

RESOLUTION NO. R 2532

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT WITH THE CITY OF SEATTLE, DEPARTMENT OF HUMAN RESOURCES, ACTING ON BEHALF OF THE AREA COUNCIL ON AGING, FOR A GRANT OF \$5,393.00 FOR ACQUISITION OF CERTAIN FURNITURE AND EQUIPMENT TO BE USED IN THE KIRKLAND SENIOR CENTER, INCLUDING A PUBLIC ADDRESS SYSTEM.

WHEREAS, the City of Kirkland has heretofore applied for and received a grant from the Area Council on Aging under Title V of the Older Americans Act in the amount of \$5,393.00 for the acquisition of certain furniture and equipment to be placed in the new Kirkland Senior Citizens Center, such equipment to include a public address system, lunchroom tables and other items, and

WHEREAS, the contracting supervisory agency for the Area Council on Aging is the City of Seattle Department of Human Resources, which agency has tendered to the City of Kirkland its standard form agency service agreement for said grant,

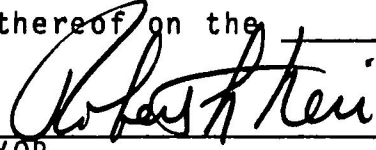
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

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 City of Seattle Department of Human Resources acting on behalf of the Area Council on Aging and the City of Kirkland for a grant of monies under Title V of the Older Americans Act in the amount of \$5,393.00 for acquisition of certain equipment and furniture for the new Kirkland Senior Citizens Center, including a public address system. A copy of said agreement is attached to the original of this Resolution, and by this reference incorporated herein.

Section 2. The City Manager is further authorized to sign any and all reports, statements, records and other information and documents as may be required in connection with said contract.

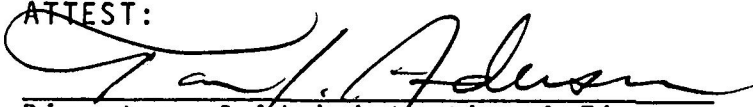
PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 5th day of June, 1978.

SIGNED IN AUTHENTICATION thereof on the _____ day of _____, 1978.



MAYOR

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

THIS AGREEMENT, entered into as of this 1st day of May, 1978, 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".

WHEREAS, the City has received grant funds from the Washington State Department of Social and Health Services, Office on Aging, under Title V 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 # 187000, 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.

- A-2: Program Performance Standards
- A-3: Program Reporting Requirements

(B) Unless the City directs otherwise, the Agency shall identify all services provided pursuant to this Agreement as services purchased by the City; advise its clients, project participants, and the public that the services provided by the Agency pursuant to this Agreement are part of or in furtherance of a City project or activity; and shall post a notice to that effect in a prominent place where services are provided.

SECTION 101: TIME OF PERFORMANCE

The term of this agreement is May 1, 1978 through September 30, 1978, unless such term is properly amended pursuant to the provisions of this Agreement.

II. FINANCIAL CONDITIONS

SECTION 200: BUDGET

(A) The City shall compensate the Agency for the costs of those services described in Section 100, above, and as detailed by line item as the Grant Budget shown in Exhibit "B" attached. The City shall reimburse the Agency its allowable costs for the services identified in an amount not to exceed Five thousand Three Hundred Ninety Three Dollars and No Cents--- (\$ 5,393.00---), 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 City, State of Washington or the United States.

(B) As required, the Agency shall report a local share contribution, and/or grant generated income, as set forth in Exhibit "B" in the amount of \$ 1,700.00---, or 33 per cent of the Grant Budget reimbursable under this Agreement.

(C) The amount shown as the Grant Budget ("A" above) is the maximum which will be reimbursed under this Agreement and may be adjusted downward by the City due to the collection of project generated revenue, client fees or the Agency not spending at a rate consistent with the "Project Spending Rate" if such be established and shown in Exhibit "B".

(D) Exhibit "B-1", the Consolidated Budget, showing all sources of funds applied to the project may be attached for reference.

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. The Agency shall direct invoices to the City of Seattle, Department of Human Resources, to the attention of the contract monitor, 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:

(ii) The City shall be excused from payment if funds allocated by the City cease to be available for any cause other than insolvency 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 Agency costs and consequential charges to the City. 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 and State requirements.

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

(C) 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.

(D) Maintain payroll and financial records for a period of three (3) years after receipt of final payment under this Agreement; provided, however, that any records and documents that are the subject of audit findings shall be retained for three (3) years or until such audit findings are resolved, whichever is later.

(E) 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.

(F) 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.

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

(H) 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.

(I) 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.

(J) Report all income generated from contract funded activities and deduct all generated income from reimbursement requests within the contract period.

(K) 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

(A) 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, or national origin, 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, 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 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 for s, 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."

(B) The Agency will comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 706 with regard to federal financial assistance administered by the Department of Health, Education and Welfare, providing that "no otherwise qualified handicapped individual shall solely by reason of his handicap, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

(C) The Agency agrees to the following excerpted from Ordinance #102562 as amended by Ordinance #103422, #104095 and Ordinance #105423:

"It is hereby declared to be the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap." Further, in the provision of services under this Agreement, the Agency shall not discriminate against individuals because of non-membership in any Agency sponsored organization.

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 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 sole cost and expense, and if judgment is rendered or settlement made requiring payment by the City, the Agency shall satisfy and pay the same. The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been contributed to, or may be alleged to have been contributed to in part by the negligence of the City, its officers, employees or agents; provided, however, that nothing contained in this Section shall be construed as requiring the Agency to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees or agents. 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 payment pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 303: CHANGES

(A) Either party may request changes in the scope of services, time of performance or budget stipulated under this Agreement. Any changes shall be requested in writing and incorporated by written amendment to this Agreement.

