



I-10-001

Contract # 5577
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

CONTRACT DESCRIPTION

Originator: Lynn Cheeney		Routed by: Sheryle Harp	
Department/Division: PRCS		Date: December 29, 2009	
Type of Contract:			
<input type="checkbox"/> (A) Addendum/Change Order	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other	
<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (S) Purchase of Services		
<input type="checkbox"/> (L) Lease Agreement	<input checked="" type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE: Interlocal Agreement Regarding Resident Rate for Registration for Parks & Recreation Programs			
Brief Description of Services: Allowing LFP residents to sign up for City of Shoreline recreation programs at resident rates			
Contract Modification: Has the original contract boilerplate language been modified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, list which sections have been modified:			
Bid/RFP Number:			
Name of Consultant/Contractor: City of Lake Forest Park			
Effective Date: January 1, 2009		Termination Date: continued	

Total Amount of Contract (including reimbursable expenses):			
Org Key – Obj Number: 2410039 - 3387401	Amount: _____	J/L Number (if required): _____	
Org Key – Obj Number: 2410041- 3387401	Amount: _____	J/L Number (if required): _____	
Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____	
Org Key – Obj Number: _____	Amount: _____	J/L Number (if required): _____	

Budget: Are there sufficient funds in the current budget to cover this contract? Yes No

If no, where are the additional funds coming from? _____

Payment Terms (monthly installments, progress payments, etc.): Quarterly

Remarks: The City of Lake Forest Park will reimburse City of Shoreline for registration fees for residents.

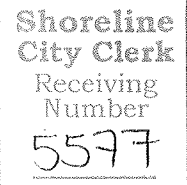
SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director <u>[Signature]</u>	<input checked="" type="checkbox"/> 6. City Council approval (if required) <u>12/7/2009</u>
<input checked="" type="checkbox"/> 2. Risk Management/Budget <u>[Signature] 12/29/09</u>	<input checked="" type="checkbox"/> 7. City Manager <u>[Signature]</u>
<input checked="" type="checkbox"/> 3. City Attorney <u>[Signature] 1/30</u>	<input checked="" type="checkbox"/> 8. City Clerk <u>[Signature]</u>
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 9. Originating Department <u>[Signature]</u>
<input checked="" type="checkbox"/> 5. Department Director	

PRIOR TO EXECUTION – MUST BE ATTACHED

For Public/Small Works Contracts:		For Service Contracts:	
<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> W-9 Form	<input type="checkbox"/> Certificate of Insurance	
<input type="checkbox"/> Contract Bond/In Lieu of Form		<input type="checkbox"/> W-9 Form	
<input type="checkbox"/> Certificate of Insurance			

INTERLOCAL AGREEMENT
Number 5577
Between the City of Shoreline and the City of Lake Forest Park
Regarding Resident Rate for Participation in Parks & 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 2010 budget to provide participation of its residents in Shoreline programs and distribution of guides and information to community; 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, programs and facility use at the same time as Shoreline residents and at the advertised Shoreline resident
- 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.
- 1.3 Shoreline will provide information to Lake Forest Park registrants on scholarship reimbursements provided by Lake Forest Park.
- 1.4 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 the difference between the resident and non resident rate for each participant plus a 20% administration fee.
- 2.2 Lake Forest Park will notify residents of agreement with Shoreline.

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 unless the judgment is the result of the sole negligence of Lake Forest Park.

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.

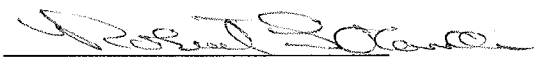
6. General Provisions

- 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 designates the Community Services Manager for purposes of consulting on the program. Each party shall notify the other of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement the 21st day of

January 2009-2010

City of Shoreline



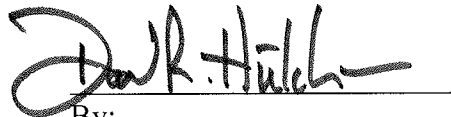
By:
Robert L. Olander
City Manager

Approved as to form:



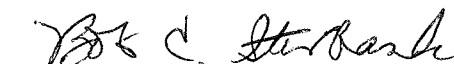
Ian R. Sievers, City Attorney

City of Lake Forest Park



By:
Dave Hutchinson
Mayor

Approved as to form:



Robert Sterbank, City Attorney