

**Fourth Extension Agreement to
Interlocal Agreement
Between
The City of Mercer Island and
The Mercer Island School District
Concerning the Operation of the Mary Wayte Pool**

1 PARTIES

This Fourth Extension Agreement (“Fourth Extension Agreement”) is entered into by the City of Mercer Island, a Washington municipal corporation (“City”), and the Mercer Island School District, No. 400, a municipal corporation, King County, Washington (“District”).

2 PURPOSE AND RECITALS

The Interlocal Agreement between the City and District concerning the operations of the Mary Wayte Pool (“Interlocal Agreement”), as amended, currently expires as of December 31, 2024. The City and District desire to further extend the Interlocal Agreement per the terms of this Fourth Extension Agreement. This Fourth Extension Agreement is entered into pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34), to amend the Interlocal Agreement. The interlocal has been extended three times before, first in May 2012 (“First Extension Agreement”), November 2013 (“Second Extension Agreement”), and then in June 2014 (“Third Extension Agreement”).

3 AMENDMENTS TO THE INTERLOCAL AGREEMENT

Section 4.3 of the Interlocal Agreement, deleted in the Third Extension Agreement, will not be reinstated. Sections 4.1 and 4.2 of the Interlocal Agreement, last revised by the Third Extension Agreement, are revised to state:

- 4.1 Annual Facility Management Subsidy. The District by and through this Fourth Extension Agreement reaffirms its ongoing commitment to own, operate, and maintain the Pool. Considering inflation and increasing operational costs, the annual facility management subsidy paid by the City to the District shall be increased to \$172,896.60, payable in twelve monthly payments and adjusted annually based on the Seattle-Tacoma-Bellevue CPI-U for Consumers (hereafter, “CPI”). The City shall pay the annual facility management subsidy in equal monthly payments beginning on January 1, 2025.
- 4.2 In the event: (a) the District’s 2029 Capital levy fails or is not submitted to the voters; (b) a pool system and/or infrastructure failure occurs that cannot be cured from the available funds in the capital reserve account and/or from the 2029 Capital Levy, if approved; or (c) the District can no longer secure the services of a private contractor to operate the Mary Wayte Pool under the terms of the Interlocal Agreement for an annual cost no greater than the facility management subsidy provided in Section 4.1, the parties agree to negotiate a further amendment to the Interlocal Agreement within

30 days following either party's written notice to the other. If the parties are unable to agree on an amendment during this 30-day period, this Interlocal Agreement shall terminate at the election of either party.

Upon termination of the Interlocal Agreement and associated Fourth Extension Agreement, all unencumbered funds in the District's reserve and the Mary Wayte Pool Capital Levy accounts shall remain in or be transferred to the District's capital facilities account, to be applied in such manner as the District shall determine.

4 EFFECTIVE DATE AND TERM

This Fourth Extension Agreement shall be effective from January 1, 2025 (the "Effective Date"), and continue until December 31, 2034, unless otherwise amended or terminated as per the terms of the Interlocal Agreement, as amended by this Fourth Extension Agreement.

5 CONSTRUCTION OF FOURTH EXTENSION AGREEMENT


The express terms of the Fourth Extension Agreement shall control any conflicting terms of the Interlocal Agreement. All other terms of the Interlocal Agreement shall remain in effect during the term of this Fourth Extension Agreement.

The parties signed this Fourth Extension Agreement on the date indicated below.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT

Jessi Bon
City Manager



Dr. Fred Rundle
District Superintendent


Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Bio Park
City Attorney



Erin C.E. Battersby
District Attorney