

RESOLUTION NO. 1874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE CITY OF SHORELINE TO PROVIDE AN AFTER-SCHOOL PROGRAM, "HANG TIME", FOR KELLOGG MIDDLE SCHOOL SERVICES THE CALENDAR YEARS OF 2023-2024

WHEREAS, youth services programs provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, the City desires to support youth services and programs; and

WHEREAS, the Kellogg Middle School "Hang Time" after-school program is a beneficial program for youth in this community; and

WHEREAS, the City of Shoreline is the administrator of the Kellogg Middle School "Hang Time" after-school program and is qualified and willing to undertake the aforementioned services consistent with all requirements of State law and City ordinances and regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Exhibit A with the City of Shoreline, administrator of Kellogg Middle School "Hang Time" after school program for calendar years 2023-2024.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: December 2, 2022
PASSED BY THE CITY COUNCIL: December 8, 2022
RESOLUTION NO.: 1874

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

EXHIBIT A to Resolution 1874

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

EXHIBIT A to Resolution 1874

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

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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

SCOPE OF WORK - EXHIBIT A [2023-2024]

SECTION 1—Work Products

Agreement

The Agency shall provide a free after school recreation and tutoring program at Kellogg Middle School from 3pm-5pm, Tuesdays/Thursdays, and 1:30pm-5pm, Wednesdays. The Agency will work with school district staff and other partners in coordinating activities and programs such as intramural sports, tutoring and homework time, special interest clubs, leadership groups, free times, large and small group options, service learning, workshops, and field trips within Project Hang Time. The Agency will also provide special activities for a group of students who need special attention.

1. The Agency will provide a minimum of two staff to operate the program. The Agency will ensure that there is an adequate ratio of staff to students, and that all safety requirements are met.
2. The Agency staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
3. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

Outcomes

1. Will track number of unduplicated students served by Hang Time each year.

*Annual outcomes will be reported at the end of the school year; quarterly attendance outcomes will be reported on each invoice.

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	Academic skills improve; social skills improve	Youth surveys, academic assessments, and school staff surveys

PROGRAM BUDGET - EXHIBIT B [2023-2024]

SECTION 1—Agency Budget

Budget Category	City funds	
	2023	2024
Personnel costs	\$5,000	\$5,000
AmeriCorps YMCA	\$0	\$0
Office/operating supplies	\$0	\$0
Telephone	\$0	\$0
Travel/Training	\$0	\$0
Facility- Rent & Utility	\$0	\$0
Cleaning & Maintenance	\$0	\$0
Contractual fees	\$0	\$0
Staff mileage/parking	\$0	\$0
Printing/duplicating	\$0	\$0
Postage	\$0	\$0
Program Transportation	\$0	\$0
License/Permits	\$0	\$0
Food	\$0	\$0
Program Supplies	\$5,000	\$5,000
Other- Activities Expense	\$0	\$0
Total	\$10,000	\$10,000

INVOICE FOR SERVICES - EXHIBIT C1 [2023-2024]

SECTION 1—Invoice

Payer:

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Attn: Cory Roche
(206) 957-2814

Payment to:

City of Shoreline
17500 Midvale Ave N
Shoreline, WA 982133
Agency Contact:
-206

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$10,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Payment Request For Services

Service	Contract Amount	This Request	Previous Request	YTD	Balance
Personnel					
Program Supplies					
Total	\$ 10,000				

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

INVOICE FOR SERVICES - EXHIBIT C2 [2023-2024]

SECTION 2—Service Report

Agency: Kellogg Middle School "Hang Time" After School Program
Administered through the City of Shoreline

Reporting Dates:

1.	SERVICE NUMBERS	PROGRESS			COMMENTS
		This Quarter	Year to Date	LFP Youth	
	Total number of unduplicated youth served				
	Average daily number of participants				

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	<ul style="list-style-type: none">• Academic skills improve• Social skills improve	Youth surveys, academic assessments, and school staff surveys

2. Total number of students in this outcome:

3. Please attach program summary for the quarter to Exhibit C.