

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorization for the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the City of Lake Forest Park Relating to Annex Teen Program
DEPARTMENT: Parks, Recreation and Cultural Services
PRESENTED BY: Wendy Barry, Director

PROBLEM/ISSUE STATEMENT:

The 2002 Recreation Work Plan anticipated that the City would operate the Annex Late Night Program in conjunction with the City of Lake Forest Park. The agreement with Lake Forest Park allows for Shoreline's Parks, Recreation and Cultural Services Department to receive funding from Lake Forest Park to defray costs of providing a teen drop in program at the Aldercrest Annex site that serves residents of both communities.

FINANCIAL IMPACT:

The budget for this program was submitted and approved during the approval process for the 2002 budget. The City of Shoreline will be reimbursed for 31% of direct costs to provide this program.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute an interlocal agreement between the City of Shoreline and the City of Lake Forest Park relating to the Annex Teen Program.

Approved By:

City Manager 

City Attorney 

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INTRODUCTION

Attached is an interlocal agreement between the City of Shoreline and the City of Lake Forest Park relating to the Annex Teen Program. This program provides late-night drop in programming at the Aldercrest Annex site. This is the third year that the two cities have collaborated to support this program. It is the first year that the City of Shoreline has operated the program.

Teen programs are a core service of the Shoreline Parks, Recreation and Cultural Services Department (PRCS) as well as the City of Lake Forest Park's Recreation Program. There is economy of scale in the City of Shoreline operating the program as an element of its Teen Services Division of the PRCS.

BACKGROUND

Teen Programs represent one of the longest running areas of service for the City. Operation of the REC being one of the earliest programs undertaken by the City following incorporation. In the intervening years the program has grown in response to community need, annexations, and the City's Youth Services Policy adopted in 2000.

The City of Shoreline Parks Recreation and Cultural Services (PRCS) Department now operates late night programs at the REC and the Annex. The PRCS also offers after-school activities for teens at Kellogg Middle School, Einstein Middle School, Shorecrest High School, and the REC. The two cities each provide funding for the Club Kellogg after-school program at Kellogg Middle School. Prior to the A-2 Annexation, Lake Forest Park funded the operation of a late night program at the Aldercrest Annex. Following the annexation, the two cities jointly funded this program under a contract with a non-profit. In 2002 the City of Shoreline and Lake Forest Park determined it was more cost effective and provided better program coordination for the City of Shoreline to operate the program in-house.

All of these after-school and late night programs operate in support of three primary objectives set out in the Youth Services Policy and the City's Human Services Desired Outcomes:

- Increase time youth spend with positive role models and caring adults
- Provide opportunities for safe structured use of out of school time
- Reduce delinquency, crime and violence

The Annex operates each Friday and Saturday night from 8 P.M. to Midnight through out the year. Attendance ranges from 40 to 70 per night and averages 55. Attendance rises to slightly over 100 on nights when there is a special event. Roughly one-third of the participants indicate they reside in Lake Forest Park.

The 2002 budget for direct costs associated with the Annex is set at \$42,612. Discussions with Lake Forest Park staff have resulted in an equitable agreement that Lake Forest Park will compensate the City of Shoreline for 31% of these costs. This

figure is based on both the residence of participants and on the two cities' pattern of cost sharing over the past three years.

SUMMARY

Staff requests that Council authorize the City Manager to execute an interlocal agreement between the City of Shoreline and the City of Lake Forest Park related to teen programming at the Annex. The City of Shoreline will plan, administer and promote the activities at the Annex. The City of Lake Forest Park will compensate City of Shoreline for 31% of direct costs.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an interlocal agreement between the City of Shoreline and the City of Lake Forest Park relating to the Annex Late Night Program.

ATTACHMENTS

Attachment A: Interlocal Agreement, Shoreline/Lake Forest Park Annex Late Night Program

INTERLOCAL AGREEMENT
Shoreline/Lake Forest Park Annex Late Night Program

THIS IS AN AGREEMENT between the City of Shoreline ("Shoreline"), and the City of Lake Forest Park ("Lake Forest Park"), municipal corporations of the State of Washington.

WHEREAS, the governing bodies of each party are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the promotion of the community's health by providing adequate programs of public recreation pursuant to R.C.W Chapter 39.34 (Interlocal Cooperation Act);

WHEREAS, the City of Lake Forest Park desires to make this late night program available to it's residents; and

WHEREAS, Shoreline has the staffing and expertise available to organize, administer and promote a late night teen program at the Aldercrest Annex; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the two cities is necessary; now therefore Shoreline and Lake Forest Park agree as follows:

1. Shoreline's Obligations

1.1 The City of Shoreline will operate the Annex Teen Program on Friday and Saturday nights for a minimum of 70 evenings between January 1, 2002 and December 31, 2002. The Program may be closed for holidays or in other instances at the City of Shoreline's discretion.

2. Supervision and Personnel

2.1. The parties to this Agreement agree that Shoreline is acting as an independent contractor and controls all program personnel, including standards of performance and discipline. Such personnel shall be referred back to Shoreline for standards of performance and discipline.

2.2. All persons rendering recreational services under this Agreement shall be for all purposes employees of Shoreline or independent contractors retained by Shoreline to provide instruction or program activities.

3. Compensation

3.1 Lake Forest Park will compensate the Shoreline \$13,300 which represents 31% of the budgeted expenses for the program in 2002.

4. Indemnification.

4.1 Shoreline shall indemnify and hold harmless Lake Forest Park and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Shoreline, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Lake Forest Park or Lake Forest Park and Shoreline, Shoreline shall defend the same at its sole cost and expense; and if final judgment be rendered against Lake Forest Park and its officers, agents, and employees or jointly against Lake Forest Park and Shoreline and their respective officers, agents, and employees Shoreline shall satisfy the same.

4.2 Lake Forest Park shall indemnify and hold harmless Shoreline and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Lake Forest Park, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Shoreline or Lake Forest Park and Shoreline, Lake Forest Park shall defend the same at its sole cost and expense; and if final judgment be rendered against Shoreline, and its officers, agents, and employees or jointly against Shoreline and Lake Forest Park and their respective officers, agents, and employees Lake Forest Park shall satisfy the same.

5. Duration

5.1. This agreement is effective upon authorization and signature by both parties. The contract shall continue through 12/31/2002 unless terminated under section 6.

6. Termination Process

6.1. Either party may initiate a process to terminate this agreement by providing sixty (60) days written notice to the other party. Any expenses incurred by Shoreline prior to termination shall be reimbursed.

7. General Provisions

7.1. This Agreement may be amended by mutual written agreement of the parties.

7.2 No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

7.3 This Agreement shall be administered by the Shoreline Parks Director or her designee and by a designee of Lake Forest Park. Each party shall notify the other of its designee, and at any time thereafter of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

City of Shoreline

City of Lake Forest Park

By:
Steven C. Burkett
City Manager

By:
Dave Hutchinson
Mayor

Approved as to form:

Approved as to form:

Ian R. Sievers, City Attorney

City Attorney

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