

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Amendment to Interlocal Agreement between the City of Shoreline and the City of Lake Forest Park Relating to Recreation Program Reimbursement
DEPARTMENT:	Parks, Recreation & Cultural Services
PRESENTED BY:	Lynn M. Cheeney, Recreation Superintendent

In 2006, the City of Shoreline and the City of Lake Forest Park implemented an interlocal agreement in which the City of Lake Forest Park allocated \$7,000 in their 2006 budget for the purpose of reimbursing the City of Shoreline up to \$5,000 for non-resident fees for recreation services provided to residents of Lake Forest Park and an additional \$2,000 ear marked for scholarships. This year the City of Lake Forest Park is choosing to continue with the \$7,000 funding but has changed the allocations to \$6,000 for recreation services and \$1,000 for scholarships. The purpose of the amendment to the agreement is to provide more flexibility both with the total funding provided by Lake Forest Park as well as the allocation amounts to the recreation services and the scholarship program. With this amendment, Shoreline and Lake Forest Park can increase the funding and change the allocation amounts without a need for an amendment each year. Instead, Lake Forest Park will send Shoreline annual notice setting forth amount of funding to be provided, as well as the allocation of the funding between recreation services and the scholarship program. If there are major changes to the agreement, it will be presented to the Shoreline City Council for approval.

During the first three quarters an estimated two hundred and forty-four (244) families participated in a variety of programs and events including swim lessons, dance classes, picnic shelter rentals, aerobics, Camp Shoreline, tennis, men's softball league and many others. In the area of scholarships, there were only 7 provided to LFP residents. The reimbursements received to date are broken down as follows:

General Programs -	\$1,840.50
Pool (lessons, swim team & diving) -	<u>\$1,083.50</u>
	\$2,924.00

Scholarships	\$ 381.00
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The City of Shoreline anticipates an increase in use of the program during 2007.

Each city is authorized to enter into agreements with the other, pursuant to R.C.W. Chapter 39.34 (Interlocal Cooperation Act).

FINANCIAL IMPACT:

To date, the City has received \$3,305 in reimbursement from the City of Lake Forest Park for non-resident fees and for scholarships. Fees for the months of September through December will be billed in January, 2007.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign the Amendment to the Interlocal Agreement with City of Lake Forest Park for recreation service reimbursement.

Approved By:

City Manager



City Attorney

**ATTACHMENTS**

A. Amendment to Interlocal Agreement with Lake Forest Park

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK
REGARDING ACCESS TO PARKS AND RECREATION PROGRAMS**

WHEREAS, on May 15, 2006 the City of Shoreline and Lake Forest Park entered into an interlocal agreement to allow Lake Forest Park citizens to take advantage of recreation opportunities at Shoreline resident rates; and

WHEREAS, the parties desire to amend that agreement to allow more flexibility to the Lake Forest Park subsidies for Lake Forest Park class participants and scholarship participants;

NOW THEREFORE, the parties agree as follows:

1. Amendments to Existing Agreement:

a. Section 1.2 is amended to read as follows:

Shoreline will bill Lake Forest Park at the end of each quarter the difference between the resident and non resident rate for participation of Lake Forest Park residents up to the not-to-exceed amount set annually by Lake Forest Park.

b. Section 1.4 is amended to read as follows:

Shoreline will bill Lake Forest Park at a rate of \$50/participant for qualified Lake Forest Park participants in the Scholarship Program up to the not-to-exceed amount set annually by Lake Forest Park.

c. Section 2.1 is amended to read as follows:

Lake Forest Park shall pay Shoreline up to the annual not-to-exceed amount for Lake Forest Park class participants and for Lake Forest Park scholarship participants, to be invoiced quarterly.

2. Terms and Conditions of Existing Agreement Remain the Same: The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect

IN WITNESS WHEREOF, the parties have executed this agreement.

City of Shoreline

City of Lake Forest Park

By: Robert L. Olander
City Manager

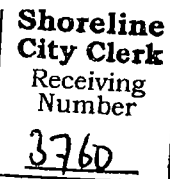
By: Dave Hutchinson
Mayor

Approved as to form:

Approved as to form:

Ian R. Sievers, City Attorney

Michael P. Ruark, City Attorney



INTERLOCAL AGREEMENT
Between the City of Shoreline and the City of Lake Forest Park
Regarding Access to Parks and Recreation Programs

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 has a comprehensive recreation program; and

WHEREAS, Lake Forest Park has no programs and desires to have their citizens take advantage of recreation opportunities at Shoreline resident rates; and

WHEREAS, Lake Forest Park has allocated funds in the 2006 budget to provide participation of its residents in Shoreline programs including scholarships for low income participants; and

WHEREAS, sharing resources with our neighboring communities benefits both cities; now therefore

IN CONSIDERATION of the mutual covenants of this Agreement, Shoreline and Lake Forest Park agree as follows:

1. Shoreline's Obligations

- 1.1 Shoreline will allow residents of the Lake Forest Park to register for Shoreline Parks and Recreation classes at the advertised Shoreline resident rate.
- 1.2 Shoreline will bill Lake Forest Park at the end of each quarter the difference between the resident and non resident rate for participation of Lake Forest park residents up to \$5,000 per year.
- 1.3 Shoreline will provide forms for low income participants to complete which are identical to current forms used by the Shoreline Parks and Recreation Department for their Scholarship Program. All policies and procedures will be adhered to for Lake Forest Park participants.
- 1.4 Shoreline will bill Lake Forest Park at a rate of \$50/participant not to exceed a total of \$2,000 for 2006 for qualified Lake Forest Park participants in the Scholarship Program.
- 1.5 Shoreline will provide a quarterly service report along with its invoice to Lake Forest Park.

2. Lake Forest Park's Obligations

- 2.1 Lake Forest Park shall pay Shoreline up to \$5,000 per year for Lake Forest Park class participants in addition to payment of up to \$2,000 per year for Lake Forest Park scholarship participants, to be invoiced quarterly.

3. Indemnity

- 3.1 Shoreline shall indemnify and hold harmless Lake Forest Park and its officers, agents and employees, 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.

4. Duration

- 4.1 This agreement is effective upon execution and shall continue in effect unless terminated under Section 5.

5. Termination Process

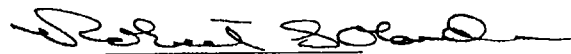
- 5.1 Either party may terminate this agreement by providing sixty (60) days written notice to the other party. Any expenses incurred by Shoreline prior to termination shall be reimbursed.

6. General Provisions

- 6.1 This Agreement may be amended by mutual written agreement of the parties.
- 6.2 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.
- 6.3 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 the 15th day of May, 2006.

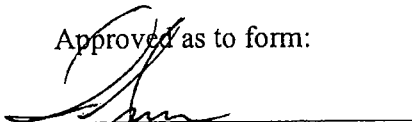
City of Shoreline



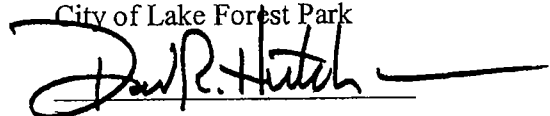
By:

Robert L. Olander
Interim City Manager

Approved as to form:


Ian R. Sievers, City Attorney

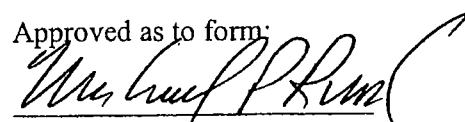
City of Lake Forest Park



By:

David R. Hutchinson
Mayor

Approved as to form:


Michael P. Ruark, City Attorney

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