

**AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE
FOREST PARK TO PROVIDE AN AFTER SCHOOL PROGRAM, “HANG TIME”,
FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS OF 2023-2024**

This Agreement is entered into between the City of Shoreline (“Shoreline”) and the City of Lake Forest Park (“LFP”) to provide an after school program, referred to as “Hangtime,” for Kellogg Middle School for the calendar years 2023 – 2024 (the “Agreement”). This Agreement shall become effective on the date of the last signature (the “Effective Date”). Together Shoreline and LFP are referred to as “the Parties.”

Recitals

WHEREAS, Shoreline and LFP recognize that youth services programs, such as an after school program, provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, LFP desires to contract with Shoreline for Shoreline to provide an after school program as described within this Agreement: and

WHEREAS, Shoreline is qualified and willing to provide for such an after school program, consistent with all requirements of State law and applicable ordinances and regulations as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. PURPOSE

The purpose of this Agreement is for Shoreline to provide an after school program, “Hang Time,” for students attending Kellogg Middle School. Shoreline will offer, at a minimum, recreation, social activities, field trips, and homework help as more fully set forth in the Scope of Work, attached and incorporated as Exhibit A (the “Services”).

2. RESPONSIBILITIES OF PARTIES

- A. Shoreline will be responsible for the quality and suitability of the Services provided under this Agreement. LFP shall evaluate the adequacy and efficiency of the Services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the Services rendered do not produce the desired results, the Parties shall consult each other and corrective action shall be taken as may be require. Failure to promptly consult and take such action(s) reasonably required shall be a material breach of

the Agreement and cause for termination. Shoreline shall notify LFP's representative of any matters affecting the eligibility of Shoreline to continue to perform the Services provided through this Agreement immediately after Shoreline's discovery of the same.

- B. Shoreline may be requested in writing to perform additional or follow-up work to complete the Services in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both Parties.
- C. LFP shall provide Shoreline with complete information available and disclosable by LFP in order that Shoreline may carry out the Scope of Work in Exhibit A.
- D. The total compensation to be paid by LFP to Shoreline for the Scope of Work in Exhibit A and the Services Supplies in Exhibit B, attached and incorporated hereto, shall be an amount not to exceed Ten Thousand Dollars (\$10,000.00) as shown on Exhibit B, which shall be full compensation for the Services and Services Supplies.
- E. Shoreline shall invoice LFP using the attached Exhibit C1 form. The form shall be submitted to LFP by the tenth working day of the month following the month based on the portion of the Services completed in that month by Shoreline.
- F. Shoreline shall send Exhibit C1 electronically to croche@ci.lake-forest-park.wa.us , accompanied by evidence satisfactory to LFP justifying the request for payment, including a report of the Services accomplished and tasks completed. LFP shall pay Shoreline within thirty (30) calendar days receipt of Exhibit C1.
- G. Each quarter, Shoreline shall submit to LFP a report in the form provided in Exhibit C2.

3. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2024, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if the other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.

4. NOTICES

All notices and invoices required under the terms of this Agreement shall be given in writing, addressed as follows:

Phillip Hill
City Administrator
City of Lake Forest Park

Bristol Ellington
City Manager
City of Shoreline

17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@LFPoflfp.gov

17500 Midvale Ave N
Shoreline, WA 98133
bellington@shorelinewa.gov

Notices may be hand-delivered; sent via U.S. mail, return receipt requested; by a nationally recognized courier service, or electronic mail (e-mail), read receipt requested. All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the U.S. mail in LFP, at the time of hand or courier delivery to the addressee party, or on the date received by the recipient's computer.

5. SUCCESSORS OR ASSIGNS

Neither Party shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

7. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and between the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

8. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed counterparts, all of which shall be regarded for all purposes as an original.

9. RECORDS

Shoreline and LFP acknowledge that they are local agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Shoreline and LFP will retain this Agreement and all records related to this Agreement

consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

10. JURISDICTION AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

11. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and LFP, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she is signing on the date indicated next to their signatures

THE CITY OF LAKE FOREST PARK

THE CITY OF SHORELINE

By: _____
Jeff Johnson
Mayor

By: _____
Bristol Ellington
City Manager