

I.13.014

Receiving # 7324

(obtain from City Clerk)

${\bf CONTRACT, ROUTING\ FORM}$

DESCRIPTION	Originator:		Dick Deal	Dick Deal			by: Lynn Peterson		
	Department/Division:		Parks, Red	Parks, Recreation and Cultural Services			September 18, 20	13	
	Name of Consultant/Contractor:		ctor: City of La	City of Lake Forest Park					
	CONTRACT TI	TLE:	Interloca	Interlocal Agreement for Recreation Program Registration and Facility Reservation Access between Lake Forest Park and the City of Shoreline					
CONTRACT CONTENT	Type of Contract: ☐ (GR) Grants ☐ (I) Intergovernmental Agreement ☐						(L) Lease Agre	ement	
		(S)	Purchase of Serv	ase of Services (W) F			(O) Other		
	Bid/RFP Number:								
	Effective Date:	October 1	1. 2013	Comp			letion Date: Continuous		
	and the second second								
	Has the original contract boilerplate language been modified? Yes No If yes, specify which sections have been modified:								
	Description of Services: This progr		This agreement programs and fa	agreement simplifies the process of reimbursement to the City of Shoreline for recreation grams and facility reservations by the City of Lake Forest Park per the conditions specified in the clocal agreement.					
FINANCIAL DETAILS	Total Amount of Contract: \$12,800.00								
	Org Key – Obj#	240-8037		\$12,800.00	Org Key – O	bj#	Amount:		
	J/L # Task #	3476998	Amount.	\$12,800.00	J/L # Task		Amount.		
	Org Key – Obj # J/L # – Task #		Amount:		Org Key – O J/L # – Task	•	Amount:		
	Org Key – Obj#					., bj #	A		
	J/L # – Task #		Amount:		J/L # - Task	#	Amount:		
	Are there sufficient funds in the current budget to cover this				ntract? • Yes				
	Remarks: This contract replaces contract #3760 and amendment #4124								
FORMS	For Public Works/Small Works Contracts:					For Service Contracts:			
	Selection Form	n	☐ Bu	☐ Business License			☐ Selection Form ☐ Business License		
	Contractor Re						Certificate of Insurance		
	Contract Bond	I/In Lieu of F	orm UW-	☐ W-9 Form		W-9 Form			
SNATURE	Authorization Level: City Manager								
	D 4 2-1								
	 ✓ 1. Project Manager ✓ 2. Risk Management/Budget ✓ 30, 2013 ✓ 7. City Manager 								
	\boxtimes 3. City Attorney \bigcirc 8. City Clerk \bigcirc 11/13/3							13/13	
	 ✓ 4. Consultant/Contractor ✓ GPV 11/4 13 ✓ 9. Originating Department ✓ 5. (click to select or overwrite) 								

Mayor Mary Jane Goss

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Councilmembers
Don Fiene
Tom French
Jeff R. Johnson
Sandy Koppenol
Robert E. Lee
Catherine Stanford
John A. E. Wright

November 8, 2013

Lynn Peterson Administrative Assistant III City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133-4905

Dear Lynn:

Enclosed please find a fully executed Interlocal Agreement between the City of Shoreline and the City of Lake Forest Park regarding Access to Recreation Services and Facilities.

Sincerely,

Evelyn Jahed

Interim City Clerk

Enclosure

INTERLOCAL AGREEMENT

7324

Between the City of Shoreline and the City of Lake Forest Park Regarding Access to Recreation Services and Facilities



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 Lake Forest Park does not operate its own recreation program; and

WHEREAS, Lake Forest Park desires to have their citizens take advantage of recreation opportunities in Shoreline; and

WHEREAS, in the interest of providing services to our neighboring community and in full cooperation between the two cities it is necessary; now therefore Shoreline and Lake Forest Park agree as follows:

1. Shoreline's Obligations

- 1.1 Shoreline will allow residents of Lake Forest Park to register as Shoreline residents for one 24 hour period 2-3 days after the Shoreline only registration period. The 24 hour Lake Forest Park registration period will be identified at least sixty days in advance of the registration cycle.
- 1.2 Shoreline will process all Lake Forest Park Department of Social and Health Services registrations for Shoreline recreation programs.
- 1.3 Shoreline will provide a quarterly report showing the total number of Lake Forest Park registrations during the quarter. The report will be a standard CLASS software system report.
- 1.4 Shoreline will consider the Lake Forest Park per capita assessment as payment in full for administrative costs to implement this interlocal agreement.
- 1.5 Shoreline will bill Lake Forest Park the per capital assessment identified in Section 2.1 the first quarter of each year.

2. Lake Forest Park's Obligations

- 2.1 Lake Forest Park will pay one dollar per capita the first year of this agreement and agrees to increase the per capita amount by the June CPI-U for Seattle/Tacoma/Bremerton each year thereafter.
- 2.2 Lake Forest Park will market Shoreline's recreation programs and facilities to their residents and inform their residents of 24 hour registration period each registration cycle.

3. <u>Indemnity</u>

3.1 Shoreline shall indemnify and hold harmless Lake Forest Park and its officers, agents and employees, form 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 one hundred eighty (180) 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.
- This agreement shall be administered by the Shoreline Parks, Recreation and Cultural Services
 Director or his designee. Lake Forest Park shall designate the Community Volunteer Coordinator
 or designee as the 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 7th day of November 2013

City of Shoreline

Julie T. Underwood

City Manager

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nterim City Manage

approved as to form:

lan R. Sievers, City Attorney

City of Lake Forest Park

Mary Jane Goss

Mayor

Approved as to form

Bob Sterbank, City Attorney