



**10.b. NEW BUSINESS - MOA- CIP projects (continued)**

**RECOMMENDATION:**

Approval of the MOA with Ketchikan Gateway Borough regarding funding and management of the various projects at Schoenbar Middle School, Valley Park complex, and the Ketchikan High School

**FISCAL NOTE\***

<input checked="" type="checkbox"/> N/A	EXPENDITURE REQUIRED	\$	AMOUNT AVAILABLE	\$
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\*Funding will be provided through the Borough's School District CIP Fund

**EXHIBITS ATTACHED**

- Memorandum of Agreement with Ketchikan Gateway Borough

**RECOMMENDED ACTION:**

"I move that the Board of Education approve the MOA with Ketchikan Gateway Borough regarding the Funding and Management of various projects at Schoenbar Middle School, Valley Park complex, and the Ketchikan High School for FY 2022, as presented."

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND  
FUNDING FOR VARIOUS PROJECTS AT SCHOENBAR MIDDLE SCHOOL,  
VALLEY PARK COMPLEX, AND THE HIGH SCHOOL FOR FY 2022**

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

**RECITALS**

- A. WHEREAS**, the retaining wall at the Valley Park Complex has deteriorated beyond repair and is causing drainage issues; and
- B. WHEREAS**, the Tongass School of Arts and Sciences' main entry doorway does not function properly and needs to be replaced; and
- C. WHEREAS**, the Schoenbar Middle School gym floor is experiencing warping believed to be caused by drainage issues behind the school; and
- D. WHEREAS**, the Schoenbar Middle School gym wall is in need of painting, and it will be the most cost effective to conduct the painting at the same time as the Southeast wall painting that will occur spring 2022; and
- E. WHEREAS**, the High School security upgrades have been the number one District priority for nearly a decade and continues to be the Communities number one priority, and by implementing the security upgrades, it greatly improve student, staff and visitor safety; and
- F. WHEREAS**, The School District and Borough find the projects to be of benefit to the residents of the Borough School District; and
- G. 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
- H. 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

- 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).

**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 four 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 will consist of:

Valley Park Retaining Wall

This project improvements to drainage under the Valley Park Complex and for the replacement of an old log retaining wall. The retaining wall is expected to come in higher than expected due to the likely need for engineering and cost for material associated with the project. (\$60,000)

Tongass School of Arts and Science (TSAS) Entry Door Replacement

The original scope of this project was estimated to cost \$300,000 to renovate and expand the entry to TSAS. Due to the significant cost of the original scope, it has since been reduced to just replacing the main entry door at this time. The new door will also include a SiPass access controlled door system as an added security measure. The full entryway expansion is still a priority for the District, but the immediate need is the door replacement. (\$30,000)

Schoenbar Middle School Drainage Work

For several years during the spring months, the Schoenbar gym floor has experienced bubbling. District maintenance staff have made several attempts to correct the problem with minimal relief. It is believed the problem may be stemming from runoff and drainage issues behind the school. Maintenance staff contracted with R&M Engineering to produce bid documents to correct the drainage issue. If this doesn't work, the District will likely need to budget for a full floor replacement in the near future. (\$75,000)

### Schoenbar Middle School Painting

District Maintenance plans to hire a contractor to paint both the Southeast wall and gym wall at Schoenbar Middle School. (\$80,000)

### High School Security Upgrades

Security Upgrades to the High School have been the number one District and community priority for nearly a decade and continues to be the top community priority. A security assessment was completed early this year and a safety committee was formed. As a result of the two, the District developed a district wide safety plan. The High School was identified as its number one priority school. To complete the upgrades identified in the safety plan, it is estimated to cost \$465,000. The Borough to pay for \$300,000 for this project and another \$165,000 will be paid for a by a grant from the City of Ketchikan. (\$300,000)

## **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 projects.

## **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  
Melissa Johnson, Interim 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  
Acting Finance Director

Approved as to Form

By: \_\_\_\_\_  
Glenn Brown  
Borough Attorney

Ketchikan Gateway  
Borough School District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Melissa Johnson  
Acting Superintendent