(B) Budget revisions that do not alter the Grant Budget, identified as the funds to be provided by the City under this Agreement, nor the unit cost as stipulated under Section 200 "A", need not be incorporated by written amendment.

(C) The City may, at any time, by written notification to the Agency, make changes within the general scope of the services to be performed under this contract.

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: NOTICE TO CITY REGARDING PERFORMANCE OR COST REDUCTION

The Agency shall immediately notify the City in writing whenever:

(A) Any matter affects the ability or eligibility of the Agency to continue performance; or

(B) It appears that the Agency's costs of providing the services described in Section 100 of this Agreement or the quantity of services that the Agency will be able to provide, has decreased so that ten percent (10%) or more of the total compensation to be paid hereunder may not be required by the Agency. In the event notice is given as provided in this subsection, the Agency agrees to an amendment of this Agreement reducing the total compensation and permitting the use of such funds by the City for other purposes.

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.

SECTION 310: TERMINATION

(A) Either party to this Agreement may terminate the whole or any part of this Agreement for any reason by providing written notice to the other party 30 days prior to the effective date of the termination.

(B) 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 misappropriated 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 WHEREOF, THE CITY AND THE AGENCY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN ON PAGE ONE HEREOF.

AGENCY: CITY OF KIRKLAND

BY Allen B. Locke

Allen B. Locke

NWME (Typed)

City Manager

Title

June 5, 1978

Date

210 Main Street

Address

Kirkland, Wa. 98033

City, State, Zip Code

822-9271

Phone Number

CITY OF SEATTLE

BY _____

Don T. Dudley

NWME (Typed)

Director, Human Resources

Title

Date

PROGRAM PERFORMANCE STANDARDS/REPORTING REQUIREMENTS

The Agency understands and will comply with all assurances required under the regulations issued for the Title V program (see attachment 1).

The purchase of the items listed in Exhibit B shall constitute the Performance Standards for the purposes of this Agreement.

Reporting Requirements will be fulfilled by the completion of a properly executed invoice.

- (6) The applicant shall assure that it will develop and implement an affirmative action plan in the area of employment, and the development and implementation of a plan designed to provide maximum opportunity for participation in the service programs operating out of the center by low-income and minority persons; and
- (7) The applicant shall assure that the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and D/HEW regulations (45 CFR, Part 84) and guidelines are met.
- (8) Applicant shall assure that there are no existing facilities in the community suitable for leasing as a multipurpose senior center;
- (9) The applicant shall assure that the facility will not be used, and is not intended to be used for sectarian instruction or as a place for religious worship;
- (10) The applicant shall assure that sufficient funds will be available to meet the non-Federal share of the cost of purchase of the facility;
- (11) The applicant shall assure that sufficient funds will be available when purchase is completed for effective use of the facility for the purpose for which it is purchased.

Criteria and Assurances Contained in Title V Regulations

Criteria:

- (1) The multipurpose senior center programs operated in any facility will be made part of the Comprehensive Program of the Area Agency on Aging, where such program exists;
- (2) The facility must comply, before the multipurpose senior center program is operated in the facility, with all applicable State and local health, fire, safety, zoning, and sanitation codes, with special regard to the provisions of the National Fire Protection Association 101 Life Safety Code;
- (3) The applicant must comply with the requirements of the Davis-Bacon Act and other mandatory Federal labor standards, including the completion of HEW Form-514 dealing with equal employment opportunity;
- (4) The applicant must comply with the requirements of -
 - (a) Uniform Relocation Act;
 - (b) Flood Protection Act;
 - (c) National Historic Preservation Act; and
 - (d) Executive Order on Flood Plains.

Assurances:

- (1) The applicant shall assure that the facility will conform with the Architectural Barriers Act;
- (2) The applicant shall assure that the facility will be used for the purposes for which it is acquired for not less than ten years after the date acquired;
- (3) Where structural changes will be undertaken in the course of altering or renovating a facility, the applicant shall assure compliance concerning all applicable local or State ordinances, laws or building codes. (In the absence of such codes, such structural changes must conform to Chapter 23 of the Uniform Building Code, or Article 7 of the Basic Building Code, or Chapter 12 of the Standard Building Code;
- (4) Applicant must assure that it will comply with all the provisions of 45 CFT Part 74;
- (5) The applicant shall assure that all activities shall conform to the Civil Rights Act of 1964 and to all applicable policies and procedures established related to such Act;

EXHIBIT B
OPERATING BUDGET

COST CODE	ITEM	TITLE V	LOCAL MATCH	CONSOLIDATED BUDGET
6000	CAPITAL OUTLAYS			
6400	Machinery and Equipment	5,393	1,760	7,153
	Public Address System	2933.24		
	Lunchroom Tables	2384.60		
	Two file cabinets	631.80		
	Safe	235.60		
	Director's Desk	243.24		
	Director's Chair	109.62		
	Physician's Scale	189.54		
	Pedicure Machine	52.60		
	Utility Table	131.63		
	First Aid Kit	52.65		
	Cot	72.65		
	Speaker Stand	115.83		
6000	TOTAL CAPITAL OUTLAY			
	TOTAL OPERATING BUDGET	5,393	1,760	7,153

PART V
ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines, and requirements including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also the Applicant assures and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2003d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-645) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

