

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AGENDA STATEMENT**

No. 11 a

MEETING OF July 13, 2022

Reviewed By

Item Title:

NEW BUSINESS

Motion to approve an MOA with Ketchikan Gateway Borough
for the Ketchikan High School Auditorium
Audio System Upgrades Project.

Superintendent
 Finance
 Maintenance

SUBMITTED BY Michael Robbins, Superintendent

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Michael Robbins 225-2118
Name Phone



Superintendent

SUMMARY STATEMENT:

Administration is seeking approval of an MOA with Ketchikan Gateway Borough regarding funding and management of the Ketchikan High School Auditorium Audio Upgrades project.

ISSUE: In accordance with Alaska Statute and Borough code related to school construction projects, capital improvement projects and/or major building repairs on school facilities are conducted in close collaboration and mutual agreement between Ketchikan Gateway Borough School District and Ketchikan Gateway Borough with defined roles and responsibilities. Projects in excess of \$50,000 are funded by the Ketchikan Gateway Borough and must be dually approved.

BACKGROUND: This Memorandum of Agreement outlines the terms under which the Borough agrees to authorize the School District to manage all aspects of Ketchikan High School Auditorium Audio System Upgrades Project 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 under the contract shall include reviewing existing conditions; providing material and equipment submittals including all structural criteria and electrical drawings sufficient to secure a City of Ketchikan Building Permit, and purchasing, acquiring, shipping, delivery, and staging all identified components, labor, tools, materials, and other appurtenances, thereto necessary to install a professional sound system in the auditorium at the Ketchikan High School.

RECOMMENDATION:

Approval of the MOA with Ketchikan Gateway Borough regarding funding and management of the Ketchikan High School Auditorium Audio Upgrades project.

FISCAL NOTE*

<input checked="" type="checkbox"/> N/A	EXPENDITURE	AMOUNT
	REQUIRED \$	AVAILABLE \$

EXHIBITS ATTACHED

- Memorandum of Agreement Regarding Funding and Management of the Ketchikan High School Auditorium Audio Upgrades project

RECOMMENDED ACTION:

“I move that the Board of Education approve the MOA with Ketchikan Gateway Borough regarding the Funding and Management of the Ketchikan High School Auditorium Audio Upgrades Project as presented.”

**AGREEMENT REGARDING FUNDING AND MANAGEMENT OF
FY 2017 – FY 2021 SCHOOL DISTRICT CAPITAL IMPROVEMENT PROJECTS**

This Agreement is made by and between the Ketchikan Gateway Borough and the Ketchikan Gateway Borough School District on the date last written below.

RECITALS

- A. **WHEREAS**, upon adoption of Ordinance No. 1634 on August 6, 2012, the Borough Assembly authorized the issuance and appropriation of a General Obligation Bond in a not to exceed amount of \$5,500,000 for School Facility Upgrades
- B. **WHEREAS**, the cost of several the projects originally identified for funding through the 2013 School Facilities Bond Fund were completed under budget or paid from through other grant funds; and
- C. **WHEREAS**, the 2013 School Facilities Bond Fund has \$475,568 remaining in the fund for redirection; and
- D. **WHEREAS**, the State of Alaska, Department of Education & Early Development approved the redirection of \$402,069 to be applied towards this project; and
- E. **WHEREAS**, the School District and Borough find the projects to be of benefit to the residents of the Borough School District; and
- F. **WHEREAS**, AS 14.11.135(1) defines a school construction project to include "major rehabilitation of an existing school;" thus, the total of the eight projects constitutes a school construction project for purposes of Title 14 of the Alaska Statutes; and
- G. **WHEREAS**, AS 14.14.060(e) calls for selection of design criteria and selection of design professionals by the School Board, subject to the approval of the Assembly; and
- H. **WHEREAS**, AS 14.14.060(f) calls for the Borough Assembly, through the Borough Manager, to provide for shall all major rehabilitation, all construction and major repair of school buildings; and
- I. **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); and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. PURPOSE:

This Memorandum of Agreement (Agreement) outlines the terms under which the Ketchikan Gateway Borough (Borough) agrees to authorize the School District to manage all aspects of the Ketchikan High School Auditorium Audio System Upgrades project, for which the School District is designated as having primary responsibility.

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

Work under this contract shall include reviewing existing conditions; providing material and equipment submittals including all structural criteria and electrical drawings sufficient to secure a City of Ketchikan Building Permit, and purchasing, acquiring, shipping, delivery, and staging all identified components, labor, tools, materials, and other appurtenances thereto necessary to install a professional sound system in the auditorium at the Ketchikan High School.

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 all eight of the projects listed are major rehabilitation, construction or major repair projects.

Further the parties desire that such delegation of authority and duty be given to the District for the five projects listed above. This delegation is strictly limited to the Projects 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 BOROUGH:

The Borough shall:

- a) Provide payment to the District when presented with detailed invoices connected with this Agreement;
- b) Cooperate with the District concerning the submission of any required reports or documentation regarding the projects; and

- c) Provided; however, that payments shall not be made for reimbursement for services or labor provided by School District employees or on force account, including charges for administrative overhead of the District.

SECTION 6. RESPONSIBILITIES OF THE DISTRICT:

The District shall:

- a) Engage and supervise design professionals as necessary;
- b) In consultation with the Borough and Department of Education when selecting the methodology to accomplish those projects;
- c) Engage construction contractors as necessary;
- d) Supervise the construction of those project;
- e) Cooperate with the Borough concerning the submission of any documentation regarding those projects;
- f) Provide for administration of monies that fund those projects;
- g) 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;
- h) Comply with the terms of the agreements DR13-100 through DR13-105 with the Alaska Department of Education and Early Development pertaining to the School Facilities Bond Upgrades Projects;
- i) Provide the Alaska Department of Education and Early Development with any required reports or documentation regarding the projects; and
- j) Provide the Borough with a copy of all design and procurement records relating to the projects.

SECTION 7. 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 8. SUPERSEDING EFFECT

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

SECTION 9. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Borough and the 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 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
Acting Finance Director

Approved as to Form

By: _____
Glenn Brown
Borough Attorney

Ketchikan Gateway
Borough School District

Date: _____

By: _____
Michael Robbins
Superintendent

BOROUGH ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2022, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ruben Duran to me known to be the Borough Manager of the Ketchikan Gateway Borough, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires:_____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2022, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Kacie Paxton to me known to be the Borough Clerk of the Ketchikan Gateway Borough, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires:_____

DISTRICT ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2022, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Michael Robbins to me known to be the Superintendent of the Ketchikan Gateway Borough School District, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of the District; who acknowledged to me that he signed the same freely and voluntarily on behalf of the District for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires:_____