PARTIAL TERMINATION OF THE
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND THE MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS

THIS PARTIAL TERMINATION OF THE INTERLOCAL AGREEMENT ("PARTIAL TERMINATION AGREEMENT") is made and entered into by the City of Mercer Island ("City") and the Mercer Island School District, No. 400, a municipal corporation, King County, Washington ("District").

A. The City and District hereby agree to partially terminate the INTERLOCAL AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS ("Agreement") entered into on November 13, 2009, to the extent the City and District agree is necessary for the Agreement to reflect current needs and conditions.

B. Section 14(B) of the Agreement states:

"The Interlocal Agreement between the City and District may be terminated in whole or in part at any time by either the City or the District prior to its expiration for good cause upon ninety (90) days written notice. Good cause shall include the following items: (1) financial hardship as demonstrated by a City Council or District Board of Directors resolution; and (2) the District's need to recapture school grounds for school purposes as demonstrated by a District Board of Directors resolution. In the event such termination affects only part of the Agreement (e.g., applicability to the SMP or Elementary Schools Sports Fields), such termination will not impact the requirements of this Agreement for the remaining element."

C. Pursuant to Section 14(B) of the Agreement, the District installed portable classroom units at Lakeridge Elementary and Island Park Elementary schools in 2012. These portable classrooms were installed on the previously existing athletic fields in an effort to recapture school grounds for school purposes, therefore, minimizing their effective use for the Mercer Island community.

NOW, THEREFORE, the parties agree as follows:

1. The City and District agree to terminate Section 3(B).1 of the Agreement. The City shall not be required to pay the District the sum of Sixty Thousand Dollars ($60,000) annually to support the District's current level of service maintenance at the Elementary School Sports Fields.

2. The City and District hereby agree to terminate Section 3(B).2 of the Agreement, provided that the City shall dedicate the necessary financial resources to complete all tasks and obligations assigned to it in Attachment A.

3. In an effort to uphold the terms of the Agreement and provide quality athletic fields for the District and the Mercer Island Community, the City and District agree to the revised levels of service as described in the revised Memorandum of Understanding, included in Attachment A attached hereto and incorporated herein by reference. The original Attachment A to the Agreement is hereby revised and replaced with the new Attachment A attached hereto.
4. All other sections of the Agreement shall remain in full force and effect

The parties have signed this Partial Termination Agreement on the date indicated below.

CITY OF MERCER ISLAND

Richard M. Conrad
City Manager

Dated: 10-24-2013

MERCER ISLAND SCHOOL DISTRICT

Dr. Gary Plano
Superintendent

Dated: 9-27-13

APPROVED AS TO FORM:

Katie H. Knight
City Attorney

APPROVED AS TO FORM:

Cliff Foster
Attorney for School District
ATTACHMENT A

Revised Memorandum of Understanding

BETWEEN THE CITY OF MERCER ISLAND AND THE MERCER ISLAND SCHOOL DISTRICT CONCERNING MAINTENANCE, OPERATION AND REPAIR OF ELEMENTARY FIELDS AT ISLAND PARK, LAKERIDGE AND WEST MERCER ELEMENTARY SCHOOLS

This attachment defines the division of labors between City of Mercer Island Parks Maintenance staff and Mercer Island School District Grounds Maintenance staff, at the District’s three elementary and high school athletic fields.

1. The City shall undertake and continually employ scheduled turf rehabilitation that, over time, approximately 18 months, will provide the community with improved athletic fields at three (3) public elementary schools and one (1) public high school on Mercer Island. Turf rehab will be executed by City Park Maintenance staff, using City equipment. The annual cycle of rehabilitation;
   a) Fertilize three (3) times a year with a seasonally adjusted fertilizer blend
   b) Aerification two (2) times a year, core extraction or deep tine as needed
   c) Top Dress two (2) times a year
   d) Re-seed two (2) times a year

   The City shall undertake annual spring seasonal preparation of skinned infields at Lakeridge and Island Park and inspect and repair damaged turf at all fields each spring in preparation for scheduled March field use. The City will drag skinned infields regularly (at least once weekly) March through August.

2. City field staff will incorporate District Integrated Pest Management policy (Board Policy 1415) in any and all fertilizer and/or pesticide applications on all district owned properties.

