

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 has no programs; 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 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 at the beginning of each calendar year by the June CPI-U for Seattle/Tacoma/Bremerton.
- 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.

ATTACHMENT A

3. Indemnity

3.1 Shoreline shall indemnify, defend 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, unless the result of Lake Forest Park's sole negligence.

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.

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 ____ day of _____, 2013

City of Shoreline

City of Lake Forest Park

By:
Julie T. Underwood
City Manager

By:
Mary Jane Goss
Mayor

Approved as to form:

Approved as to form

Ian R. Sievers, City Attorney

Bob Sterbank, City Attorney