FACILITY USE AND PROGRAM AGREEMENT
Between the City of Madison and the Madison Metropolitan School District
For the ~~2019-2023~~2024-2028 Calendar Years

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City") and the Madison Metropolitan School District, a school district (hereinafter referred to as "MMSD"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison School & Community Recreation (hereinafter referred to as "MSCR") is a department of MMSD and has had a long relationship with the City to provide recreational programs and services to residents of the City at various City parks and facilities, including the Warner Park Community Recreation Center (WPCRC); and,

WHEREAS, MMSD High School Athletic Departments also have a long standing relationship with the City to provide competitive athletic opportunities to MMSD students, most of whom are City residents, at various City parks and facilities, in addition to at MMSD's own facilities; and,

WHEREAS, MMSD and the City would like to continue their past successful working relationship and enter into a multi-faceted agreement for the non-exclusive use of athletic fields and facilities, permission to provide a pontoon boating experience, and allow MSCR to offer recreational services at WPCRC; and,

WHEREAS, MMSD will pay all maintenance costs and permitting fees as well as provide adequate general liability insurance for MSCR's non-exclusive use of City parkland and facilities.

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

1. Purpose. The purpose of this Facility Use and Program Agreement Between the City of Madison and the Madison Metropolitan School District ("Agreement") is to set forth the agreement between the City and MMSD (collectively the "Parties") regarding MMSD's use, on its own and through MSCR, of various City athletic fields, parks and facilities as detailed herein (the "Facilities") for recreational activities and other community programming.

2. Term and Renewal. The initial term of this Agreement shall be from January 1, ~~2019~~2024 through December 31, ~~2021~~2026. The Parties may renew this Agreement for two additional one-year periods for the ~~2022~~2027 and ~~2023~~2028 calendar years. Renewals shall be on the same terms, unless specifically agreed to by the Parties in writing. No

later than six months before the expiration of any period, the Parties shall meet to discuss renewal terms or, in the last year of this Agreement, a successor to this Agreement.

3. Facility Use Conditions.

A. MSCR's Use of City Parks for Recreational Programs.

(1) Grant and Description of Facilities. City does hereby grant to MSCR the non-exclusive right to use certain City park facilities for MSCR programs and activities, as set forth in this Agreement.

(2) Conditions of Use. By entering into this Agreement, the Parties mutually agree to abide by the Special Terms and Conditions of Use set forth in Attachment A, which terms are incorporated herein.

B. WPCRC.

(1) Grant and Description of Facilities. City does hereby grant to MSCR the non-exclusive right to use WPCRC for MSCR's community programming, and MSCR agrees to perform certain services at WPCRC, as set forth in this Agreement.

(2) Conditions of Use. By entering into this Agreement, the Parties mutually agree to abide by the Scope of Services, Special Terms and Conditions of Use set forth in Attachment B, which terms are incorporated herein.

C. Tenney Park Pontoon Boat Rental Program.

(1) Grant and Description of Facilities. City does hereby grant to MSCR the non-exclusive right to use Tenney Park and the pontoon boat launch area within Tenney Park, as well as other specified parks, for MSCR's pontoon boat rental program, as set forth in this Agreement.

(2) Conditions of Use. By entering into this Agreement, the Parties mutually agree to abide by the Special Terms and Conditions of Use set forth in Attachment C, which terms are incorporated herein.

D. MMSD School Athletic Programs' Use of Park Facilities.

(1) Grant and Description of Facilities. City does hereby grant to MMSD the non-exclusive right to use certain City park facilities as part of its school baseball, softball, soccer, cross-country, tennis and golf athletic programs, as set forth in this Agreement.

(2) Conditions of Use. By entering into this Agreement, the Parties mutually agree to abide by the Special Terms and Conditions of Use set forth in Attachment D, which terms are incorporated herein.

E. Goodman Pool.

(1) Grant and Description of Facilities. City does hereby grant to MMSD the non-exclusive right to use the City's Goodman Pool facility to conduct swim lessons and fitness programming, as set forth in this Agreement.

(2) Conditions of Use. By entering into this Agreement, the Parties mutually agree to abide by the Special Terms and Conditions of Use set forth in Attachment E, which terms are incorporated herein.

~~E.~~F. General Conditions.

(1) Access to Facilities. This Agreement gives MMSD and MSCR the non-exclusive right to use the Facilities for its recreational and community programming. In no case shall the limited grant of rights by this Agreement be interpreted to preclude the City's or the public's access to the Facilities. City may at all times enter in or on the Facilities for the purpose of inspection, maintenance, and repair.

(2) Equipment Storage. MSCR may store equipment for programming at athletic field locations or major camp locations with prior approval of the City. MSCR will submit a list of proposed storage locations at the time of making reservations. Equipment storage locations may be approved by the City, and if so approved, MSCR and City staff will determine specific locations, dates, and any additional requirements associated with the storage (such as string trimming, maintenance, etc.).

~~(2)~~(3) Improvements. All improvements, additions, and betterments made by MMSD or MSCR to the Facilities shall become a part of City property, and therefore a part of the Facilities. MMSD and MSCR, agree, however that it shall not make, construct or install any improvements, additions, betterments or structures of any kind anywhere in Facilities or on adjacent City property without first obtaining the City's written permission. All improvements, additions, or betterments made by MMSD or MSCR shall be made at MMSD or MSCR's own expense unless otherwise agreed upon by both parties and MMSD and MSCR shall obtain any necessary permits and approvals for the improvements.

~~(3)~~(4) Repairs. MMSD and MSCR shall give the City prompt notice of the necessity of repairs and replacements and the City shall have a reasonable time to undertake and complete such repairs and replacements. MMSD and MSCR agree to immediately report to City any damage of City equipment and facilities which pose a threat to health and safety.

~~(4)~~(5) Vacating the Facilities. MMSD and MSCR agree to vacate the Facilities at the end of the term and leave the Facilities in a state of cleanliness and repair to the City's satisfaction. MMSD and MSCR will remove all personal property unless otherwise agreed to by the parties.

~~(5)~~(6) Weapons Prohibition. MMSD shall prohibit, and shall require its contractors and subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performing of work under this Agreement, other than while at MMSD's or its contractor's or subcontractor's own business Facilities. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This requirement does not apply to MMSD's security contractors.

4. Assignability and Subcontracting. MMSD shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by MMSD and employees of MMSD.

5. Status of Parties. It is agreed that MMSD is an independent contractor and not an employee or representative of the City, and that any persons who MMSD, either on its own or through MSCR, utilizes and provides for services under this Agreement are employees of MMSD and are not employees of the City of Madison. It is understood that any obligations of MSCR under this Agreement are the obligations of MMSD, and that any rights granted under this Agreement to MSCR only extend to MMSD's MSCR department operations.

6. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to MMSD the right to use the Facilities for the purposes set forth herein.

