

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Anacortes

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Program, within the Skagit County Public Health Department**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:**

1. City Responsibilities:

- a. The City will oversee and provide comprehensive programming and operational support to the Anacortes Senior Activity Center for all Senior Center programs and activities, other than those provided by the County as part of the nutrition program described in Paragraph 2 below. The City will assume responsibility for all necessary acts to provide senior programming, including staff development, volunteer recruitment, administrative and professional support, safety management, budget oversight, and any other necessary activities.
- b. The City will provide the following general services:
 - i. Daily operation of Senior Activity Center Monday through Friday from 8am to 4pm except for holidays and during inclement weather.
 - ii. Provide a variety of healthy lifestyle and educational programs, along with other activities of interest to older adults.
 - iii. Prepare and distribute a monthly schedule of center programs and activities, including a menu.
 - iv. Provide table set up and decorations for holiday meals.
 - v. Provide all tableware, coffee pots, coffee supplies, and coffee service.
 - vi. Provide coffee service during ASAC operating hours.
 - vii. Provide mutually agreeable reasonable support to County fundraising efforts to fund the meals on wheels programs including:
 1. Ensure local outreach and advertisement to support annual March for Meals fundraising campaign, including mailings,

- flyers, promotional ads etc.
 - 2. Support annual events as identified by County Nutrition Program such as Giving Tree, through efforts such as collection of donations, storing of gifts, and organizing volunteers to wrap gifts.
 - 3. Promote and participate in County-identified Meals on Wheels and senior nutrition fundraising events.
 - viii. Provide onsite office space and phone line access for Nutrition Program staff. Ensure access to kitchen phone line.
 - ix. Provide internet access and connection for Nutrition Program staff.
 - x. Provide internet access to County network if fiber optic network is installed in the ASAC by the City.
 - xi. Continue to provide janitorial services for kitchen and dining.
 - xii. Support and assist County's volunteer recruitment efforts to maintain necessary volunteers for the County's nutrition programming.
2. County Responsibilities: The County will oversee and operate the nutrition program at the Anacortes Senior Activity Center, including the components described below. The County will assume responsibility for all necessary acts to provide nutrition programming, including staff development, volunteer recruitment, fundraising activities in conjunction with City support, administrative and professional support, budget oversight any other necessary activities.
- a. Congregate meals: The County will provide hot, nutritionally balanced noon-time meals served at the Anacortes Senior Activity Center Monday through Friday except for regularly scheduled County holidays or other closures resulting from business need.
 - b. Home delivered meals: The County will provide home-delivered meals to eligible Meals on Wheels Program clients. The County will conduct all initial home visits to assess clients' needs and conduct any necessary periodic assessments or reevaluations.
 - c. Liquid supplements: The County will make liquid food supplements available to all seniors with special nutritional needs during regular Nutrition Program hours.
 - d. Volunteers: The County will recruit, train, supervise and schedule volunteers for the following duties:
 - i. Deliver hot and frozen meals;
 - ii. Assist in the kitchen to package hot meals;
 - iii. Receive client donations;
 - iv. Serve congregate meals;
 - v. Greet and sign in congregate meal guest;
 - vi. Dish up and portion out meal components; and
 - vii. Wash dishes.
3. **TERM OF AGREEMENT**: The term of this Agreement shall be from January 1, 2023 through December 31, 2023.
4. **MANNER OF FINANCING**:
- a. **County Payments**
 - i. **Amount**: The County will pay the City an amount of \$104,805 for 2023.
 - ii. One-fourth of the amount described in paragraph (a) above will be due at the end of each calendar quarter. Payment will be made after submission of an

invoice from City and completion of payment processing by the County. The full amount owed may be paid at any lime by the County.

- b. City Payment: The City will pay the County an amount of \$39,750 for 2023.
- c. Historical Fundraising Contribution: The City will partner with the County to support and facilitate fundraising efforts of the March for Meals campaign.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Senior Program Manager.

5.2 City's representative shall be the Mayor.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS:

- 1. Operation

- a. City Operations: The City will be responsible for all necessary operational expenses associated with providing direct senior services as outlined in this Agreement. The City will maintain the Premises and be responsible for all costs associated with facility maintenance, utilities, repairs, and custodial services. Repairs to kitchen equipment critical for meal production shall be made as soon as possible to minimize interruption to meal service programs. The City has full discretion to authorize use of the Premises in any way it deems necessary; provided, however, that the City may not authorize use of the Premises in any way that interferes with the County's provision of nutritional programming.
- b. Kitchen: The City will be responsible for maintenance and repairs of all kitchen equipment, including but not limited to large appliances, small appliances, serve ware, and any other equipment regularly used in the provision of nutritional services. The parties hereby acknowledge that the City may use all kitchen facilities and equipment for the provision of programming that supports Anacortes Senior Activity Center activities, including holiday celebrations, fundraising events, and special activities, at any time the kitchen facilities and equipment are not in use for the provision of nutrition programming, or as mutually agreed upon by the Parties provided that the City will ensure a monitor is onsite at any time the kitchen is used during non-Nutrition Program hours.
- c. County Property:
 - i. The County may leave equipment, materials, and food at the Anacortes Senior Activity Center in a mutually agreed upon location to facilitate County nutrition programming.
 - ii. The County may keep its freezer used to store home delivery meals at the Premises. The County is solely responsible for all maintenance, repairs, and cleaning associated with the freezer. The parties hereby acknowledge that the City has no access to the freezer and will not take any action to move, adjust or access the freezer without the prior permission of the County; provided, however, that, if the freezer interferes in any way with the City's use of the Premises, the City may, after consultation with County, take any reasonable actions necessary to remediate said interference.
- d. No Joint Property: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

City of Anacortes:

Matt Miller, Mayor

Date _____

 Matt Miller
Print Name of Signatory

Mailing Address:
904 6th Street
Anacortes, WA 98221

DATED this _____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Ron Wesen, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director