

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:	Rob Beem, Assistant Director

PROBLEM/ISSUE STATEMENT:

The 2003 Parks, Recreation and Cultural Services budget calls for the City to operate the Annex Late Night Program in conjunction with the City of Lake Forest Park. This repeats the arrangement we had with Lake Forest Park for 2002. Our 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 which serves residents of 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 2003 budget. The City of Shoreline will be reimbursed for 30% 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 7:00 p.m. and 12:00 a.m. on Friday and Saturday nights for a minimum of 70 evenings between January 1, 2003 and December 31, 2003. 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 \$13,300 (31% of the budgeted expenses of the program for 2003), to be invoiced quarterly. Shoreline will provide a quarterly service report along with its invoice to Lake Forest Park.

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.

5. Duration

5.1. This agreement is effective January 1, 2003. The contract shall continue through December 31, 2003 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 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 & Cultural Services Director or her 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:
Steven C. Burkett
City Manager

By:
Dave Hutchinson
Mayor

Approved as to form:

Approved as to form:

Ian R. Sievers, City Attorney

Michael P. Ruark, City Attorney

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