3. The District shall continue to provide mowing, irrigation services, and leaf and debris removal. The City, acknowledging that increased fertilization rates and turf rehabilitation work will likely increase the frequency and importance of some regular maintenance tasks, will assist in this work as needed;
   a) Weekly mowing mid February to mid November and as needed
   b) Irrigation seasonal startup and shutdown, and repairs as needed
   c) Leaf and debris removal as warranted seasonally and as storm response

4. The City reserves the right to limit the use of the fields for purposes of maintenance and for safety of the playing surfaces and will obtain District approval prior to limiting the use of the facilities during the school day. Turf rehabilitation closure dates for each field will be scheduled annually at a January meeting involving the Parks Operations Superintendent for the City and the Director of Maintenance and Operations for the District, or their designees. The approved schedule shall be distributed to all relevant parties in each agency and to the Ballfield User Group by February 15.

5. Communication between City and District field staff shall be open and frequent. Contact lists will be exchanged and updated as needed, and ‘after hours’ contact protocols will be exchanged.

6. District and City maintenance staff will work together to immediately address any safety issues brought to attention by City or District personnel or facility users. District staff will refer all maintenance inquiries, including scheduling requests, citizen concerns and any other items that are affected by or affect the maintenance of elementary fields, to the Parks Operations Superintendent in a timely manner, in writing. The Parks Superintendent will respond, in writing, within three business days.

7. District shall provide a mowing schedule annually, including frequencies and scheduled times for mowing each field, to the Parks Operations Superintendent.
8. A "Fields Working Group", consisting of the Parks Operations Superintendent and the Facility Scheduler for the City, and the Director of Maintenance and Operations for the District, will meet not less than once annually, and as needed, to address issues and exchange information.

9. The City will schedule activities on elementary fields during non-school hours, defined as between 4pm and 10pm weekdays, weekends, and all days during summer break. District activities occurring during these times shall be booked through the City. MISD booking requests for these non-school hours would receive priority per BUG policy.
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND
THE MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND
IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between the City of Mercer Island ("City"), a Washington municipal corporation and the Mercer Island School District ("District"), a Washington corporation.

A. The City and District enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34).

B. The City and District desire to improve the maintenance and operations of District sports fields at Island Park, Lakeridge and West Mercer Elementary Schools (the "Elementary Schools Sports Fields") and the South Mercer Playfields (the "SMP").

C. The City and District are mutually interested by means of this Agreement in improving these fields in order to expand and enhance their efficient and cost effective use for both the schools and the Mercer Island community.

NOW, THEREFORE, in consideration of the above recitals, the payment to be made, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. TERM

This Agreement shall be effective when fully executed by all the parties and shall continue, subject to Section 14 herein, until the expiration of the useful life of the improvements installed as part of the South Mercer Playfields element of the project or thirteen (13) years, whichever comes later, so long as the City maintains the improvements consistent with this Agreement and with industry-standards for such playfield improvements; provided that, the Parties acknowledge that the City's requirement to maintain the improvements is not intended to permit the perpetual existence of this Agreement nor to permit the City to continually replace the improvements in a way that extends the useful life beyond the true one-time useful life of the improvements.

2. DEFINITIONS

A. "BUG" means those Ballfield User Group members described in Attachment C

B. "Elementary Schools Maintenance Enhancement" element of the project will provide turf rehabilitation and maintenance that over approximately 18 months will provide improved "game quality" sports fields at the elementary schools sports fields.

C. "South Mercer Playfield Improvements" element of the project means those improvements described in Attachment B.
D. “Game Quality” means the level of sports field condition that would allow competitive games to be scheduled on a regular basis. This contrasts with the current sports field conditions at the elementary schools which are at practice field status where games are not currently scheduled.

E. “Premium Field” means a sports field which is of significantly enhanced quality and appearance from other fields to provide a first class experience to game participants. Premium field elements can include such enhancements as outfield “home run” fences; lighting; pitcher bullpen areas; synthetic turf on infield and outfield; enhanced electronic scoreboard, etc.

F. “Turf Premium” means a surcharge added to regular fees for use of a sports field which contains synthetic turf. This surcharge is collected over time and exclusively utilized for the replacement of the synthetic turf.