7. Indemnification and Insurance.

   A. Indemnification. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

   B. Insurance.

      (1) Required Coverage. MMSD shall obtain and maintain during the term of this Agreement commercial general liability insurance issued by a company or companies authorized to do business in the State of Wisconsin with liability coverage provided for therein in the amount of at least $1,000,000 in the

aggregate for bodily injury, death and property damage. MMSD shall also obtain and maintain during the term of this Agreement an insurance policy covering the following risks to City-owned personal property stored, held or used on the Facilities: fire, extended coverage, vandalism, and malicious mischief.

(2) Proof of Insurance, Approval. MMSD shall provide to the City certificate(s) of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for approval by the City Risk Manager, prior to commencing work under this Agreement. MMSD shall provide the certificate(s) to the City's representative at the time of signing the contract, or sooner. MMSD shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

(3) Notice to City of Changes in Coverage. MMSD and/or its Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

(4) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison
Attention: Risk Manager, Room 406
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

8. Notices. All notices required to be given under the terms of this Agreement shall be personally delivered or sent, postage prepaid, by depositing the same in United States mail addressed as follows:

City: ~~——~~Eric Knepp, Superintendent of Parks
City of Madison Parks Division
~~210 Martin Luther King, Jr. Blvd., Room 104~~
330 E. Lakeside Street
Madison, WI ~~53703~~53715

~~MMSD: Kelly Ruppel~~
~~Chief Financial Officer/Board Secretary~~
MMSD: Michael Hertting, Special Assistant to the Superintendent
~~——~~Madison Metropolitan School District
~~————~~545 West Dayton Street
Madison, WI 53703

MSCR: ~~Jacob Tisue~~
~~MSCR~~Janet Dyer, Executive Director
~~3802 Regent Street~~

Madison Metropolitan School District
328 E. Lakeside
Madison, WI ~~53705~~53715

Either party shall give five (5) days written notice to the other party regarding any changes.

9. Non-Discrimination. In the performance services under this Agreement, MMSD agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. MMSD further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

10. Nondiscrimination Based on Disability. MMSD shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance. "City financial assistance" includes, by definition in Section 39.05(3)(b)4 of the Madison General Ordinances, this Agreement for City land.

    MMSD hereby makes the following assurances: MMSD assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this Agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the MMSD and any subcontractor, with section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

    MMSD may not, in the exercise of its rights under this Agreement, violate the prohibitions in Section 39.05(4), listed below:

    Discriminatory Actions Prohibited: MMSD assures that, in providing any aid, benefit, or service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

    A. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;

    B. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

C. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;

D. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;

E. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;

F. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or

G. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

MMSD shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

11. Default/Termination.

A. In the event MMSD shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to MMSD, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against MMSD, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of MMSD under this Agreement.

B. Notwithstanding paragraph A., above, either Party to this Agreement may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the other Party with thirty (30) days written notice of termination.

12. Binding on Parties; Amendments. This Agreement shall be binding on the Parties hereto, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties hereto unless the same is in writing and is signed by both the Parties or their authorized agents.

13. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or

repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

14. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or MMSD shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or MMSD therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Agreement remain in full force and effect.

17. Agreement Governed by Laws of Wisconsin. This Agreement shall be deemed executed in the City of Madison and in the State of Wisconsin and governed by the laws of the State of Wisconsin.

18. Compliance. MMSD shall comply with all applicable laws and regulations of the City of Madison, County of Dane, State of Wisconsin, U.S. Government, and any other governmental authority having jurisdiction over the Premises.

19. Authority. The Parties represent that they have the authority to enter into this Agreement. The person signing on behalf of MMSD represents and warrants that they have been duly authorized to bind MMSD and sign this Agreement on MMSD's behalf.

20. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.

21. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this

Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.~~This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.~~

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

MADISON METROPOLITAN SCHOOL DISTRICT

~~Kelly Ruppel~~ Michael Hertting, Ph.D. Date
~~CFO/Board Secretary~~

~~Jacob Tisue~~Special Assistant to Superintendent

Janet Dyer Date
~~Exec. Dir.~~ MSCR Executive Director

CITY OF MADISON

~~Paul Soglin~~Satya Rhodes-Conway, Mayor ~~_____~~ Date

Maribeth Witzel-Behl, City Clerk Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director Date

Michael ~~P. May~~Haas, City Attorney_ Date

Eric Veum, Risk Manager Date

Execution of this Agreement by City is approved by the Board of Parks Commissioners on _____, ~~2019~~2023 and authorized by Resolution Enactment No. ~~RES-19-~~_____,RES-__-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, ~~2019.~~

_____.

ATTACHMENT A
MSCR Use of City Parks for Recreational Programs
Special Terms and Conditions of Use

1. Softball and Kickball.

   A. MSCR shall be entitled to the non-exclusive right to use 17 softball diamonds for MSCR's softball and kickball programs.

   B. Summer Program.

      (1) The summer softball and kickball season will commence no earlier than April 15 of each calendar year of this Agreement.

      (2) MSCR shall submit summer program field reservations to the City by February 1 for the ensuing summer in order to receive priority scheduling of diamonds. Reservations submitted by February 1 may only contain as many locations and times as were used in the previous year, unless mutually agreed to by both parties that additional locations and times may be reserved. By April 15, MSCR will notify the City and release the reservations that are no longer needed. Cancelation of reservations after April 15 will be charged a $10 fee per field. Cancelation of reservations after April 30 will be charged a $25 fee per field.

      (3) MSCR's ~~twelve~~sixteen weeks of use for the summer program will include regular scheduled games and any rescheduled rainouts for Olbrich, Goodman and Bowman. At Elver and Warner, games may be scheduled or rescheduled until October 15. Any reservations after October 15 are subject to approval by the Parks Division.

      (4) The following diamonds and period of use are covered by this Agreement:

         (a) Goodman Park: 2 diamonds, 5 nights per week, ~~12~~16 weeks of use

         (b) Bowman Park: 3 diamonds, ~~1 night~~2 nights per week, ~~12~~16 weeks of use

         (c) Olbrich Park: 4 diamonds, 5 nights per week, ~~12~~16 weeks of use

         (d) Elver Park: ~~4~~3 diamonds, ~~5~~4 nights per week, until Oct 15

         (e) Warner Park: ~~4~~2 diamonds, ~~5~~3 nights per week, until Oct 15

   C. Fall Program.

      (1) MSCR shall submit fall program field reservations to the City by August 1 for the ensuing fall in order to receive priority scheduling of diamonds. Reservations submitted by August 1 may only contain locations and times as

were used in the previous year, unless mutually agreed to by both parties that additional locations and times may be reserved. By August 17, MSCR will notify the City and release the reservations that are no longer needed. Cancelation of reservations after August 17 will be charged a $10 fee per field. Cancelation of reservations after August 30 will be charged a $25 fee per field. MSCR is encouraged to enter fall reservations when making summer reservations. This will assist ~~the~~Madison Parks ~~Division~~ in planning for maintenance and other uses at fall locations.

(2) Unless otherwise agreed to, the only diamonds permitted for the fall league are 2 diamonds at Olbrich and 2 diamonds at Goodman, 4 nights per week~~,~~ and 4 diamonds at Elver Park and 4 diamonds at Warner Park, 5 nights per week, with all games ending by October 15.

2. Tennis.

A. Adult Programming. MSCR shall be entitled to the non-exclusive right to use City-owned tennis courts for its adult tennis programming.

B. Youth Programming. MSCR shall be entitled to the non-exclusive right to use City-owned tennis courts for its youth tennis programming. While the Parks Division will take reasonable measures to prevent a conflict in use of the City's tennis facilities between MSCR's youth programming and other parties, this use will ultimately be subject to public reservations and MSCR may need to relocate to other Facilities.

C. Court Reservations. MSCR ~~may~~shall submit tennis court reservations to the City by February 1 for the ensuing year in order to receive priority scheduling of courts. Reservations submitted ~~on~~by February 1 may only contain as many locations and times as were used in the previous year. By ~~April~~May 15, MSCR will notify the City and release the reservations that are no longer needed. Late cancelations may be charged the court fee under Section ~~5.B.~~5.B.

3. Outdoor Programming at Olin Park

A. Parks will allow one designated stall for a canoe and kayak trailer and one designated space on the grass next to the boat storage racks for an equipment trailer at Olin Park boat launch for MSCR outdoor programming including canoeing and kayaking. Any other uses beyond watercraft storage (i.e. organized programs, camps, classes, vending, etc.) are subject to standard Parks fees and permitting requirements.

B. MSCR shall pay the City for use of the parking stall and equipment storage fees as follows:

(1) $200 per year for one designated trailer parking lot stall

(2) $50 per year for one Lake Access Permit fee for vehicle/trailer parked in designated trailer stall

(3) $150 per year for equipment trailer stored on grassy area near boat storage racks.

~~3.~~4. Mobile Rec Programs.

A. MSCR will provide a schedule to Parks by March 31, for summer programming. Parks will provide confirmation of reservation by April 30.

~~4.~~5. Other Activities. MSCR may offer additional adult and youth outdoor leagues and programs in City parks. MSCR will submit seasonal recreation programming plans via MSCR Program Guides to the City. The plans shall provide a listing of the programs to be offered, hours of each program, the location of the programs, the number anticipated to be served by each program and the proposed fees for each program. The plans will be submitted to the Parks Division by January 10 for summer programming, and by June 15 for fall programming.

~~5.~~6. Additional or Expanded Programming Needs. The Parties may agree to additional field and facility use beyond that set forth above, which agreement shall be in writing between the Superintendent of Parks and the Executive Director of MSCR. The City is particularly interested in additional or expanded programming that serves Neighborhood Resource Team areas or neighborhoods with similar demographics.

~~6.~~7. Fees and Payment.

A. The following field prep fees shall be due for each calendar year of this Agreement. Fees include maintenance and use of diamonds, lighting, permits and priority reservations:

(1) Warner and Elver: $~~138~~145 per field/diamond, per day, each year of Agreement.

(2) Olbrich, Goodman & Bowman:

~~2019: $141~~2024: $146 per field/diamond, per day
~~2020: $142~~2025: $147 per field/diamond, per day
~~2021: $143~~2026: $148 per field/diamond, per day
~~2022: $144~~2027: $149 per field/diamond, per day
~~2023: $145~~2028: $150 per field/diamond, per day

Field prep fees may be adjusted upon mutual agreement, in writing, by both Parties for the renewal years of the Agreement. MSCR will not be responsible for fees associated with field prep if another renter uses the field prior to MSCR without the City prepping the field for MSCR use.

B. Tennis/Pickleball. MSCR shall pay a $5.50/court per hour charge for adult ~~tennis~~ programming, or $~~15~~17.50/court per 4-hour court charge. Payment shall be due within 30 days of receipt of invoice. In lieu of a charge for youth tennis or pickleball programming, an annual payment of $500 shall be due by July 31 of each calendar year.

C. Fees for Other Activities, Additional or Expanded Programs. The Parties will agree upon fees due for activities or programs covered by Sections ~~3 and 4 above.~~3 and 4 above. This fee agreement shall be in writing between the Superintendent of Parks and the Executive Director of MSCR.

D. Payment. City will send an invoice at the end of the season for all fees due for that season, with payment due in thirty (30) days. ~~A late payment fee of 12% per annum on any unpaid balance outstanding over thirty (30) days shall apply~~.

~~7.~~8. City Responsibilities. The City agrees that, as a condition of this Agreement, the City shall:

A. Provide the following services:

(1) All pre- and post-season field maintenance. "Field maintenance" shall include edging, filling holes, adding diamond mix to turf-free areas of diamond, leveling, straightening and repair of fence posts, repair of dugouts, over-seeding, top-dressing, sodding, repair or replacement of signage, resetting of mound and base pegs, adding clay to batter's box.

(2) Maintenance of existing lighting systems at Facilities. If lights at any of the City park facilities identified in Sections 1-4 (the "Facilities") require replacement during the term of the Agreement, City has the option to replace lighting or transfer MSCR's game/event to a comparable baseball/softball diamond.

(3) Cleaning and restocking of restrooms.

(4) Cleaning of bleacher and parking lot areas.

(5) Removal of trash from Facilities.

(6) Application of broadleaf herbicides to turf at Facilities according to City policy.

(7) Fertilization, mowing and watering of turf as deemed necessary by City.

(8) Dragging fields prior to first game of day, weather permitting.

(9) Marking fields for play in accordance with standard field marking. If multiple MSCR activities are scheduled for a field on the same day, City agrees to drag and mark field once prior to the beginning of the first MSCR activity. Weather

may prevent or disrupt lining of fields. At Elver and Warner, MSCR may line the fields as well, as set forth below in Sec. ~~8.A.~~8.A.

(10) Application of drying materials as necessary and appropriate as determined by Parks Division. MSCR may apply drying materials only at Elver and Warner as set forth below in Sec. ~~8.A.~~8.A.

(11) Parks will provide, base pegs, home plate and pitching plates.

B. Facility Unavailability. The City will notify MSCR no later than 2:00 p.m. on the day of a scheduled game or event that the Facility cannot be ready for play due to rain or other circumstances beyond the City's control. Notification will consist of ~~updating the City's rainout line, (608) 267-8787. MSCR is responsible for calling the rainout line to get a daily update.~~an email to the user registered in Spotz or similar online field registration program. If the City has not cancelled the game by 2:00 p.m., the game can still be cancelled or stopped by MSCR, or a game or event official.

C. Upon request by MSCR, the City will provide to MSCR within forty-five (45) days of the end of the fall season, a detailed report of City expenses related to MSCR's use of City parkland for the season's adult softball and kickball programs.

~~8.~~9. MSCR Responsibilities. MSCR shall:

A. Provide all bases~~, home and pitching plates~~ necessary for league play and provide MSCR staff with keys to locks and keys to base boxes, light boxes and gates as necessary.

B. Organize all league activities including but not limited to recruiting participants; scheduling games and rainouts; hiring, training and paying umpires and scorekeepers. MSCR will turn off scheduled lights in the event of a rain ~~cancelation~~cancellation.

C. Cease play and not begin any new inning after 11:00 pm.

D. Provide a listing of all additional adult leagues and programs to be offered in facilities managed by City of Madison Parks Division and pay associated fees.

E. Upon request, provide to the City within thirty (30) days of the end of the season a detailed report of the number of players associated with the season's recreational programs. Report shall include, to the extent possible, the number of registrants who are not City residents. ~~In addition, no more than one time during the duration of this Agreement, MSCR shall provide to the City, within thirty (30) days of a request, a detailed report of MSCR's expenses and revenue associated with the recreational programs covered by this Agreement.~~

F. Provide City with MSCR's written policy relating to stopping play because of lightning or other unsafe playing conditions caused by weather.

G. MSCR must follow all park rules, including no driving on grass.

~~9.~~10. Other MSCR ~~Discretionary~~ Activities.

~~A. MSCR Field Management. At Elver and Warner, MSCR may make rainout determinations. MSCR may hand drag and line the fields, if the fields cannot be prepped by the Parks Division or if the Parks Division prep work was impacted due to mid-day rain. MSCR must use their own equipment for these purposes and the City will not provide equipment for these purposes. MSCR may not use any power tools. MSCR may apply drying materials at Elver and Warner, however MSCR must get approval from the Parks Division for the use of drying agents prior to the start of the season. If a field is damaged due to play or preparations caused by MSCR, MSCR games will not be reassigned to a different field.~~

~~B.~~A. Damage Arising from ~~Discretionary~~Other Activities. If damage to a field occurs due to MSCR ~~preparation under this Section, or~~ playing on a field that would otherwise have been closed due to weather, MSCR is responsible for paying for the repairs. Future games will not be rescheduled to other fields while the repairs are conducted and repairs will be made on a timeline established by the City of Madison.

B. Shelters. MSCR may use ~~large~~ shelters in Parks for MSCR ~~summer camps~~programs. Such use shall be charged ~~a fee~~at fifty percent of ~~$50 per day and~~the approved shelter fees for all shelters except Level 1 Picnic Shelters, which shall be free of charge.

C. Use of shelters shall require advance reservations to avoid double bookings. MSCR will not occupy park shelters that they do not have reserved in a manner that prevents the City from renting the shelter to other users and providing daily maintenance/cleaning.

~~C.~~D. MSCR may use ~~large~~ shelters free of charge when the use is for a program that 1) charges no fees; 2) is located in Neighborhood Resources Team areas or neighborhoods with similar demographics; 3) use of the shelter ends, shelter is cleaned up and shelter is vacated by 4 PM daily; and 4) MSCR has notified the City of the use so that the City can remove it from its available shelter inventory.

~~10.~~

E. For use of green spaces MSCR will apply for a “Classes in Parks” Permit.

F. Use of lighting for “Classes in Parks” will be $55 per use

ATTACHMENT B

Scope of Services, Special Terms and Conditions of Use
Warner Park Community Recreation Center Community Programming

1. Community Opportunity. The Warner Park Community Recreation Center (WPCRC) is a gathering place that provides innovative growth and enrichment opportunities for the Madison community and connects people of all ages, races and cultural backgrounds. The affiliation with the Madison Metropolitan School District's Madison School & Community Recreation (MSCR) is an opportunity to maximize resources, expertise, and coordination of citywide recreational services.

2. Services Goal. The goal of this relationship is to provide quality, accessible recreational services that are integrated into the broader recreational system in the City. In that vein, the City and MSCR agree to collaborate to implement the goal by providing the following services:

   A. The City will coordinate the use and scheduling of the WPCRC and assist in developing a recreational plan. The City will also provide office space and storage of equipment for MSCR staff, as approved by the WPCRC Facility Manager.

   B. MSCR will provide its recreational expertise, assistance in developing a recreational plan, management of recreation programs at WPCRC, including a ~~playroom~~, summer camp for youth, support of recreation for ~~middle~~all ages, including but not limited to arts and ~~high school youth~~enrichment, sports, fitness programming, recreational materials and supplies~~.~~, or other recreational programming as mutually determined.

   C. Programming. MSCR will have exclusive use of the WPCRC Pottery Room.

3. Project Activities / Timetable.

   A. Recreation Plan. The City, through its services at the WPCRC, is committed to serving the entire community and is committed to achieving the goals established for the funding of the WPCRC through federal Department of Housing and Urban Development (HUD) and Community Development Block Grant (CDBG) agreements. The Parties wish to continue to attract persons of all economic levels to the WPCRC through the offering of quality recreational and social programs. To meet these mutual objectives, MSCR will work with the City of Madison Parks Division ("Parks Division") to develop an annual Recreation Plan ("Plan") with three program sessions (summer, fall, and winter) for the WPCRC. The Plan shall provide a listing of the programs to be offered, hours of each program, the target population of each program, the number anticipated to be served by each program and the proposed fees for each program. ~~The Plan will also detail how MSCR will support the WPCRC on serving middle and high school youth through structured or unstructured programs.~~ The Plan will meet the needs of a broad range of individuals, including but not limited to individuals of different ages, income groups, and backgrounds. The Parks Division shall approve the Plan, in writing, at least 60 days prior to marketing of classes.

B. MSCR and Parks Division will continue to work collaboratively to provide structured and unstructured programming for youth of all ages.

~~B.~~C. Reporting. MSCR shall provide an annual report of Plan offerings that includes number of participants served, demographic information, scholarships provided, and if participants are City residents or nonresidents. MSCR staff will be available to present an annual report to the Board of Park Commissioners regarding the offerings at WPCRC.

~~C.~~D. Program Coordination. MSCR will work with the Parks Division to coordinate proposed WPCRC programs with other activities at the WPCRC as well as other recreational offerings in the area. MSCR planned recreation programs shall not interfere with the City's ability to rent out the WPCRC in order to produce revenue that is necessary to the facility's continued operation and in order to serve members of the community that are not being served by the Plan.

4. Fiscal and Program Management.

A. Fees. During the term of this Agreement, the City agrees to pay to MSCR the following fees, prior to December 31, subject to City budgetary approval:

~~2019: $13~~2024: $7,000
~~2020: $11~~
2025: $7,000
~~2021: $11~~
2026: $5,000
~~2022: $9~~
2027: $5,000
~~2023: $9~~
2028: $3,000

B. Program Participant Registration and Fee Handling Process. All MSCR programs administered at WPCRC will be posted on MSCR's Class registration software. Persons interested in MSCR programs at WPCRC will submit registration forms and payments on line or by mail, fax or in person to the MSCR Office ~~at 3802 Regent Street~~ for processing. Participants may also drop off registration forms and payment at WPCRC. City staff will ensure that registrations accepted by City staff at the WPCRC front desk are complete, and will forward registration and revenue to MSCR administrative staff at WPCRC. Any registration fees kept at WPCRC must be secured in the safe, for weekly deposits by MSCR staff.

C. ID Cards. WPCRC ID cards are required for all MSCR participants. For participants who do not have a WPCRC ID card, MSCR staff will send appropriate registration forms to those participants with their class confirmations. Participants needing ID cards may obtain ID cards at WPCRC any time before the second class meeting. Class lists will be available at the WPCRC front desk on the first night of MSCR classes so that new patrons may be admitted and/or obtain their ID card on

the first night of class. MSCR will be responsible for all MSCR registrations, fee collection, deposits and accounting as per MMSD policies. City staff shall have primary responsibility for the issuance and collection of fees for ID cards and for checking all patrons, including MSCR class participants, for ID cards at the front desk.

D. Surcharge Fees. A non-resident surcharge fee will be assessed to program participants living outside the City~~.~~ for WPCRC ID card. A non-resident surcharge fee will be assessed to program participants living outside the MMSD for MSCR programs.

E. Reproduction of Printed Material. MSCR shall provide to WPCRC a minimum of ten (10) cases of copy machine paper to offset the cost of reproducing MSCR-related printed material. MSCR agrees to act in good faith by doing as much as possible of its high quality reproduction of printed material at a non-City site.

F. Office Space and Staffing. The City will provide MSCR office space and storage space for necessary program equipment. The office space will include wiring to facilitate computer and phone communication between MSCR administrative offices and WPCRC. A Program Supervisor will be stationed at the WPCRC and will be hired, paid for, and supervised by MSCR.

G. ~~Middle School Socials.~~Youth Special Events. The City agrees to allow usage of WPCRC Facilities for up to four (4) ~~school socials~~youth special events without charge to MSCR for use of space. MSCR staff and volunteers shall clean Facilities to its original condition (approved by Facility Manager or his/her designee) immediately following the event or in the alternative pay a $150 cleaning fee to WPCRC.

H. Kids Day Out. The City agrees to allow usage of WPCRC Facilities for up to seven (7) Kids Day Out events without charge to MSCR. MSCR staff and volunteers shall clean Facilities to its original condition (approved by Facility Manager or his/her designee) immediately following the event or in the alternative pay a $150 cleaning fee to WPCRC.

I. MSCR Training. MSCR shall pay the City $150 per full day for operational maintenance and custodial service to support MSCR use of WPCRC building for MSCR staff training when more than one room is used by MSCR.

J. The City/WPCRC fixed asset or capital equipment budget will not be used for replacement and/or purchase of any equipment or furnishings which would serve to exclusively benefit MMSD/MSCR and/or the programs and/or services they offer at WPCRC.

5. Recreation Program~~.~~

A. MSCR will administer a recreation program at the WPCRC, as outlined in the Recreation Plan. MSCR will support the City's policy relating to identification

(ID) card requirements and WPCRC policies and behavior guidelines as established by the WPCRC Advisory Board and Board of Park Commissioners. The recreation program shall include a full 12-month schedule of activities and a minimum of 3,000 recreational hours. Other components of the recreation program administered by MSCR will include, but not be limited to, the following functions:

(1) Initiate program outreach to North Side Community prior to each session.

(2) Promote scholarship opportunities to participate in programs to the North Side Community and WPCRC members.

(3) Promote MSCR job opportunities, in particular youth opportunities to the North Side Community and WPCRC members.

~~(4) Attendance and participation in all related WPCRC Advisory Committee meetings.~~

~~(5)~~(4) Recruitment, hiring, orientation, training, supervision and evaluation of program leaders and instructors.

~~(6)~~(5) Registration of program participants.

~~(7)~~(6) Processing of program personnel payroll.

~~(8)~~(7) Program evaluation and reporting.

~~(9)~~(8) ~~MSCR shall provide Clerical support at the customer service desk on the two busiest evenings of the first two weeks of each new program session.~~ All MSCR classes in the gym must be finished by 2:00 PM on Mondays to accommodate school early release and youth using the gym.

B. MSCR shall ensure that the approved Recreation Plan is implemented in an efficient and effective manner. MSCR program staff shall communicate to WPCRC any program revisions or modifications.

C. MSCR and City staff at the WPCRC shall meet not less than quarterly on programming, scheduling and participation issues. In the event that any such issues remain unresolved beyond the intra-building meeting stage, a formal joint referral of the issue(s) shall be made to the Executive Director of MSCR and the Park Superintendent or their designees for resolution.

6. ~~Child Care and~~ Camps~~.~~

~~A. MSCR shall provide child care in the WPCRC playroom and shall utilize various areas of WPCRC for a MSCR summer camp for youth, following MSCR youth program and operational policies.~~

~~B. The City shall reimburse MSCR for playroom staff salaries for open playroom hours up to a maximum of two thousand five hundred dollars ($2,500). Playroom expenses shall include materials, supplies, and staff salaries. MSCR shall provide materials and supplies for open playroom hours and the City shall provide capital equipment as needed for the playroom. MSCR shall provide quarterly reports regarding the use of the playroom including cost incurred for payment. Management and use of the playroom will be reviewed annually by MSCR. Playroom revenue will be collected by City staff.~~

~~C.~~A. The City recognizes the value of quality summer programs in the Warner Park area and supports MSCR providing this service. To accomplish this, MSCR agrees to be primary and City will assist with the completion of the following tasks during camp:

(1) Cleaning all tables and chairs prior to "tearing down" after each day's activities.

(2) Keeping the childcare room and the infant room neat and orderly.

(3) Cleaning all tables and chairs in the dry craft room, when used for camp activities.

(4) Wiping down all stainless steel counters and tables in the kitchen, when used for camp activities.

(5) Wiping down the stovetop when used for camp activities.

(6) Ensuring main hallway is free of children's belongings i.e. backpacks, lunch boxes, arts and crafts, etc., upon conclusion of daily program.

~~(7) Sweeping and mopping the kitchen floor after camp activities at end of each camp day.~~

~~(8) Sweeping and mopping the dry craft room after camp activities at end of each camp day.~~

(7) MSCR shall clean Facilities that are used during camp to the original condition (approved by Facility Manager or his/her designee) immediately following the camp.

~~(9)~~(8) MSCR will supply to WPCRC an agreed upon amount of paper towel, toilet paper, hand soap and trash can liners to be used by camp participants.

~~D.~~B. City agrees to be primary and MSCR shall assist in the completion of the following tasks during camp:

(1) Setting out tables and chairs for each day's activities.

(2) "Tearing down" all tables and chairs prior to 4:00 p.m. each day when the space is needed for other classes or rentals.

(3) Providing necessary waste receptacles for camp activities.

~~(4) Picking up and sweeping of tarps at 4:00 p.m. each day, if needed.~~

~~(5)~~(4) Cleaning ~~day care~~the Playroom bathroom daily.

C. MSCR staff are permitted to remain 30 minutes past the program end time for clean up.

7. Marketing. MSCR shall market all MSCR programs at the WPCRC in coordination with the Parks Division and subject to Parks Division review prior to release. All marketing efforts will include the information that WPCRC programs are a joint effort of the City of Madison and MSCR. MSCR will include the City of Madison/WPCRC logo in all of its publicity related to programs offered at the WPCRC.

8. Program Reports and Oversight.

A. MSCR shall submit to the Facility Manager program reports upon completion of each seasonal session. MSCR shall also submit detailed seasonal attendance reports to the Facility Manager for inclusion in the monthly administrative report submitted by the Facility Manager to the ~~WPCRC Advisory Committee.~~Board of Park Commissioners or its subcommittee. Dates for submission of the monthly reports are established annually by the WPCRC Facility Manager.

B. ~~WPCRC Advisory Committee of the~~The Board of Park Commissioners and the Madison Common Council has oversight of WPCRC operations. The Board of Park Commissioners, through the Parks Division, shall review the recreational program and offerings at the WPCRC. The Madison Metropolitan School District Board oversees MSCR and the recreational offerings at the WPCRC~~. The WPCRC Advisory Committee shall include one (1) MSCR representative position.~~

ATTACHMENT C
Special Terms and Conditions of Use
Tenney Park Pontoon Boat Rental Program

1. Purpose. The purpose of this Agreement as it relates to MSCR's Pontoon Boat Rental Program at Tenney Park is to permit MSCR to provide a pontoon boating experience to, in order of priority, people with disabilities, individuals and groups from Neighborhood Resource Team areas or neighborhoods with similar demographics, people who represent racially diverse and/or low income groups and individuals that have traditionally not accessed the lake for boating, nonprofit groups or organizations, non-disabled ~~seniors~~senior, and other members of the general public.

2. Scope of Services. Parties will perform the services as follows:

   A. MSCR shall be responsible for: (1) purchase, licensing, operation, maintenance, repair and storage of the boats; (2) maintenance and operation of the fuel tanks, including meeting any associated safety requirements; (3) insurance covering the program's operations and boats; and (4) promotion, scheduling and management of the daily operations of the Pontoon Boats. Rental fees will be established yearly by MSCR and MSCR shall retain 100% of the program revenue to cover operating expenses. MSCR is responsible for all telephone, fax and other related costs for the program. In addition, MSCR owns and maintains the larger boat rental shed at Tenney Park ~~and agrees to clean the building in the spring of 2019 to remove any mold or mildew from the building.~~. MSCR also owns and agrees to maintain the shade structure in the boat rental area, along with the wooden slip barriers installed on the concrete piers.

   B. City shall be responsible for the maintenance of the physical facilities at the pontoon boat launch site area within Tenney Park, including, except as noted in Sub. A above, the concrete piers, fences, concrete and asphalt. City shall also provide to MSCR and maintain storage facilities at Tenney Park for MSCR's pontoon boats and their equipment, within the fenced pontoon boat launch site. City owns and maintains the smaller boat rental shed at Tenney Park ~~and agrees to clean the building in the spring of 2019 to remove any mold or mildew from the building~~. City is responsible for electricity, natural gas, water and sewer utilities for the facility.

   ~~C. Flooding in the summer of 2018 has caused damage at Tenney Park that may impact operations for the 2019 season and possibly longer. The extent of damages and a plan for repair has not been established at the signing of this Agreement. If necessary, MSCR and the City will work together to develop a temporary plan for operation at Tenney Park. It is the intent to allow a pontoon program at Tenney Park. MSCR will be responsible for providing, at their own expense, any temporary set up necessary to operate. This may include a trailer system. Plans for temporary operations must be approved by the City prior to installation.~~

~~D.~~C. City shall be responsible for meeting fire safety requirements at the boat rental site, including providing a fire extinguisher on site and notification of any flammable materials. MSCR is responsible for meeting any fire safety requirements on its pontoons.

D. City and MSCR will meet twice per year, once prior to the start of the boating season, and once after the close of the boating season, to review the status and condition of the facilities.

3. Improvements. MSCR may make improvements to the Tenney Park Pontoon Boat Rental location as follows:

   A. Approval Process. Prior to making any improvements to the Tenney Park Pontoon Boat Rental location, MSCR must notify the Parks Superintendent, or designee. Depending on the nature of the improvement, it may require separate historic preservation review, and Department of Natural Resources and/or Board of Park Commissioners approval. MSCR shall obtain any necessary permits and approvals for the improvements. All costs for the improvements are the responsibility of MSCR.

   B. Donation and Acceptance of Improvements. Once constructed, MSCR shall notify the Parks Superintendent, or designee, who shall have the improvement inspected. If the Parks Superintendent, or designee, is satisfied that the improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the improvement, which will be considered a donation by MSCR to the City.

4. Additional Pick Up/Drop Off Locations. City authorizes MSCR to use the following parks to pick up and drop off patrons for its pontoon boat rental program:

   ~~Law Park (pier closest to Machinery Row only)~~
   Olin Park
   ~~Spring Harbor Park~~
   Warner Park
   Olbrich Park

   MSCR may use these additional sites on one day each week. By mutual agreement in writing, locations can be modified. Special events have priority at locations. If a special event has reserved and been permitted to use a park, MSCR may not use the location~~. Law Park is only permitted for the 2019 and 2020 seasons unless mutually agreed to in writing to extend the term.~~..

5. Facility Fees. MSCR shall pay to the City the following annual facility fees for the use of Tenney Park~~–~~, which includes the vending permit and the additional pickup/drop off locations~~, which fees include vending permit fees~~, for its pontoon rental program:

   ~~2019: $4,500~~
   ~~2020: $4,650~~

~~2021: $4,808~~
~~2022: $4,973~~
~~2023:~~ 2024 $5,~~140~~269
2025 $5,400
2026 $5,535
2027 $5,674
2028 $5,815

6. Voucher Program. The City and MSCR shall create a voucher program to encourage greater availability of the pontoon boat rental program to underserved groups. Facility fees may be reduced by $5 for each voucher used, up to ~~300~~400 vouchers annually. Vouchers counted for the reduced fees include those used by individuals and groups from Neighborhood Resource Team areas or neighborhoods with similar demographics, by people with disabilities, and others who represent racially diverse and/or low income groups and individuals that have traditionally not accessed the lake for boating. If mutually agreed upon, the City and MSCR may make changes to the determination for eligibility requirements for the voucher program. MSCR is encouraged to provide additional vouchers as they see fit to support community access to the pontoon program.~~.~~

7. Operational Season. The season for operation at the facility will be from May 1 to September 30, weather permitting.

8. Operators. Operators and first mates of the boat must be certified through completion of an approved boating safety class. All boat operators must be trained on the boat without renters aboard prior to serving as a driver in the program. One of the operators must be 18 years of age or older. *First Mates must be 14 years of age or older and may pilot the boat only in emergency situations.*

9. Safety. Safety decisions during a trip are to be determined by the boat operator following safety guidelines established by the US Coast Guard Auxiliary. In addition, MSCR agrees to the following:

    A. Group size limit for each boat is 15 individuals, and no more than 5 individuals may ride while sitting in wheelchairs on the boat at any one time. Renter must provide adequate supervision to cover emergency situations.

    B. Approved personal floatation devices must be available for each participant and are recommended to be worn during boat operation.

    C. Individuals riding in wheelchairs are recommended to be secured to the floor of the boat with tie-downs provided. It is also recommended these same individuals remove their lap belts and trays.

10. Renter Liability. The renter shall be responsible for property damage and/or personal injury or death caused by passenger acts or negligence. It is recommended the renter carry liability insurance. Renter is responsible for supervision of each member of his or her

group, and shall provide adequate supervision, taking into account the ages and needs of the group.

~~11.~~ Reporting. MSCR shall annually make a report to the City of the number of rides provided overall under the program, including by location. Reporting should also include the number of voucher rides, and ridership by resident vs. non-residents. In addition, no more than one time during the duration of this Agreement, MSCR shall provide to the City, within thirty (30) days of a request, a detailed report of MSCR's expenses and revenue associated with the Tenney Pontoon Park Boat Rental.

11.

ATTACHMENT D
MMSD School Athletic Programs' Use of Park Facilities
Special Terms and Conditions of Use

1. Facilities. MMSD shall be entitled to the non-exclusive right to use the following City park facilities (the "Facilities") for its school athletic programs, which list may be updated or amended upon the written agreement of the Parties:

   A. Baseball. The baseball diamonds at the following locations:

      (1) Bowman Park.

      (2) Warner Park.

   B. Cross-Country. The cross-country courses at the following locations:

      (1) Warner Park.

      (2) Elver Park.

      (3) Yahara Hills Golf Course.

      (4) The Glen Golf Park

   C. Golf. All currently operating City golf courses.

   D. Soccer. The soccer fields at the following locations:

      (1) Elver Park.

      (2) Quann Park.

      (3) Rennebohm Park.

      (4) Warner Park: 4 soccer fields.

   E. Softball.

      (1) Bowman Park: 3 softball diamonds.

      (2) Demetral Park: 4 softball diamonds.

      (3) Elver Park: 4 softball diamonds.

      (4) Goodman Park: 2 softball diamonds.

      (5) Olbrich Park: 4 softball diamonds.

(6) Warner Park: 4 softball diamonds.

F. Tennis.

(1) Reindahl Park.

(2) Rennebohm Park.

(3) Quann Park.

2. Fees; Payment.

A. Activity Fees. MMSD shall pay the following fees for use of the City's Facilities:

(1) Baseball.

(a) Bowman Park: No fees shall be imposed for the use of City Facilities by MMSD under this Agreement for fields that are used and paid for by MSCR. MMSD will pay the same rate as MSCR pays for Bowman softball for fields they are solely using for games. MSCR will not pay a fee for practices for fields they are solely using for that purpose.

(b) Warner Park: $~~251.18~~300.00 per game.

(2) Cross-Country. Fees shall be determined by the MMSD Athletic Director and the Parks Superintendent prior to use of the City's Facilities.

(3) Golf.

(a) Greens Fees. Fees shall be based upon each 9 hole round played by participants. The rate shall be as follows:

1. Weekdays: $~~7.50~~9.00.

2. Weekends (prior to Memorial Day and after Sept. 30): $12.50.

3. Weekends (from Memorial Day weekend through Sept. 30): $15.00.

(b) Course Set-Up Charge. If MMSD wishes to have the golf courses specially set up for play, a $75 course set-up charge shall apply.

(4) Soccer.

(a) Warner Park: ~~$156.40 per game on a standard field and $189.57 per game on a multi-use field~~Rates as approved by Board of Park Commissioners.

(b) Other fields: Fees shall be determined by the MMSD Athletic Director and the Parks Superintendent prior to use of the City's Facilities.

(5) Softball. No fees shall be imposed for the use of City Facilities by MMSD under this Agreement for fields that are used and paid for by MSCR. MMSD will pay the same rate as MSCR for fields they are solely using for games. MSCR will not pay a fee for practices for fields they are solely using for that purpose.

(6) Tennis.

(a) Annual Fee: In lieu of a charge for MMSD practice tennis, MMSD shall pay an annual amount of $500 to the City for use of its Facilities for tennis. This payment shall be included on the invoice prepared on or around June 15.

(b) Quann Park (special events): $5.50 per court/hour or $~~15~~17.50 per court/4 hours for special events.

B. Additional Fees. The following additional fees apply to the use of the Facilities:

(1) Lighting. If lighting is used for baseball or soccer at any of the Facilities, MMSD shall pay $15.00 per quarter hour of use.

(2) Labor. If City labor is necessary for clean-up or extra preparation of the Facilities, MMSD shall pay the City $50.00 per hour for this work. The labor fee ~~will~~may be adjusted by the City annually, based on the City's current labor contract with its employees.

C. Payment. City shall bill MMSD at the end of each scholastic athletic season for usage of the Facilities for that season. Invoices shall be prepared on or around June 15 and December 1 and sent to MMSD. MMSD shall remit payment within thirty (30) days of receiving invoices. City may charge a late payment fee of 12% per annum on unpaid balance outstanding over thirty (30) days.

3. Additional Program Specific Regulations.

A. Cross-Country Regulations.

(1) No meets or practice will be permitted without proper authorizations from the Parks Division.

(2) Specific meet particulars are to be provided to City golf course officials sixty (60) days in advance of any scheduled meet. This will allow planning for course reservations and other specialized preparation.

(3) All meet running areas are to be approved by the City golf course professional and/or officials from the City Parks Division. These areas will

be established to provide for maximum safety to golfers, park users and running participants.

(4) Host school officials are to provide supervisory control of meets as spelled out by golf course staff officials. This will include particular emphasis on off-limit areas for pre-meet activity and satisfied clubhouse (locker room) supervision.

(5) Monona Golf Course. Only dual and triangular meets are permitted.

B. Golf Regulations.

(1) Participating schools must file a usage report and a proposed schedule for the spring season no later than March 31 and no later than June 30 for the fall season.

(2) Confirmation of golf matches must occur at least 2 weeks prior to the match to ensure availability. Any matches that occur without the 2 week confirmation are subject to an additional $1.50 per nine hole round charge from the rates in section ~~2.A(3)(a)~~2.A(3)(a) above.

(3) Players must be accompanied on the course at all times by a coach. For all matches, invitationals, sectionals, and regionals, coaches are to monitor all players on the course.

(4) This program is limited to the MMSD school year, or as otherwise agreed to by MMSD and the City.

(5) Leagues and Events will have priority of reservation time.

(6) Practice days and times will be restricted to two nights per week per school. There is no practice on match nights. Invitationals, sectionals, and regionals must be approved by Parks staff prior to scheduling.

(7) All payments for Golf will be made directly to Parks staff at the courses. These payments are due in full within 45 days at the conclusion of each school's season. If payment is not received within this timeframe no future season bookings will be permitted for that school and any rounds played by that school will be charged at two times (2X) the rates in section ~~2.A(3)(a)~~2.A(3)(a) above.

C. Tennis. MMSD will send the City a reservation list for practices so that the City is aware of the usage of its tennis Facilities. While the Parks Division will take reasonable measures to prevent a conflict in use of the City's tennis facilities between MMSD and other parties, MMSD's use will ultimately be subject to private reservations and MMSD may need to relocate to other Facilities.

4. City Responsibilities. The City agrees that, as a condition of this Agreement, the City shall:

A. Provide the following services:

(1) All pre- and post-season field maintenance. "Field maintenance" shall include edging, filling holes, adding diamond mix to turf-free areas of diamond, leveling, straightening and repair of fence posts, repair of dugouts, over-seeding, top-dressing, sodding, repair or replacement of signage, resetting of mound and base pegs, adding clay to batter's box.

(2) Maintenance of existing lighting systems at Facilities. If lights require replacement during the term of the Agreement, City has the option to replace lighting or transfer MMSD's game/event to a comparable park facility.

(3) Cleaning and restocking of restrooms.

(4) Cleaning of bleacher and parking lot areas.

(5) Removal of trash from Facilities.

(6) Application of broadleaf herbicides to turf at Facilities according to City policy.

(7) Fertilization, mowing and watering of turf as deemed necessary by City.

(8) Dragging fields prior to first game of day.

(9) Marking fields for play in accordance with standard field marking, weather permitting. If multiple MMSD activities are scheduled for a field on the same day, City agrees to drag and mark field once prior to the beginning of the first MMSD activity.

(10) Application of drying materials as necessary and appropriate as determined by Parks Division.

B. Facility Scheduling. City will notify MMSD of spring Facility availability by January 15 and fall Facility availability by June 15. City will notify MMSD by March 1 of confirmation of scheduling of Facilities for spring programs, and by August 1 for fall programs.

C. Facility Unavailability. The City will notify MMSD no later than 2:00 p.m. on the day of a scheduled game or event that the Facility cannot be ready for play due to rain or other circumstances beyond the City's control. Notification will consist of ~~updating~~an email to the ~~City's rainout line, (608) 267-8787. MMSD is responsible for calling the rainout line to get a daily update~~user registered in Spotz or similar online field registration program. If the City has not cancelled the game by 2:00 p.m., the game can still be cancelled or stopped by MMSD, a game or event official.

D. Restroom Operation Schedule. City shall provide MMSD with its annual restroom open and closure schedule once prepared.

5. MMSD Responsibilities.

A. Scheduling. MMSD shall submit Facility reservation requests and programming schedules to the City by May 1 for the fall athletic season and January 1 for the spring athletic season in order to receive priority scheduling of Facilities.

B. Baseball and Softball. MMSD shall be responsible for providing all bases necessary for softball and baseball games and provide MMSD coaches with a key to base storage box as necessary. MMSD agrees to cease play and not begin any new baseball or softball inning by 11:00 p.m.

C. MMSD shall organize all school athletic program activities at City Facilities, including, but not limited to, scheduling games and rainouts; hiring, training and paying umpires and scorekeepers.

D. MMSD shall provide the City with MMSD's written policy relating to stopping play because of lightning or other unsafe playing conditions caused by weather.

E. MMSD shall contract and assume all costs of portable toilets for locations in which restrooms are not available (Yahara Golf) or during interim times when seasonal restrooms are not activated (Olbrich ball diamonds, Warner soccer and baseball, etc.).

F. MMSD shall advise interscholastic booster clubs or other affiliated organizations that propose to sell food and/or non-food products at the City's Facilities that the clubs or organizations will be responsible for securing appropriate permits from Public Health and the Parks Division prior to any event, and will be responsible for payment of all fees for those permits.

G. Any amplified sound shall remain at a moderate level and not exceed a PA1 level of 75 decibels at 150 feet from the source.

H. Prior to beginning use of City Facilities in the spring season, MMSD shall receive written approval from Parks Division staff that field/court conditions are ready for play.

ATTACHMENT E
Goodman Pool: Swimming Lessons and Fitness Programming
Special Terms and Conditions of Use
~~**Attachment E**: Goodman Pool Swimming Lessons~~

MSCR is authorized to offer swimming lessons and aquatic fitness programming ~~s~~at the City's Goodman Community Pool, subject to the special terms and conditions of use as set forth in this Agreement: ~~under the parameters set forth in this agreement.~~

1. Schedule of Operations.

    a. Parks will establish a pool-use schedule that designates time and space for current user groups, including Opening Day Celebration, Goodman Waves practices and Meets, McFarland Sharks Swim Team, All City Aquatic Event, and Community Groups.

    b. MSCR will provide information on the level of service expected to be provided the following summer by December 15 of the prior year to help inform the pool schedule.

    c. Parties will determine a mutually agreeable schedule for pre-season training.

    d. Parties will work together to determine pool availability for MSCR lessons in a manner that does not impact existing user groups and optimizes open and lap swim times to the public.

    e. MSCR will develop lessons and programs in accordance with Red Cross Standards.

2. Public Communication Plan.

    a. Parties will work to develop consistent communication to the public, including a press release and MSCR Summer Program Guide.

    b. MSCR will publish a schedule for lessons.

    c. Parks will provide links on the Goodman Pool website directing interested customers to MSCR's registration process.

3. Responsibilities of MSCR

    a. Complete administration of lessons program, including publishing program availability, gathering registrations, communications with participants, evaluating progression to next level, and all other associated duties.

    b. All instructors will be employees of MSCR, and MSCR will be responsible for any compensation to these individuals as a result of their duties as swim instructors.

c. Ensure all instructors have necessary certifications and training for conducting training per pertinent Red Cross, ATCP and any other requirements, including regular in-service training throughout the season.

d. MSCR Staff will be trained on all safety procedures adopted by the Goodman Community Pool.

e. MSCR will ensure participants are adhering to Goodman Pool Behavior Policies.

f. Perform any set-up, takedown or clean-up required for lessons.

g. Notify Parks staff of any change in schedule and coordinate the release of lanes when they are no longer needed.

h. Grant space in the MSCR Summer Program Guide for the Parks to advertise the Goodman Pool and Goodman Waves Swim and Dive Team at a value equivalent to the Parks' contribution to MSCR's fundraising events, not to exceed $1,000.

4. Responsibilities of Parks.

a. Scheduling of overall pool facility, including incorporating agreed upon schedule for MSCR programs.

b. Maintain facility in safe and orderly condition in compliance with ATCP regulations.

c. Establish staffing plan and provide lifeguard and other required staff to monitor water safety as required by ATCP standards.

d. Monitor pool and weather conditions, and determine open/close requirements, and communicate any modifications to schedule to designated MSCR staff.

e. Monitor and enforce Goodman Pool Behavior Policy for all patrons using the pool.

5. Evaluation of Program.

a. By November 1, MSCR will provide a report to Parks that includes a description of programs provided, number of children and number of adults who participated, demographic information, scholarships provided, and if participants are MMSD residents or nonresidents, along with photos and comments from participants, if available. MSCR and Parks staff will evaluate the benefits and challenges and determine recommendations for continuing the partnership.

6. Fees Related to Program.

a. MSCR will collect registration fees from participants.

b. MSCR will pay a pool rental fee to the City of Madison as follows:

2024 - $12,000
2025 - $10,000
2026 - $10,000
2027 - $8,000
2028 - $8,000