Council Meeting Date: June 10, 2002 **Agenda Item: 7(e)**

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 Tennis Programs
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Wendy Barry, Director

PROBLEM/ISSUE STATEMENT:

The 2002 Recreation Work Plan anticipated that the City would continue to offer a summer tennis 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 offer two (2) one-week tennis camps in Lake Forest Park, includes use of their park facilities, and sharing of revenues. This interlocal agreement has an indefinite term in order to allow this program to remain an ongoing part of our summer recreation offerings.

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 all costs including administrative overhead costs to provide these tennis camps.

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 tennis programs.

Approved By: City Manager RSC City Attorney ____

INTRODUCTION

Attached for your Council's consideration is an interlocal agreement between the City of Shoreline and the City of Lake Forest Park relating to tennis programs. This is the second year for this interlocal agreement in which the City of Shoreline provides two (2) one-week tennis camps for the City of Lake Forest Park. Staff recommends amending the current annual agreement to provide an indefinite term, renewing from year to year, unless either party gives a termination notice.

Tennis camps are expected to be a core service the Shoreline Parks, Recreation and Cultural Services Department will offer to youth in the foreseeable future. There is economy of scale in the City of Shoreline setting up two (2) one-week tennis camps for the City of Lake Forest Park. Changing the term of the contract will avoid administrative processing of extensions each year for what is expected to be a long-term commitment

BACKGROUND

The City of Shoreline Parks, Recreation and Cultural Services (PRCS) Department offers tennis camps during the summer months. In 2000, the City of Lake Forest Park evaluated their capacity to provide tennis camps in their community and determined they did not have the staff resources to administer this type of program. They contacted the City of Shoreline to request Shoreline provide these services in Lake Forest Park. City Council authorized an interlocal agreement between the Cities of Lake Forest Park and Shoreline in May 2001 to provide two (2) one-week tennis camps. The 2001 summer tennis camps were filled to capacity and were well received. The fees for the program covered all direct costs plus administrative overhead costs of the City of Shoreline.

SUMMARY

Staff requests that your Council authorize the City Manager to execute an interlocal agreement, for an indefinite term, between the City of Shoreline and the City of Lake Forest Park related to tennis programs. The City of Shoreline Parks, Recreation and Cultural Services Department offers tennis camps during the summer months. The City of Lake Forest Park, after evaluating their capacity to provide tennis camps in their community, determined they do not have the staff resources to administer this type of program. Under the interlocal agreement the City of Shoreline will provide two (2) one-week tennis camps in Lake Forest Park. Each camp will be available to both Shoreline and Lake Forest Park residents on an equal basis. The City of Shoreline will plan and administer the program, advertise, promote, register, receipt funds and contract for instructors for the camps. The City of Shoreline will track and compare revenues and expenditures for the program and submit an accounting of such to the City of Lake Forest Park.

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 tennis programs.

ATTACHMENTS

Attachment A: Interlocal Agreement, Shoreline/Lake Forest Park Tennis

INTERLOCAL AGREEMENT
Shoreline/Lake Forest Park Tennis

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, Lake Forest Park has made tennis courts available to Lake Forest Park for tennis instruction for its residents; and,

WHEREAS, Shoreline has resources available to organize, administer and promote a tennis instruction program for Lake Forest Park utilizing the tennis facilities in Lake Forest Park; 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. Through it's Parks, Recreation and Cultural Services Department, Shoreline will provide two (2) one week Tennis Courtstars Camps during each summer on tennis courts designated by Lake Forest Park. Each Camp will be available to both Shoreline and Lake Forest Park residents on an equal basis. Shoreline will plan and administer the program, advertise, promote, register, receipt funds and contract for instructors. Promotion will consist of distribution of promotional flyers to schools serving Lake Forest Park youth, and listing the programs in the Lake Forest Park Town Crier Newsletter.

1.2. Shoreline will track and compare revenues and expenditures for the program, and submit an accounting to Lake Forest Park of registration and revenues.

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.

3. Compensation

3.1 Shoreline's operational expenses including administrative overhead ("Expenses") for each one-week tennis camp shall be calculated each year and sent to Lake Forest Park with a proposed camp registration fee to be collected by Shoreline. Lake Forest Park will be responsible to pay for the difference between revenues and expenses. If revenues meet or exceed operational expenses, Shoreline will retain the revenues and no charges will be billed to Lake Forest Park. The minimum and maximum enrollment for each camp, expenses and registration fee shall be established and agreed upon by the two parties in advance of advertisement of the program.

3.2 If the minimum enrollment has not been reached, the City of Shoreline will cancel a camp no later than five (5) days prior to the first day of the camp.

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 indefinitely unless terminated under section 6.

6. Termination Process

6.1. Either party may initiate a process to terminate this agreement by providing thirty (30) days written notice to the other party prior to the commencement of a scheduled tennis camp. 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

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By:
Steven C. Burkett
City Manager

Approved as to form:

_____

Ian R. Sievers, City Attorney

City of Lake Forest Park

_____

By:

Mayor

Approved as to form:

_____

City Attorney