

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND
FUNDING FOR PAVING AT NORTH POINT HIGGINS SCHOOL**

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

RECITALS

- A. WHEREAS**, North Point Higgins School was constructed in 1987; and
- B. WHEREAS**, there have not been any major repairs to the asphalt driveway to the school since the original construction; and
- C. WHEREAS**, three portions of paving have become a safety hazard due to their size and depth; and
- D. WHEREAS**, The cost to patch three portions of pavement is estimated at \$115,000; and
- E. WHEREAS**, Patching all three portions at once, reduces the mobilization cost by approximately \$5,000; 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 North Point Higgins paving 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 removing and disposing of existing asphalt; finish grade with 1" supplement of D1 to make ready asphalt; and paving with 2.5" hotmix asphalt and compacted over three portions of road way at North Point Higgins 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 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, Acting 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: _____
Cynna Gubatayao
Finance Director

Approved as to Form

By: _____
Glenn Brown
Borough Attorney

Ketchikan Gateway
Borough School District

Date: _____

By: _____
Melissa Johnson
Acting Superintendent

