

RESOLUTION NO. R - 2620

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 \$5,000.00 FOR ACQUISITION OF CERTAIN FURNITURE AND EQUIPMENT TO BE USED IN THE KIRKLAND SENIOR CENTER, INCLUDING A PUBLIC ADDRESS SYSTEM AND ALARM 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 \$5,000.00 for the acquisition of certain furniture and equipment to be placed in the new Kirkland Senior Center, such equipment to include a public address system, kitchen equipment, alarm system and other items.

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 \$5,000.00 for acquisition of certain equipment and furniture for the new Kirkland Senior 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.

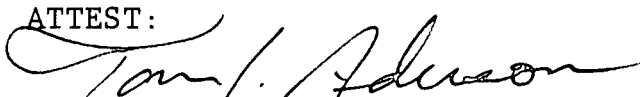
Section 2. The City Manager is further authorized to sign any and all reports, statements, records and other information and documents as may be required in connection with said contract.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 7th day of May, 1979.

SIGNED IN AUTHENTICATION thereof on the 7th day of May, 1979.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Director of Administration and Finance  
(ex officio City Clerk)

Your  
Seattle  
Department of Human Resources

Don T. Dudley, Director  
Charles Royer, Mayor



AGENCY SERVICE AGREEMENT

PROJECT NAME: Kirkland Senior  
Center Renovation & Equipment  
FUND SOURCES: Title V

ORDINANCE  
AUTHORIZATION: 107800

THIS AGREEMENT is made between The City of Seattle (called the "City") acting through its Director of Human Resources (called the "Director") and City of Kirkland,

(called the "Agency") to operate the Senior Center Renovation project (called the "Project".) It contemplates that the Agency will carry out the Project for and on behalf of the City, as an operating agency, with compensation measured on a cost reimbursement basis.

In consideration of the covenants in this Agreement, the parties agree as follows:

I. PROJECT AND SERVICES

SECTION 100. Scope of Services. The Agency shall, in a satisfactory and proper manner as determined by the Director, provide the following services for the Project: Renovate and equip the Kirkland Senior Center as described in the attached exhibits,

during the period April 1, 1979 through June 30, 1979 toward attaining the goals on Exhibit A-1 and in accordance with the performance standards contained in Exhibit A-2.

SECTION 110. Identification of Services. The Agency shall identify all services performed by the Agency pursuant to this Agreement as services provided for the City; advise recipients of the services and the public that the services are provided as part of or in furtherance of a City Project or activity; and post a notice to that effect in a prominent place where services are provided.

II. COMPENSATION: BUDGET: AND RECORDS

SECTION 200. Budget. The City shall compensate the Agency for satisfactorily performing the services identified in Section 100, Exhibits A to operate the Project on a cost-of-service basis derived from the Consolidated Budget shown on Exhibit B-1, containing all estimated income generated by the Agency as a result of performing the services purchased, including payments to be made by Project recipients; with City reimbursement made for those Agency expenditures that qualify as both "allowable costs" and "eligible costs" and as itemized in the Project Budget, Exhibit B; and subject to a maximum compensation for all services performed of Five Thousand Dollars and No Cents-- (\$5,000.00--). "Allowable costs" means those necessary and proper costs identified in the Agency application and approved by the City as subjects for expenditure of funds allocated to the Project, unless any or all of such costs are disallowed by the City or the governmental authority providing grant assistance to the City for the Project; "Eligible costs" are disbursements and charges that qualify under the United States Office of Management and Budget, Federal Management Circular FMC 74-4 (41 CFR 1-15.701 et seq.), entitled "Cost Principles applicable to grants and contracts with State and local governments", as expenses that may be reimbursed using funds

derived from the United States (summary attached).

SECTION 210. Payment. The City shall schedule payments over the term of the Agreement in accordance with the Project Budget, Exhibit B. To secure payment, the Agency shall submit invoices and accompanying performance reports as required under Exhibit A-3, by the fifth working day of the month to: The City of Seattle, Department of Human Resources, to the attention of the Project Monitor, 400 Yesler Building, 400 Yesler Way, Seattle, Washington 98104. Invoices and work statements shall bear the Agency's name and address and the project number. Invoices must be signed by an authorized representative of the Agency, who shall verify that the services purchased have been performed. Payments will be made directly to an account maintained by the Agency with a commercial bank that is a member of the Federal Deposit Insurance Corporation.

