

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 Programs.
DEPARTMENT: Parks, Recreation & Cultural Services
PRESENTED BY: Lynn M. Devoir, Recreation Superintendent

PROBLEM/ISSUE STATEMENT:

In 2004, the City executed an Interlocal Agreement between the City of Shoreline and the City of Lake Forest Park to operate the Annex Late Night Program in conjunction with the City of Lake Forest Park. This repeats the agreement that was signed in 2004. The only variation of the agreement is that the City received \$13,000 in 2004 and in 2005 this is reduced to \$10,000. The program will reconvene on March 25, 2005. This agreement with Lake Forest Park calls for the Shoreline Parks, Recreation and Cultural services Department to operate the program and to receive funding from Lake Forest Park to defray the costs of providing a teen drop in program at the Aldercrest Annex site that serves residents from both communities. State rules require that the cities enter into an Interlocal Agreement to formalize this agreement.

FINANCIAL IMPACT:

The budget for this program was submitted and approved during the approval process for the 2005 budget. The City of Shoreline will receive \$10,000 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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INTERLOCAL AGREEMENT

Shoreline/Lake Forest Park Aldercrest ANNEX Teen 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, each City is authorized to enter into agreements with the other, pursuant to R.C.W Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, Shoreline operates a late night teen program at the Aldercrest Annex; and

WHEREAS, Lake Forest Park desires to make this late night program available to its residents; and

WHEREAS, Shoreline is willing to allow Lake Forest Park residents to participate in its late night teen program at 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 Shoreline will operate a late night teen program at the Aldercrest Annex between the hours of 8:00pm and 12:00am on Friday and Saturday nights for a minimum of 70 evenings each calendar year. The program shall be available to Shoreline and Lake Forest Park residents on an equal basis. The Program may be closed for holidays or in other instances at Shoreline's discretion.

2. Supervision and Personnel

- 2.1 Shoreline is acting as an independent contractor and shall control all program personnel, including standards of performance and discipline.
- 2.2 Personnel operating the late night teen program described in paragraph 1.1 shall be Shoreline's employees or independent contractors retained by Shoreline to provide services to the late night teen program.

3. Compensation

- 3.1 Lake Forest Park shall pay Shoreline \$10,000 per year, to be invoiced quarterly. Shoreline will provide a quarterly service report along with its invoice to Lake Forest Park.

4. Indemnity

- 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 of 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.

5. Duration

5.1 This agreement is effective upon execution and shall continue in effect unless terminated under Section 6.

6. Termination Process

6.1 Either party may 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 to be a 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, Recreation and Cultural Services Director or his designee. Lake Forest Park shall designate a contact person for purposes of consulting on the program. Each party shall notify the other of its designee or of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

City of Shoreline

City of Lake Forest Park

By:
Robert L. Olander
Deputy City Manager

By:
Dave Hutchinson
Mayor

Approved as to form:

Approved as to form:

Ian R. Sievers, City Attorney

Michael P. Ruark, City Attorney