G. “School Use” means District sanctioned school activities that are scheduled through the District per Section 6 – Prioritization – Scheduling.

3. ELEMENTARY SCHOOLS SPORTS FIELDS MAINTENANCE ENHANCEMENT ELEMENT

A. Scope of Work. The Parties agree that the Elementary Schools Sports Fields element of this Agreement is intended to provide significantly improved “game quality” sports fields at the Elementary Schools Sports Fields. To this end, in addition to the current level of maintenance service being provided by the District, the City will undertake enhanced maintenance rehabilitation activities as described in Attachment A to this Agreement.

B. Payment. To accomplish the scope of work for the Elementary Schools Sports Fields, the City agrees to the following financial contributions under this Agreement:

1. The City shall pay the District the sum of Sixty Thousand Dollars ($60,000) annually for the term of this Agreement to support the District’s current level of service maintenance at the Elementary School Sports Fields as described in Attachment A, Section 3. The City’s payment will be due no later than September 1st of each year during the term of the Agreement.

2. The City shall dedicate up to Ninety Three Thousand Dollars ($93,000) annually from 2008 Park Levy funds towards the City’s Parks and Recreation Departments efforts to partner with the District on enhanced maintenance of the Elementary Schools Sports Fields for the term of this Agreement. At a minimum, the City will fund and complete all tasks and obligations assigned to it in Attachment A.

4. SOUTH MERCER PLAYFIELD (SMP) FACILITY IMPROVEMENT ELEMENT

A. Scope of Work. The Parties agree that the SMP element of this Agreement is intended to include improvements to the SMP Fields #1, #2, and #3. The Parties intend for these improvements to significantly increase the SMP’s quality, playability, equity, and
availability as an athletic field resource to the District, the City and the Mercer Island community, as well as have a positive impact on minimizing the requirements for ongoing maintenance of the SMP. These improvements are described in Attachment B. In addition, the following terms shall apply to the SMP element:

1. The City shall be responsible for design of the improvements and the preparation of plans and shall supervise construction of the improvements; provided that, the City must submit design and construction documents to the District for its review and approval as follows: (1) at 100% schematic; (2) at 50% design development; (3) at 100% design development; and (4) at 100% construction documents.

2. The City shall maintain, operate (including without limitation water, electricity and sewer) and repair the improvements it has made at its sole cost and expense.

3. Operation of any new concession facility will be limited to the Mercer Island Boys and Girls Club and Mercer Island High School Girls Fast Pitch Booster Club in keeping with policies and procedures previously established for operation of the concession facility at the Island Crest Park sports field complex. The operators will be solely responsible for acquiring any and all business and health licenses. Policies and procedures for other operators’ potential use of the concession facility may be developed and approved by the City and School District at an appropriate time in the future.

B. Payment. To accomplish the scope of work for the SMP element, the City agrees to the following financial contributions and actions under this Agreement:

1. The City will issue councilmanic bonds, supported by City general fund revenues, in an amount not to exceed $990,000. These bonds will be issued in 2009 for the specific purpose of fully funding the items described in this Section 4 and Attachment B.

2. With regard to the replacement of the SMP Fields artificial turf surfaces, the City will supplement the funds in Section 4.B.1 above with funds from a designated account wherein turf premium fees collected from BUG users have been deposited.

5. GENERAL AGREEMENTS:

In consideration of the City’s financial contribution described in Sections 3 and 4, the City and District agrees as follows:

A. The subject of this Agreement is the City’s financial contribution toward the Elementary Schools Sports Fields and SMP elements described in this Agreement along with the District’s commitment to provide access to these facilities to the Mercer Island community through the agreed scheduling procedures set forth in Section 6 herein.

B. The City will collect and transfer fees from user groups as described in Section 9.
C. The facility uses authorized by this Agreement are both a municipal and an educational purpose.

D. The parties will act in good faith to implement the terms of the Agreement.

E. This Agreement is intended to enhance and not interfere with the primary mission of City or District governance.

F. All use programming and activities scheduled under this Agreement will comply with the City and District’s policies prohibiting discrimination.

