and as authorized by Ordinance # 106020, and the Agency has the ability and resources to provide such services as set forth in the proposal submitted by the Agency;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

I. ACTIVITIES & STRUCTURE

SECTION 100: SCOPE OF SERVICES

(A) Beginning on the first day of the term of this Agreement the Agency shall perform the services hereinbelow described in the attached Exhibits "A" and carry out the project in a manner satisfactory to the City and as the same may be properly amended from time to time pursuant to the provisions of this Agreement.

1. A-1: Statement of Objectives
2. A-2: Program Performance Standards
3. A-3: Program Reporting Requirements

SECTION 101: TIME OF PERFORMANCE

The term of this agreement is July 1, 1977 through December 31, 1977, unless such term is properly amended pursuant to the provisions of this Agreement.

II. FINANCIAL CONDITIONS

SECTION 200: PROJECT BUDGET AND COMPENSATION

(A) The City shall reimburse the Agency its allowable costs for the services identified in this Agreement in an amount not to exceed Seven Thousand Eight Hundred Dollars and No Cents --- (\$ 7,800.00---), which is 100 per cent of the "Project Budget" identified below, and such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Agency application and approved by the City unless any or all of such costs are disallowed by the State of Washington or the United States.

(B) The Agency shall report a local share contribution, as set forth in the Operating Budget (Exhibit "B" attached), in either one of the following forms:

1. "In the amount of \$ -0-, or -0- per cent of the reimburseable amount of the 'Project Budget'; or
2. "In the total amount of \$ -0-, which represents -0- per cent of the 'Project Budget' identified below."

(C) The combination of "A" and "B" above shall constitute the "Project Budget"; which for this Agreement shall be Seven Thousand Eight Hundred Dollars and No Cents----- (\$ 7,800.00-----).

(D) The Budget for the Agency shall be composed of those detailed items contained in Exhibit "B" attached. Any sum shown for monitoring evaluation and audit shall be reserved for exclusive use by the City.

(E) In accordance with the specific requirements of Section 202, hereinbelow, the Agency will provide fiscal management, establish commensation of personnel, maintain payroll records, and provide payment of all personnel, including withholding of income taxes, payment of social security taxes, unemployment compensation (where applicable) and fringe benefits.

**SECTION 201: METHOD OF PAYMENT**

(A) The Agency shall submit a properly executed invoice and accompanying work statement no later than five working days after the end of each month together with all reporting data required. The City will initiate authorization for payment after receipt and approval of such correct invoice and work statements and will make payment directly to the Agency's bank account within 13 days thereafter. The Agency shall direct invoices to the City of Seattle, Department of Human Resources, 313-1/2 First Avenue South, Seattle, Washington, 98104, and signed by the officer or officers executing this contract on behalf of the Agency.

(B) The City shall be excused from payment if funds allocated by the City cease to be available for any cause other than misfeasance of the City itself.

**SECTION 202: DOCUMENTATION OF COSTS AND OTHER FINANCIAL AND REPORTING REQUIREMENTS**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, evidencing in proper detail the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible. The Agency shall also:

(A) Establish and maintain personnel and payroll records including the withholding of income taxes and other deductions, and payment of social security, unemployment compensation and other financial and workmen's compensation taxes, and any fringe benefits as may be due and other financial records as necessary to identify adequately the source and application of funds, the effectiveness of Agency expenditures, and the eligibility of expenditures under federal requirements.

(B) Maintain effective system of internal control over and accountability for all funds and property supplied and make sure the same are used solely for authorized purposes including the providing of fidelity bonds when requested by the United States or the City Comptroller.

(C) Keep a continuing record of all disbursements by date, check number, amount, vendor description of the items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line-item notations must be substantiated by a receipt, invoice marked "PAID", or payroll record.

(D) Unless waived in writing by the City, establish and maintain a separate checking account with a commercial bank that is a member of the Federal Deposit Insurance Corporation, deposit therein all funds, and direct the bank to authorize access to "The City of Seattle" to audit or examine the Agency's account.

(E) Maintain payroll and financial records for a period of three (3) years after receipt of final payment under this Agreement.

(F) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the United States and the State Auditor, and at any time during normal business hours and as often as necessary.

(G) Furnish periodic reports, statements and data as may be requested by the City, the United States, or the State on all matters covered by this Agreement.

(H) Notify the Director of Human Resources of any matters affecting the eligibility of the Agency to continue performance.

(I) Inform the Department of Human Resources about any funds allocated to the Agency that the Agency anticipates will not be expended during the contract period and permit reassignment of the same by the City to other agencies.

(J) Repay to the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or the United States.

(K) Report all project income generated under this contract.

(L) In the event that the United States or the State shall determine that any funds were expended by the Agency for unauthorized or ineligible purposes or constitute disallowed costs and order repayment of the same, the Agency shall within thirty (30) days remit the same to the City for repayment to the State or the United States.

Further, all financial records and fiscal control systems will be established and maintained in a manner to meet the approval of the City Comptroller, the State Auditor and the United States; records and reports submitted shall be satisfactory to meet the approval of the Director of Human Resources.

### III. GENERAL CONDITIONS

#### SECTION 300: DISCRIMINATION PROHIBITED

Affording Equal Employment Opportunity under Ordinance #101432, as now or hereafter amended, during the performance of this Agreement is mandatory and the Agency agrees as follows:

"The Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical or other motor handicap, unless based upon bona fide occupational qualification. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, color, sex, age, national origin, physical or other motor handicap. 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 Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

"The Agency will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department or his designee) upon his request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Agency in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance within this provision.

"If upon investigation the Director finds probable cause to believe that the contractor has failed to comply with any of the terms of the provision, the Agency and the contracting authority shall be so notified in writing. The contracting authority shall give the Agency an opportunity to be heard after 10 days notice. If the contracting authority concurs in the findings of the Director, it may suspend the Agreement and/or withhold any funds due or to become due to the Agency, pending compliance by the Agency with the terms of this provision.

"Failure to comply with any of the terms of this provision shall be a material breach of this contract."

#### SECTION 301: LIABILITY TO THIRD PARTIES

The Agency shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities

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of any nature, including costs and expenses, for and on account of injuries or damages sustained by any persons or property resulting in whole or in part from activities or omissions of the Agency, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit be filed, the Agency shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Agency shall satisfy and pay the same. The Agency is expected to be in compliance with all applicable State, Federal and City safety regulations.

SECTION 302: REPORTS & INFORMATION

(A) In addition to the requirements of Section 202, at such times and on such forms as may be required, the Agency shall furnish reports, statements, records, data and information as may be requested by the City, State, United States Government or other funding agency pertaining to matters covered by this Agreement.

(B) The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 303: CHANGES

Either party may request changes in the scope of services, performance or reporting standards to be performed or provided under this Agreement. Such changes, including changes in excess of five per cent in line items shall be incorporated by written amendments to this Agreement.

SECTION 304: QUALITY OF PERFORMANCE

(A) The Agency shall be responsible for the quality of services rendered and the suitability of the end product and/or service for the intended use. Its responsibilities hereunder shall not be reduced by recommendations or assistance received from the City which vary from the terms and conditions of this Agreement, unless reduced to writing, signed by the responsible City officer and made addenda to or amendments of this Agreement.

(B) The City shall judge the adequacy and efficiency of work performed, the sufficiency of records and the end product of services rendered. If during the course of the Agreement, the services rendered do not meet the desired results, the Agency will correct, modify, remodel and/or repeat the process. Failure to make the necessary corrections shall be a material breach of contract and cause for termination.

(C) All work shall be performed and services supplied in a manner to further Project purposes and goals, and in compliance with guidelines for performance set by the U. S. Government through the City, this Agreement, and general direction of the City.

SECTION 305: TITLE TO PROPERTY SUPPLIED AND WORKS CREATED

(A) Whenever Grant funds are used in whole or in part for the purchase or construction of property for use in the administration or operation of the program costing \$25.00 or more per item, such purchases become the property of the City of Seattle and/or the United States Government, and shall be considered to be on loan to the Agency from the City (the City acting as custodial agent for the U. S. Government on items purchased with Grant funds).

(B) Disposition of such equipment shall be at the option of the City and if requested by the City or United States Government, the Agency must return all such equipment purchased under this Agreement to the City's Purchasing Agent within 30 days from date of notification.