SECTION 220. Re-Assignment; Repayment of Funds. The Agency shall inform the Director about any funds allocated to the Agency that it anticipates will not be expended during the contract period and permit the City to re-assign the same; and it shall inform and promptly pay to the City any funds in its possession that may be due to the City. The Agency shall repay to the City any sums received, which the Agency expended for ineligible purposes or the United States disallows and directs repayment.

Funds allocated under this Agreement may be reprogrammed due to a rate of expenditure inconsistent with the Project Spending Rate if such be established in the Budget.

SECTION 230. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery, invoice marked paid, or other official documentation, evidencing in proper detail the nature and propriety of the Agency costs and consequential charges to the City. All disbursements by the Agency relating to the services to be provided under this Agreement shall be sequentially recorded in the Agency's accounting records by date, check or instrument number, amount, vendor description of the items or services procured and budget item related to the disbursement. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided, that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

SECTION 240. Record and Fiscal Control System. The Agency shall maintain its financial records and fiscal control systems in a manner to meet the approval of the City Comptroller, the Washington State Auditor and the United States. It shall maintain personnel and payroll records to identify adequately the source and application of funds, the effectiveness of Agency expenditures, and the eligibility of expenditures under Federal and State requirements, withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due and, unless exempt, procure and maintain a City of Seattle Business license. The Agency shall maintain an effective system of internal control to assure that funds are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities. All funds relating to the project shall be deposited in an account with a commercial bank and all disbursement made by check or other document drawn on the account.

SECTION 250. Access to Records; Audits. The City and its designated agents and the United States shall have access at any time during normal business hours and as often as necessary to any bank account and Agency books, records, documents, accounts, files, reports and other property and papers of the Agency relating to the services to be provided under this Agreement for the purpose of making audits, surveys, examinations, excerpts, and transcripts. Any Agency with an annual budget in excess of Fifty Thousand Dollars (\$50,000), shall prepare an annual financial statement approved by an independent certified public accountant and submit a copy to the City within six months after the close of its fiscal year.

SECTION 260. Title to Property Acquired. Property acquired with funds received from the City pursuant to this Agreement (called "Grant funds") and which cost One Hundred Dollars or more per item and have a useful life of one year or more, shall become the property of the City and/or the United States and considered to be on loan to the Agency.

The Agency shall use such property only for Project purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage or disappearance. The Agency shall mark each item of property with City property tags upon acquisition; complete inventory cards in duplicate for each purchase -- one for the Agency and one to be forwarded within five days to the Department of Human Resources, Fiscal Unit --; maintain a ledger entitled "Equipment, Furniture and Fixtures" showing expenditures for equipment and such other inventory records as may be required by the City; and make a physical inventory of property purchased with Project funds at least once per year and reconcile the results with the property records. Any loss, damage or disappearance of property acquired with Project funds shall be reported to the City immediately.

All finished or unfinished documents and materials prepared by the Agency with Project funds shall, at the option of the City upon completion of the Project, be considered the property of the City and forwarded to the City at its request.

SECTION 270. Reports and Information. The Agency shall furnish periodic reports in the manner contemplated by Exhibit A-3 and such other statements and data relating to the services provided with Project funds as may be requested by the Director, including assessments of the effectiveness of the services provided in meeting the goals and objectives contained in Exhibit A-1. The City may withhold payment pending timely delivery of such reports and information.

SECTION 280. Notice Affecting Performance. The Agency shall notify the Director of any matters affecting the eligibility of the Agency to continue performance of this Agreement.

### III. MANNER OF PERFORMANCE

SECTION 300. Quality of Performance. The Agency shall be responsible for the quality of services provided and the suitability of the service for the apparent needs. Its responsibilities shall not be reduced by recommendations or assistance received from the City which vary from the terms and conditions of this Agreement, unless made an amendment to this Agreement.

The City shall judge the adequacy and efficiency of the services provided, the sufficiency of records, and the results produced. If during the course of the Agreement, the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to make the necessary corrections shall be a material breach of this Agreement and cause for termination.

All services should be provided in a manner consistent with any applicable guidelines and regulations adopted by the United States; or the City through this agreement, and with general directions of City officials in charge of such project. The Agency will comply with all applicable Federal, State and local safety regulations.

SECTION 310. Non-Discrimination/Equality of Opportunity. The Agency shall comply with the following non-discrimination and equal opportunity provisions mandated by federal law or City ordinance:

(A) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. S. 794, Executive Order No. 11914 of the President of the United States, and implementing regulations of the Secretary of Health, Education and Welfare. Section 504 provides in part as follows: "No otherwise qualified handicapped individual in the United States .... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

(B) Ordinance No. 101432, as now or hereafter amended. The following provision is mandatory:

"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 City 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 the Department of Human Rights (or designee) upon request and on such form as may be provided by the Director therefore, a report of the affirmative action taken by the Agency in implementing the terms of this provision, and will permit access to its 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 Agency has failed to comply with any of the terms of the provision, the Agency and the City's Contracting Authority shall be so notified in writing. The City's Contracting Authority shall give the Agency an opportunity to be heard after 10 days notice. If the City's 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."

(C) Ordinance No. 102562, as last amended by Ordinances 105423, 102562 establishes a City policy of assuring 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 sensory, mental or physical handicap."

SECTION 320. Prohibited Interlinkings. No person shall, as a condition to receiving the services provided with Project Funds be required to pay any fees other than those contemplated by the Consolidated Budget, Exhibit B-1, secure a membership in the Agency or an affiliated organization, or be solicited to attend a religious service or subjected to religious instruction; nor shall any person be subjected to discrimination on account of a failure to make extra payments or to participate in such Agency activities.

SECTION 330. Status of Agency Employees. No employees, agents, or volunteers retained by the Agency shall be deemed, or represent themselves to be, employees of the City or the grantor funding this program on account of the services performed.

SECTION 340. Grievances by Participants. The Agency will establish a system through which applicants for and recipients of services under this Agreement may present grievances about the activities of the Agency or any of the Agency's subcontractors. The system shall provide applicants and recipients with an informal hearing before representatives of the Agency, and if the applicant or recipient be dissatisfied with the action of the informal hearing, a formal hearing with procedures comparable to the "fair hearing" procedures established in the Washington Administrative Code, Chapter 388-08, and the Administrative Procedure Act (RCW Chapter 34.04) for contested cases.

#### IV. GENERAL CONDITIONS

##### SECTION 400. Liability to Third Parties.

(A) Indemnity: 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 in the event that any such suit or action is brought against the City, the Agency shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and if final judgment be adverse to the City, or the City and the Agency jointly, the Agency shall promptly 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 subsection 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.

(B) Insurance: The Agency shall procure and maintain at all times a policy of public liability insurance naming the City as an insured, protecting and holding the City harmless from any and all damages which may arise in connection with the services to be provided hereunder, whether or not such damages are alleged to arise or result from acts or omissions which are the sole negligence of the City, its officers, employees and/or agents or the combined negligence of the City and others, in at least the principal amount of liability of amounts not less than: \$100,000 each person, personal injury; \$300,000 each occurrence, personal injury; \$100,000 each occurrence, property damage liability; or a combined single limit of \$300,000 each occurrence, personal injury and/or property damage liability. Such insurance shall include the City of Seattle as an additional insured and shall not be reduced or cancelled without 30 days written prior notice to the City. Upon written request of the City, the Agency shall provide a certificate of insurance, or, a duplicate of the policy as evidence of the insurance protection afforded.

SECTION 410. Safeguarding of Client Information. The use or disclosure by any party of any identifying information concerning a recipient or client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the recipient or client, his or her attorney, or responsible parent or guardian.

##### SECTION 420. Copyrights and Patents.

(A) 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 materials which can be copyrighted.

(B) Any discovery or invention arising out of or developed in the course of work pursuant to 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. (If Project funds are derived from the United States, federal agency regulations relating to inventions, and materials generated under this Agreement apply.)