6. PRIORITIZATION – SCHEDULING

A. With respect to the District property that is the subject of this Agreement ("Covered Property") and subject to Sections 6.C and 6.D below: (i) the District shall be entitled to exclusive use for any School Use from 7:00 a.m. to 4:30 p.m. on days when school is in session; and (ii) at all other times, usage shall be determined consistent with the policies and procedures established in the Ballfield User Group (BUG) Policy.

B. With respect to the Covered Property and subject to Sections 6.C and 6.D below: (i) the District shall schedule School Uses from 7:00 a.m. to 4:30 p.m. during days when school is in session; and (ii) at all other times, scheduling shall be done by the City consistent with the policies and procedures established in the BUG Policy. For the purposes of scheduling the Covered Property, the District and the City shall use the scheduling software system then being utilized by the City (currently CLASS software).

C. Notwithstanding the provisions of the BUG Policy, the District’s Girls Softball program shall be given first priority by the City with respect to the use and scheduling of the Covered Property at all times.

D. If there are times during regular school hours during days when school is in session that the District does not require use of any of the Covered Property for School Use, the City may request usage of the property during that period in accordance with the BUG Policy, which request shall not be unreasonably denied.

E. For purposes of all provisions of this Section 6, the District and City Parks and Recreation Department activities that have priority per the BUG Policy are agreed as being those activities that are, in fact, funded in whole or in part by the District or City Parks and Recreation Department, as the case may be.

7. ANNUAL SCHEDULING CONFIRMATION PROCESS

A. The City and District agree to conduct joint scheduling conferences with other users as needed in January (for the period April to June), April (for the period July to September), August (for the period October to December) and October (for the period January to March) of each year and additionally as needed to coordinate time requirements of the
various user groups. Blocks of time will be allocated throughout the day, week and year for use by the District, City and other user groups, in accordance with the priorities established and consistent with Section 6 above.

B. The Parties agree to the following principles and procedures for resolving space availability conflicts:

1. It is the mutual goal of the City and District to maintain program continuity, give adequate notification of scheduling changes, and to relocate programming when necessary. When possible, each party will assist the other in locating alternative space.

2. In the event of scheduling conflicts, facility-based representatives will first attempt to reach resolution of space availability issues. When the conflict involves more than one City and District program, all parties will be informed and involved in resolving the conflict. The central scheduling offices of both parties will, whenever possible, identify options or ways to accommodate the interests of both parties. If agreement cannot be reached on a scheduling request, the issue will be referred to the District Athletic Director or designee and Parks and Recreation Director or designee. If agreement cannot be reached by these parties, the Superintendent of Schools or designee shall resolve the matter with consultation of the City Manager.

9. FEES AND CHARGES

A. Consistent with the term of this Agreement, including Section 9(C), the City will use best efforts to collect fees (rental and administrative) from user groups and such fees will be deposited in an appropriate City of Mercer Island Park Department account. The parties agree that BUG users will be charged rental fees consistent with existing BUG Policy. Except as outlined in 9(C) below, neither the District nor the City shall be charged a rental or administrative fee for the use of the facilities without mutual agreement.

B. The City may charge BUG users for extra material, labor and appropriate overhead costs that either the City or the District may incur because of their use of the facility, including but not limited to property damage, unsecured gates and locks, security response, leftover trash and garbage, etc.

C. The City and BUG, as well as non-BUG users will be charged a “turf premium” to use improved synthetic turf fields. The District will also be charged the turf premium for school activities which take place outside of regular school hours as described in Section 6, except for those activities associated with the District’s Girls Softball program which may have activities that take place after 4:30 pm. Revenues generated from the turf premium charges will be accumulated by the City in a specially designated fund for the purpose of the eventual replacement of the synthetic turf at the end of its useful life. Replacement of the synthetic turf is the City’s responsibility.

D. The City and District agree to meet at least annually to review fees and charges for the use of these facilities to ensure equity, fairness, parity with the regional market, etc. Any
changes to fees and charges will be reviewed and approved by the City and District respectively.

10. LIABILITY AND INSURANCE

A. The City and District agree to provide each other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

B. The City and District shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

11. HOLD HARMLESS/INDEMNIFICATION:

A. The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the District, its officers, agents, and employees, or any of them, in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the District shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.

B. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the District, and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

C. The parties hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties.
D. The provisions of this Section shall survive any termination or expiration of this Agreement.