(C) If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

(D) Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the City for determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

(E) All finished or unfinished documents and material prepared by the Agency with funds provided by this Agreement shall, at the option of the City, remain the property of the City and shall be forwarded to the City at its request.

(F) Unless the City shall provide otherwise, the title of property used by the project and/or liability of such property is as follows:

1. Property loaned by private persons, State or Federal agencies or the City, shall be returned to the owner.
2. Property donated shall become the property of the Agency or person specified by the donor, otherwise property donated to the project shall become the property of the City.
3. The use of such property must be only for the purposes set forth in this Agreement and the Agency shall be responsible for the maintenance and return for such upon termination of this Agreement, unless otherwise agreed.
4. The Agency shall be financially liable for loss, damage or disappearance of any such property and is charged to report such to the City immediately. The Agency remains responsible for all such property until relieved of responsibility, in writing, by the City's Purchasing Agent.
5. The Agency will mark such property with City property tags and will furnish the City with copies of all property transaction documents (e.g. purchase requisitions, packing slips, invoices and custodial receipts), immediately upon completion of such a transaction, unless otherwise agreed.
6. The Agency will maintain inventory records and complete such inventory and purchase reports as the City may require, and will provide a completed inventory on the forms provided and attached to this Agreement. Cost reimbursement will be contingent on satisfactory completion of these procedures.

**SECTION 306: SUB-CONTRACTING - RESTRICTIONS ON TRANSFER; LIABILITY**

The Agency shall not assign any of its rights or obligations under this Agreement or subcontract the same, unless such assignment or subcontract shall be specifically approved in writing by the City and made an addendum to or amendment of this Agreement. Any such approved assignment or subcontract shall be subject to each provision of this Agreement and any competitive bidding procedures as required by the City, the State or the United States. In the event of any approved assignment or subcontract, the City shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Agreement.

**SECTION 307: FUTURE SUPPORT**

The City makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

**SECTION 308: RESERVATION OF RIGHTS**

Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's right or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

**SECTION 309: SEVERABILITY**

If any provisions of this Agreement other than those provided in Section III are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the contemplated project and the City.

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SECTION 310: TERMINATION

If the Agency should be adjudged as bankrupt or if the Agency should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply the services of this Agreement, or if it should fail to make prompt payment for its supplies, or persistently disregard laws or instructions of the City, or if for any reason the timely completion of such work is rendered improbable, impossible, not feasible or illegal, or if funds become no longer available for the program, or if the Agency be guilty of a substantial violation of any provisions of this Agreement, then the City may, without prejudice to any other right or remedy and after giving the Agency seven days written notice, terminate the employment of the Agency and withhold any further payments due the Agency under this Agreement.

SECTION 311: REPAYMENT

In the event that termination is due to misappropriation of funds or fiscal mismanagement, the Agency shall return to the City all funds which, at the time of termination, have been paid to the Agency by the City.

SECTION 312: ENTIRE AGREEMENT

This contract constitutes the entire and only Agreement between the parties signed and may be amended only by an instrument in writing by authorized signatures. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination.

IN WITNESS THEREOF, THE CITY AND THE AGENCY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN ON PAGE ONE HEREOF.

AGENCY

BY X s/ Allen B. Locke

ALLEN B. LOCKE  
NAME (Typed)

CITY MANAGER  
Title

12-21-77  
Date

Address

City, State, Zip Code

Phone Number

CITY OF SEATTLE

BY s/ Curtis M. Green, Jr.

Curtis M. Green, Jr.  
NAME (Typed)

Director, Dept. of Human Resources  
Title

Date

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STATEMENT OF OBJECTIVES

Exhibit A-1

Kirkland Parks Senior Center - Transportation

7/1/77 - 12/31/77

1. For the purposes stated below the City shall purchase 1,800 one way passenger trip by means of group transportation to elderly persons who reside in the City of Kirkland and surrounding areas  
at an average cost over the term of this agreement of \$4.33  
per one way passenger trip with a maximum allowable variation of \*  
per cent.
2. Transportation shall be provided to nutrition program sites, recreational activities, medical facilities and other activities located in North King County necessary to assist the fragile, isolated, low-income and minority elderly, 60 years of age and over, who are unable to use public transportation systems in order to maintain their independent living..
3. To maintain records which accurately reflect levels of service delivery.

