

**INTERLOCAL AGREEMENT**  
**For**  
**SENIOR SERVICES**  
**Between**  
**THE CITIES OF DES MOINES & NORMANDY PARK**

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the Cities of Des Moines ("Des Moines"), and Normandy Park ("Normandy Park"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

**RECITALS**

**WHEREAS:**

A. Des Moines and Normandy Park, through their respective city councils, have declared their intent to create a relationship whereby Normandy Park contracts for senior services from Des Moines.

B. Normandy Park and Des Moines recognize that the cost savings from shared senior services greatly outweigh the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with senior services programs.

**NOW, THEREFORE**, Des Moines agrees to provide and Normandy Park agrees to pay for senior services for the benefit of the residents of Normandy Park who are fifty years of age and older on the following terms and conditions:

**I. TERM of AGREEMENT and RENEWAL**

- 1.1 Term.** This Agreement shall be valid for a period of two (2) years, commencing on January 1, 2013 and ending on December 31, 2014.
- 1.2 Renewal.** This Agreement may be renewed only by written agreement of all of the Parties.

**II. DUTIES OF THE PARTIES**

- 2.1 Duties of Des Moines.** Des Moines shall perform the following duties:

a) Welcome Normandy Park seniors to participate in all senior services programs that are offered by the Des Moines Parks, Recreation & Senior Services Department, including classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participation, pet food assistance, arts and crafts, living well workshops, quarterly

newsletters, counseling, caregiver and diabetic support, information and referral, transportation, special interest hobby groups, recreational activities, games and cards, sports, and volunteer recruitment and management;

b) Provide all necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner;

c) Collect all fees for programs and services where a cost is involved;

d) Promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park, and the local newspapers; and

e) Provide Normandy Park with all current senior programs and services information for marketing purposes on a quarterly basis.

**2.2 Duties of Normandy Park.** Normandy Park shall perform the following duties:

a). Provide classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested;

b). Include senior programs and services information in the quarterly Normandy Park "*City Scene*" as space is available;

c). Include senior program and services information on the City of Normandy Park web page;

d). Promote senior programs and services through resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events;

e). Refer Normandy Park residents to Des Moines Senior Services as needed or requested for information, resources and assistance;

**III. COST OF SENIOR SERVICES & PAYMENT**

**3.1 Cost Basis.** Normandy Park shall pay Des Moines for providing senior services based on: i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for the previous year; and ii) the net budgeted cost for Des Moines senior services programs and services for the current year (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by senior services staff by tracking and comparing the number of Normandy Park participants

against all senior services participants. The cost to Normandy Park will be the percentage of Normandy Park participants' times the net budgeted cost for Des Moines senior services programs and services for the current year.

- 3.2 Cost for 2013.** Senior services staff has determined that the percentage of the senior services participants in 2012 who are Normandy Park residents is 9% and the net budgeted cost for Des Moines senior programs and services for 2013 is \$256,022.00. Therefore, the annual cost to Normandy Park for the first calendar year term of this agreement (2013 calendar year) will be \$23,042.00 ( $\$256,022 \times 9\% = \$23,042$ ).
- 3.3 Cost for 2014.** The annual cost to Normandy Park for the second calendar year term of this agreement will be calculated using the formula described in Section 3.1 of this Agreement.
- 3.4 Quarterly Reporting and Payment to Des Moines.** For the first year of this Agreement, Des Moines shall provide to Normandy Park a quarterly invoice in the amount of \$5,760.50 ( $\$23,042.00 \div 4$ ) no later than fifteen business days after the end of the calendar quarter. For the following year, Des Moines shall provide a quarterly invoice in an amount to be calculated according to Sections 3.1 and 3.3 of this Agreement. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

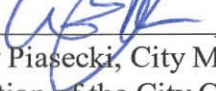
#### **IV. MISCELLANEOUS PROVISIONS**

- 4.1 Effective Date.** This Agreement shall be effective upon ratification by resolution of the governing body and execution by the Chief Executive Officer of each of the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.6 Counterparts.** This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.


**EXECUTED and APPROVED** by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

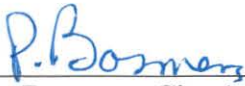
By   
Anthony Piasecki, City Manager  
By direction of the City Council

Taken 1/24/13


Attest:

  
City Clerk

Approved as to Form:


  
Pat Bosmans, City Attorney

CITY OF NORMANDY PARK

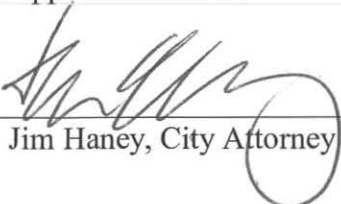
By   
Cherie Gibson, Interim City Manager  
By direction of the City Council

Taken 12-11-12

Attest:

  
City Clerk

Approved as to Form:

  
Jim Haney, City Attorney