12. ASSESSMENT OF JOINT USE OUTCOMES

The City, in consultation with the District, will include the SMP and Elementary Schools Sports Field subsections in an annual report on sports field use, including an assessment of maintenance, scheduling and operational issues.

This annual report will be made available to the City Manager, Superintendent of Schools, the City Parks and Recreation Director, the Mayor and City Council, School Board President and members of the School Board. Copies of this report shall also be made available on the City and District websites, as well as at City and District offices.

13. GENERAL PROVISIONS

A. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

B. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.

C. In the event any party defaults on the performance of any terms of this Agreement or any party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.

D. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.

E. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County.

F. The laws of the State of Washington shall govern this Agreement.

G. The parties agree that this Agreement is consistent with RCW 43.09.210, the "Accountancy Act". The City is receiving adequate consideration from the District in exchange for its payment. The District consideration consists of its transfer of control of the scheduling of the athletic field facilities to the City and allowing additional public use of the facilities.

14. TERMINATION
A. Each party shall have the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement, including without limitation the failure to strictly comply with the obligations set forth in Attachments A and B hereto, by providing thirty (30) days’ advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then the Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties. In the event the District terminates this Agreement following the City’s default, the District shall have no obligation to reimburse the City for any amount.

B. This Agreement may be terminated in whole or in part at any time by either the City or the District prior to its expiration for good cause upon ninety (90) days written notice. Good cause shall include the following items: (1) financial hardship as demonstrated by a City Council or District Board of Directors resolution; and (2) the District’s need to recapture school grounds for school purposes as demonstrated by a District Board of Directors resolution. In the event such termination affects only part of the Agreement (e.g., applicability to the SMP or the Elementary Schools Sports Fields), such termination will not impact the requirements of this Agreement for the remaining element.

C. If the District initiates a termination action pursuant to Section 14(B) above with regard to the SMP, the District shall be obligated at the time of termination to reimburse the City, on an amortized schedule, the value of the improvements implemented as a result of the councilmanic bond program.

This Agreement has been executed in duplicate by the parties hereto and made effective when all parties have fully executed this Agreement.

CITY OF MERCER ISLAND

Richard M. Conrad
City Manager

Dated: 11-13-2009

MERcer ISLAND SCHOOL DISTRICT

Gary Riano
Superintendent

Dated: 10-22-09

APPROVED AS TO FORM:

Katie Knight
City Attorney

APPROVED AS TO FORM:

Denise Stiffarm
Attorney for School District

Page 8 of 13
ATTACHMENT A

AGREEMENT REGARDING MAINTENANCE, OPERATION AND REPAIR OF ELEMENTARY SCHOOL FIELDS AT ISLAND PARK, LAKERIDGE AND WEST MERCER ELEMENTARY SCHOOLS

This attachment defines the division of labors between City of Mercer Island Parks Maintenance staff and Mercer Island School District Grounds Maintenance staff, at the District’s three elementary schools.

1. The City shall undertake and continually employ scheduled turf rehabilitation that, over time, approximately 18 months, will provide the community with improved athletic fields at three (3) public elementary schools on Mercer Island. Turf rehab will be executed by City Park Maintenance staff, using City equipment. The annual cycle of rehabilitation;
   a. Fertilize four (4) times a year with a seasonally adjusted fertilizer blend
   b. Aerification four (4) times a year, core extraction or deep tine as needed
   c. Top Dress two (2) times a year
   d. Re-seed four (4) times a year

The City shall undertake annual spring seasonal preparation of skinned infields at Lakeridge and Island Park and inspect and repair damaged turf at all fields each spring in preparation for scheduled March field use. The City will drag skinned infields regularly (at least once weekly) March through August.

2. City field staff will incorporate District Integrated Pest Management policy (Board Policy 1415) in any and all fertilizer and/or pesticide applications on all district owned properties.