SECTION 430. Changes. Changes between Major Budget categories of the Grant Budget of less than ten percent (10%) of the lesser Major Budget category need not be incorporated by written amendment. Changes within the Consolidated

Budget may be made without written amendment, however, the City must be informed in writing of any such changes. No other alteration or variation of the terms of, or departure from or change authorized in the performance contemplated by this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

SECTION 440. Restrictions Upon Transfer. The Agency shall not assign any of its rights or obligations under this Agreement or subcontract the same, unless the Agency's intent to issue such assignment or subcontract was included in the Agency's application or plan to provide services or specifically approved in writing by the City. Any such approved assignment or subcontract shall be subject to each provision of this Agreement and any procurement procedures required by the City, the State of Washington 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 450. Termination and Suspension. Either party to this Agreement may terminate this Agreement for any reason by providing written notice to the other party thirty (30) days prior to the effective date of termination. The City may terminate this Agreement upon seven (7) days notice in the event: (1) the Agency fails to provide services called for by this Agreement within the time specified herein, or (2) for any reason the timely completion of such work is rendered improbable, impossible, not feasible, or illegal. In the event that, for any reason, federal, state or local funds allocated to the City for this project are or become no longer available to the City for the purpose of conducting the project or compensating the agency, the City may suspend, without recourse, the Agency's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the Agency, specifying the effective period of such suspension.

SECTION 460. 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 470. Reservation of Rights. Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's rights 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 480. Severability. If any provisions of this Agreement other than those provided in Sections 300 through 400, inclusive, 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.

#### V. SPECIAL CONDITIONS

##### SECTION 500.

The Agency will report matching funds in the amount of \$1,666.

This Agreement consists of 26 sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A-1
- Exhibit A-2
- Exhibit A-3
- Exhibit B
- Exhibit B-1

AGENCY

THE CITY OF SEATTLE

y  
Allen B. Locke

NAME (Typed)

City Manager, Kirkland

Title

By

Don T. Dudley

NAME (Typed)

Director, Human Resources

Title

Date

Date

210 Main Street

Address

Kirkland, Wa. 98033

City, State, Zip Code

Phone Number



EXHIBIT A-1  
STATEMENT OF GOALS

1. In order to provide appropriate furnishings and equipment to afford maximum utilization of the senior citizen center, the City will reimburse the Agency for the following items exclusively for use in the Kirkland Senior Center:

## EXHIBIT B

OPERATING BUDGET  
4/1/79 - 6/30/79

CONSOLIDATED BUDGET (EXHIBIT B-1)

GRANT BUDGET  
(EXHIBIT B)

COST CODE	ITEM	TITLE V**	MATCH*	TOTAL
	SUPPLIES			
52200	Operating Supplies	\$1,027	\$ 853	\$1,880
	24 doz Food Trays \$ 575			
	Condiment Dispenser 31			
	Trash Cans 76			
	Step Stool 16			
	4 Shop Stools 140			
	Cutting Boards 7			
	2-Shelf Cart 96			
	Can Opener 21			
	Dish Pan 19			
	Display Easel 46			
	<u>\$1,027</u>			
	TOTAL SUPPLIES	\$1,027	\$ 853	\$1,880
	OTHER SERVICES			
53190	Other Professional Services	2,041		2,041
	Alarm System			
	TOTAL OTHER	\$2,041	-0-	\$2,041
	CAPITAL OUTLAYS			
56400	Machines Equipment	1,932	813	2,745
	P.A. System			
	TOTAL CAPITAL	\$1,932	\$ 813	\$2,745
	TOTAL BUDGET	\$5,000	\$1,666	\$6,666

\* Matching Fund Source/Private Donations

\*\* State Billing Code #51, Multipurpose Senior Centers

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EXHIBIT A-II,III

-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 for the services and equipment described.

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ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HEW regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to §84.5(a) of the regulation 45 C.F.R. 84.5(a), the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health, Education, and Welfare after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health, Education, and Welfare or, where the assistance is in the form of real or personal property, for the period provided for in §84.5(b) of the regulation 45 C.F.R. 84.5(b).

The recipient: (check "a" or "b")

- a. ( ) employs fewer than fifteen persons:
- b. ( ) employs fifteen or more persons and, pursuant to §84.7(a) of the regulation 45 C.F.R. 84.7(a), has designated the following person(s) to coordinate its efforts to comply with the HEW regulation:

\_\_\_\_\_  
Name of Designee(s) -- Type or Print

\_\_\_\_\_  
Name of Recipient -- Type or Print

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature and Title of Authorized Official

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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 CFR 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;
- (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.

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