\* To be determined

ASA# \_\_\_\_\_

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PERFORMANCE STANDARDS

Exhibit A-II

Performance Standards reflect planned levels of activity and individuals to be served throughout the contract period; they represent services to be provided with the resources granted in this contract. The planned activity establishes the basis for assessing the adequacy of actual performance in the program and for determining clearance of voucher payments. Significant variations from planned service delivery should be explained in the Activity Report Narrative Section with corrective action steps indicated.

<u>PERFORMANCE CRITERIA</u>	<u>PLAN: AVERAGE MONTHLY</u>	<u>PLAN: CUMULATIVE 7/1/77 - 12/31/77</u>
<b>KIRKLAND PARKS SENIOR CENTER - TRANSPORTATION</b>		
<b><u>SECTION A: Transportation</u></b>		
1. Number of passenger trips (one way)	<u>300</u>	<u>1,800</u>
2. Number of vehicle trips (one way)	<u>100</u>	<u>600</u>
3. Number of miles	<u>600</u>	<u>3,600</u>
<b><u>SECTION B: Unit Cost</u></b>		
1. Unit cost per passenger trip	<u>4.33</u>	<u>4.33</u>

REPORTING REQUIREMENTS

Exhibit A-III

1. An Activity Report and Narrative Report will be submitted by the 5th of the 3rd and 6th months of the contract period covering activity occurring during the period.
2. The Activity Report will contain data showing performance and cumulative program activity, July 1, 1977 to date. The actual performance items reflected in the report correspond to planned levels of activity enumerated in the Performance Standards (Exhibit A-II). In a few instances, additional data are collected, as appropriate, to convey a total picture of service delivery.
3. The Narrative Report will serve two purposes. The sub-contractor will explain differences between planned and actual service delivery, indicating problems encountered and corrective action steps undertaken. The Narrative will also contain a description of activities not readily expressed in numerical terms, but essential to a portrayal of total program operations.
4. Three copies of each report will be submitted to the City of Seattle, Department of Human Resources, 315 1/2 1st Avenue South, Seattle, Washington, 98104, Attention: Contract Monitor - Tim Cottrell.
5. Payment of vouchers will be contingent upon receipt of all required report forms.

ACTIVITY REPORT

Sub-Contractor: \_\_\_\_\_ ASA # \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Contract Period \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Person Completing Report: \_\_\_\_\_  
 Reporting Interval: From \_\_\_\_\_ To \_\_\_\_\_

PROGRAM ACTIVITY ITEMS	PERFORMANCE FOR REPORTING INTERVAL			CUM thru end of Prev.	PERFORMANCE FOR CUMULATIVE REPORT PERIOD		
	Actual to Date	Monthly Plan X3	% of Monthly Plan		Actual to Date	Total Plan	% of Total Plan
<b>A. Transportation</b>							
1. Number of passenger trips (one way)		900			1,800		
2. Number of new passengers		N/A	N/A		N/A	N/A	
3. Number of vehicle trips		300			600		
4. Number of miles		1,800			3,600		
<b>B. Unit Costs</b>							
1. Unit cost average per trip		\$4.33			\$4.33		
<b>C. Client Data</b>							
1. Number of new minority elderly receiving transportation services		N/A	N/A		N/A	N/A	
2. Number of new low-income elderly receiving transportation services		N/A	N/A		N/A	N/A	

Narrative Description of Program Activities (use this space to explain under-performance greater than 10%)

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PROJECT BUDGET

Exhibit B

Kirkland Parks Senior Center - Transportation

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12	Personnel Benefits 12%		<u>288</u>	
10	TOTAL PERSONNEL SERVICES		\$ 2,688	\$ 2,688
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32	Equipment Rental (15 Passenger Mini-Bus)	<u>\$ 7,800</u>		
30	TOTAL RENTAL	\$ 7,800		\$ 7,800
	TOTAL PROJECT BUDGET	\$7,800	\$ 2,688	\$ 8,088

Computation of Unit Cost

\$7,800 TITLE III FUNDS

\$7,800 - 1,800 one way passenger trips = \$4.33 per one way passenger trip.

\* To be determined