3. The District shall continue to provide mowing, irrigation services, and leaf and debris removal. The City, acknowledging that increased fertilization rates and turf rehabilitation work will likely increase the frequency and importance of some regular maintenance tasks, will assist in this work as needed;
   a. Weekly mowing mid February to mid November and as needed
   b. Irrigation seasonal startup and shutdown, and repairs as needed
   c. Leaf and debris removal as warranted seasonally and as storm response

4. The City reserves the right to limit the use of the elementary fields for purposes of maintenance and for safety of the playing surfaces and will obtain District approval prior to limiting the use of the facilities during the school day. Turf rehabilitation closure dates for each elementary field will be scheduled annually at a January meeting involving the Parks Maintenance Manager for the City and the Director of Maintenance and Operations for the District, or their designees. The approved schedule shall be distributed to all relevant parties in each agency and to the Ballfield User Group by February 15.

5. Communication between City and District field staff shall be open and frequent. Contact lists will be exchanged and updated as needed, and ‘after hours’ contact protocols will be exchanged.
6. District and City maintenance staff will work together to immediately address any safety issues brought to their attention by City or District personnel or facility users. District staff will refer all maintenance inquiries, including scheduling requests, citizen concerns and any other items that are affected by or affect the maintenance of elementary fields, to the Parks Manager in a timely manner, in writing. The Parks Manager will respond, in writing, within three business days.

7. District shall provide a mowing schedule annually, including frequencies and scheduled times for mowing each elementary field, to the Parks Manager.

8. A “Fields Working Group”, consisting of the Parks Operations Superintendent and the Parks Maintenance Manager for the City, and the Director of Maintenance and Operations and the Assistant Director of Maintenance and Operations for the District, will meet not less than once annually, and as needed, to address issues and exchange information.

9. The City will schedule activities on the elementary fields during non-school hours, defined as between 4pm and 10pm weekdays, weekends, and all days during summer break. District activities occurring during these times shall be booked through the City. MISD booking requests for these non-school hours would receive priority per BUG policy.
ATTACHMENT B

AGREEMENT REGARDING SCOPE OF WORK FOR FIELD IMPROVEMENTS AT SOUTH MERCER PLAYFIELDS

The proposed improvements retain the basic footprint of the facility; dugouts, backstops, the central plaza, and parking areas will remain essentially intact.

1. Field #1
   o Synthetic turf infield
     • Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
     • Drainage improvements to support synthetic infield
     • A bid alternative for partially screened bullpen area at end of each dugout.
     • A bid alternative for wireless electronic scoreboard and infrastructure for potential future field improvement phases.
     • A bid alternative for an outfield fence and warning track (field designer to verify all dimensions with users and governing bodies).
     • A bid alternative for installing lights appropriate for athletic field use.

2. Field #2
   o Synthetic turf infield
     • Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
     • Drainage improvements to support synthetic infield
     • A bid alternative for partially screened bullpen areas at end of each dugout
     • A bid alternative for wireless lighted electronic scoreboard

3. Field #3
   o Synthetic turf infield
     • Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
     • Drainage improvements to support synthetic infield
     • A bid alternative for partially screened bullpen areas at end of each dugout
     • A bid alternative for wireless lighted electronic scoreboard

4. Concession stand
   o A bid alternative (and as budget allows) to provide space for concession sales by Mercer Island High School Booster Club (Girls Fastpitch) and Mercer Island Boys & Girls Club
     • Area TBD, options include;
       • All or part of the maintenance room (part of the restroom building)
       • Extend or enlarge restroom building
       • Intent is to be in close proximity to Fields #1, #2, and #3
       • Include power, water and sewer connections
6. **Batting Cages**
   - Batting cage funding is to be funded by a donation to the District by the Boys and Girls Club.
   - Location of the batting cage is to be coordinated as part of this element of the Project.

7. **Additional synthetic turf to support other sports**
   - A bid alternative to install additional synthetic turf, in an area to be determined, to enhance the multi-use aspect of the facility

8. **Fields #1, #2, and #3 Replacement**
   - Working in coordination with the District, the replacement of the sports field artificial turf surfaces shall be the responsibility of the City. A major source of funding for replacement will be derived from a designated account of the City wherein turf premium fees for use of these facilities by all groups have been deposited.
ATTACHMENT C

BALLFIELD USER GROUP MEMBERS

Ballfield User Group members are established organizations whose primary mission is to serve youth and/or adult populations of Mercer Island:

- City of Mercer Island Parks & Recreation Department
- Mercer Island School District
- Mercer Island Boys & Girls Club
- Mercer Island Youth Soccer Association
- Mercer Island Lacrosse Association
- Stroum Jewish Community Center