

**Interlocal Agreement
Between the City of Shoreline and the City of Lake Forest Park
Regarding Early Registration and Resident Rate
for City of Shoreline Recreation Programs**

THIS IS AN AGREEMENT between the City of Shoreline ("Shoreline") and the City of Lake Forest Park ("Lake Forest Park"), both municipal corporations of the State of Washington.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, Shoreline has a comprehensive recreation program providing classes, workshops, camps, and other programs; and

WHEREAS, Lake Forest Park does offer recreation programs and desires to have their residents take advantage of Shoreline's programs; and

WHEREAS, since 2010, Shoreline and Lake Forest Park have maintained interlocal agreements providing certain privileges for Lake Forest Park residents' use of Shoreline's recreation programs and, the cities wish to continue these practices as doing so is mutually beneficial to both cities and their residents.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants of this Agreement, Shoreline and Lake Forest Park agree as follows:

A. Shoreline's Obligations

1. Shoreline will allow residents of Lake Forest Park to register for recreation programs before other non-Shoreline residents for one (1) twenty-four (24) hour period two (2) or three (3) calendar days after the Shoreline resident-only registration period. The Lake Forest Park registration period will be identified at least sixty (60) calendar days in advance of the registration cycle.
2. Lake Forest Park residents shall receive an eight percent (8%) discount from non-Shoreline resident fees for recreation programs, before applicable sales tax, throughout the term of this Agreement, regardless of when they registered. This discount does not apply to the rental of park facilities, such as sports fields or picnic shelters.

3. Shoreline will process all Lake Forest Park Department of Social and Health Services registrations for Shoreline recreation programs.

B. Lake Forest Park's Obligations

1. Lake Forest Park acknowledges that this Agreement does not reserve nor guarantee availability of any Shoreline recreation program for Lake Forest Park residents. Program registration is on a first come, first served basis.
2. Lake Forest Park will pay the administration fee identified in Section C.
3. Lake Forest Park will publicize Shoreline's recreation programs to its residents and inform its residents of early registration and the discount each registration cycle.

C. Administration Fee.

1. Lake Forest Park will pay an administration fee of \$17,822 for the period beginning January 1, 2026 and ending on December 31, 2026.
2. Starting on January 1, 2027, and each year thereafter, the administration fee shall be adjusted, upward only if to be changed at all, based on the percentage change in the December-to-December Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue region.
3. Shoreline will invoice Lake Forest Park one fourth of the total administration fee each quarter (January-March, April-June, July-September, and October-December). Lake Forest Park shall pay the invoice within thirty (30) calendar days of the date of the invoice.

D. Indemnity

Each city shall indemnify, defend, and hold harmless the other City 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 or omission of the other city, its officers, agents, and employees in performing services pursuant to this Agreement. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both cities, their officers, officials, employees, and volunteers, each city's liability hereunder shall be only to the extent of that city's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each city's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

E. Duration

This agreement is effective upon execution by both cities and compliance with Section I(8) and shall continue in effect until December 31,2028, unless terminated as provided in Section F.

F. Termination Process

1. Either city may terminate this Agreement by providing one hundred eighty (180) calendar days prior written notice to the other party.
2. Shoreline may terminate this Agreement if Lake Forest Park fails to pay the administration fee within sixty (60) calendar days of date of the invoice for such a fee. Prior to termination, Shoreline will provide Lake Forest Park written notice. If Lake Forest Park pays the outstanding invoice within ten (10) calendar days of the date of the notice, then this Agreement will not terminate.
3. Any expenses incurred by Shoreline prior to termination, including the cost of seeking payment of outstanding invoices, shall be reimbursed by Lake Forest Park.

G. Notice

Any notice required under this Agreement shall be in writing, addressed to the appropriate part at the address which appears below (as modified in writing from time to time by a party), and given personally, by registered or certified U.S. mail, return receipt requested, by electronic mail, or by a nationally recognized overnight courier service. All notices shall be effective on the date of receipt.

City Manager
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

H. Agreement Administration.

1. This Agreement shall be administered by the following:

City of Shoreline Parks, Recreation and Community Services Director or designee.

City of Lake Forest Park Community Development Director or designee.

2. Administrators or designees may be modified. The city seeking to modify its administrator, shall provide written notice to the other city of this modification.

I. General Provisions

1. This Agreement contains the entire agreement between the cities and no other agreements, oral or otherwise, regarding the subject matter of this Agreement bind any of the cities hereto. Except for a provided in Section H(2), this Agreement may only be amended by mutual written agreement of the parties.
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.

3. Any provision or part of this 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 the cities, 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 position.
4. Each party to this Agreement is a governmental agency subject to Washington's Public Records Act, Chapter 42.56 RCW. Each party shall be responsible for compliance with the Public Records Act for requests submitted seeking disclosure of records related to this Agreement. Neither party is obligated to assert an exemption from disclosure under the Public Records Act on behalf of the other party, and both parties acknowledge that they have no liability to each other if any records associated with this Agreement are disclosed.
5. Each party will be responsible for maintaining records it produces based on this Agreement consistent with Washington's retention laws and policies, including chapter 40.14 RCW and the most current version of the Local Government Records Retention Schedules.
6. This Agreement does not establish a separate legal entity.
7. No joint acquisition of real or personal property is contemplated by this Agreement. If any real or personal property is acquired by either Shoreline or Lake Forest Park, that property shall remain within the sole and exclusive ownership of that city following termination or expiration of this Agreement.
8. Prior to the Agreement having force and effect, both cities shall either file a copy of this Agreement with the King County Auditor or, alternatively, list the Agreement by subject on that city's website or other electronically receivable public source.
9. This agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any dispute that arises between the cities as to the application, affect, or interpretation of the Agreement shall be subject to mediation prior to the filing of any court action. Any court action shall be filed in King County Superior Court.
10. Each person executing this Agreement on behalf of a city represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the city for which they are signing.

This Interlocal Agreement is executed by:

City of Shoreline

By: _____

City of Lake Forest Park

By: _____

Bristol Ellington
City Manager
Date: _____

Tom French
Mayor
Date: