

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AGENDA STATEMENT**


No. 8a

MEETING OF: August 14, 2024

Item Title: MOA between Ketchikan Gateway Borough School District (KGBSD) and Ketchikan Gateway Borough (KGB)

CONSENT CALENDAR:	Reviewed by:
Motion to approve the MOA between KGBSD and KGB	<input checked="" type="checkbox"/> Superintendent <input checked="" type="checkbox"/> Finance

SUBMITTED BY Daniel Schuler, Business Manager, 907 247 2116

SUBMITTED FOR APPROVAL: 
Superintendent

SUMMARY STATEMENT: KGBSD and KGB have had a long-standing relationship that exists to maintain and improve existing KGBSD facilities. This MOA is for work to be performed at Houghtaling Elementary School (gym floor) and Ketchikan High School (auditorium stage rigging).

ISSUE & BACKGROUND: KGBSD is the oversight authority for school district facilities and property owned by the Ketchikan Gateway Borough as well as the regular maintenance and building repairs that do not rise to the level of major maintenance. It is imperative that any facilities projects under the umbrella of KGBSD have parameters with KGB reduced to writing.

RECOMMENDATION:

Approval of the MOA between KGBSD and KGB for the FY2024-2025 as the intent is for both projects to be completed during this fiscal year.

FISCAL NOTE*: Estimated to be \$560,000 (will be paid for from CIP funds from KGB)

ATTACHMENTS

- MOA agreement approved by the KGB Assembly at their August 5th, 2024 meeting

RECOMMENDED ACTION (If not approved in the Consent Calendar)

“I hereby move that the Board of Education approve the MOA between KGBSD and KGB for FY2024-2025 projects at both Houghtaling Elementary School and Ketchikan High School.”

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND
FUNDING FOR REPLACEMENT OF THE HIGH SCHOOL STAGE RIGGING AND
HOUGHTALING ELEMENTARY SCHOOL VINYL GYMNASIUM FLOORING**

This Agreement is made by and between the Ketchikan Gateway Borough (Borough) and the Ketchikan Gateway Borough School District (School District).

RECITALS

WHEREAS, the existing stage rigging in the Ketchikan High School Auditorium is more than 20 years old; and

- A. WHEREAS**, the operability of the existing stage rigging has been increasingly less dependable and requiring far more maintenance needs; and
- B. WHEREAS**, the equipment has become a safety concern; and
- C. WHEREAS**, the cost to replace the stage rigging system is estimated at \$500,000; and
- D. WHEREAS**, the vinyl flooring at Houghtaling Elementary School is 25 years old and past its useful life; and
- E. WHEREAS**, the welding has begun failing and becoming a safety concern; and
- F. WHEREAS**, the cost to replace the vinyl flooring is estimated at \$60,000; and
- G. WHEREAS**, The School District and Borough find the projects to be of benefit to the residents of the Borough School District; and
- H. WHEREAS**, AS 14.11.135(1) defines a school construction project to include "major rehabilitation of an existing school;" thus, the project constitutes a school construction project for purposes of Title 14 of the Alaska Statutes; and
- I. WHEREAS**, AS 14.14.060(f) calls for the Borough Assembly, through the Borough Manager, to provide for all major rehabilitation, all construction and major repair of school buildings; and
- J. WHEREAS**, AS 14.14.060(i) authorizes the Borough Assembly and the School Board to agree to alter the assignment of responsibilities under AS 14.14.060(e) and (f).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. PURPOSE:

This Memorandum of Agreement outlines the terms under which the Borough agrees to authorize the School District to manage all aspects of the High School Auditorium Stage Rigging Replacement and Houghtaling Elementary School Vinyl Gymnasium Floor Replacement Projects for which the School District is designated as having primary responsibility.

The proposed agreement between the Borough and the School District describes the scope of the project as follows:

Work will consist of a full replacement of the High School Auditorium stage rigging system; and removal and replacement of the 25-year-old rolled vinyl flooring in the Houghtaling Elementary School Gymnasium, with new rolled vinyl flooring.

SECTION 2. AGREEMENT EFFECTIVE DATE:

This Agreement shall be effective upon the execution of this Agreement by the Manager of the Borough and the Superintendent of the School District.

SECTION 3. AGREEMENT TERMINATION DATE:

This Agreement shall be terminated upon completion of the project.

SECTION 4. LIMITATIONS ON SCOPE:

The parties recognize that the Borough has the authority and duty to provide for all major rehabilitation, construction, and major repair of school buildings, but that the Borough Assembly and the Borough School Board may reallocate the duties imposed under AS 14.14.060(f) and Section 2.35.080(a) of the Borough Code by this Agreement. The parties agree that the project is a major rehabilitation, construction or major repair project.

Further, the parties desire that such delegation of authority and duty be given to the School District for the project listed above. This delegation is strictly limited to the project listed, and that the division of the responsibility and authority for all other major rehabilitation, construction and major repair projects will remain as provided in AS 14.14.060 and KGB Code 2.35.070 – 2.35.080.

SECTION 5. RESPONSIBILITIES OF THE DISTRICT:

The School District shall:

- a) Establish design criteria for the project for which the School District has primary authority under this agreement;
- b) Engage design professionals as necessary;
- c) Supervise the design of the project;
- d) Consult with the Borough when selecting the methodology to accomplish the project;
- e) Engage construction contractors as necessary;
- f) Supervise the construction of the project;
- g) Provide for administration of monies that fund the projects;

- h) Comply with the terms of all laws governing the expenditure of funds including, but not limited to, the provisions in Titles 14 and 36 of the Alaska Statute;
- i) Provide the Borough with a copy of all design and procurement records relating to the projects listed in this Agreement.

SECTION 6. TERMINATION:

This agreement may be terminated by either party for any reason, prior to its expiration date on ninety days written notice to the other party provided to the following:

Ketchikan Gateway Borough
Ruben Duran
Borough Manager
1900 First Avenue, Suite 210
Ketchikan, Alaska 99901

Ketchikan Gateway Borough
School District
Michael Robbins, Superintendent
333 Schoenbar Road
Ketchikan, Alaska 99901

SECTION 7. SUPERSEDING EFFECT

To the extent that this Agreement conflicts with prior agreements between the School District and the Borough, this agreement supersedes those other agreements and the provisions of this Agreement shall apply to the conflicting terms.

SECTION 8. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Borough and the School District as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the Borough and the School District, its successors, executors, administrators, assigns and legal representatives.

DATED the day and year last written below.

Date: _____

Ketchikan Gateway Borough

By: _____
Ruben Duran
Manager

Attest

By: _____
Kacie Paxton
Borough Clerk

Certified Funds Available

By: _____
Charlanne Thomas
Finance Director

Approved as to Form

By: _____
Glenn Brown
Borough Attorney

Ketchikan Gateway
Borough School District

Date: _____

By: _____
Michael Robbins
Superintendent