

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA STATEMENT**

No 13 a

MEETING OF October 28, 2020

Reviewed By

Item Title

**NEW BUSINESS**

Motion to approve an MOA with Ketchikan Gateway Borough for a fire panel replacement project

Superintendent  
 Finance  
 Maintenance

SUBMITTED BY Alan Jacobson, Maintenance Director

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Alan Jacobson                      225-2416  
Name                                      Phone

SUMMARY STATEMENT: The School District Administration is seeking approval and funding of an MOA with Ketchikan Gateway Borough regarding replacement of fire panels at Schoenbar Middle School, Fawn Mountain Elementary, Houghtaling Elementary, and Valley Park, the building housing Ketchikan Charter and Tongass School of Arts and Sciences.

**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 \$50,000.00 are funded by the Ketchikan Gateway Borough, and must be dually approved.

**BACKGROUND:**

On September 30, the main fire control panel at Schoenbar Middle School was lost. The panel's electronic board had a catastrophic failure; dying and becoming unresponsive. Emergency occupancy was granted by the State Fire Marshal upon condition of a fire watch. A new panel was ordered, installed and certified. Authorizing agencies were notified that the building fire notification panel was functioning normally. The District has fire alarm panels at the above named elementary schools that are older than that at Schoenbar Middle School. These panels are no longer supported by the manufacturer and replacement parts are next to impossible to find. Even if spare parts can be procured there is a likely possibility that programming these old panels will be a major issue. We have been told by our certification companies that the panels need to be replaced.

RECOMMENDATION: Approval of the MOA with Ketchikan Gateway Borough regarding replacement of fire panels.

**FISCAL NOTE \***

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

\*The District has \$128,000 in Building Repairs budgeted to utilize toward facilities repairs under \$50,000. The district has utilized these funds to pay for the emergency replacement of the Schoenbar fire panel, which will be reimbursed in conjunction with the overall fire panel replacement project.

**ATTACHMENTS:**

- Memorandum of Agreement Regarding Approval and Funding of the Fire Panels Replacement Project

**RECOMMENDED ACTION:**

"I move that the Board of Education approve the MOA with Ketchikan Gateway Borough regarding the approval and funding of the Fire Panels Project as presented."

**MEMORANDUM OF AGREEMENT REGARDING MANAGEMENT AND  
FUNDING OF THE FIRE PANEL REPLACEMENT PROJECT**

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

**RECITALS**

- A. WHEREAS**, Schoenbar Middle School (Schoenbar) was constructed in 1964, and after an addition in 1972 and 1984, is 66,048 GSF. In addition, the facility had a major remodel in 2007 when the fire panel was installed; and
- B. WHEREAS**, Fawn Mountain Elementary School (Fawn Mountain) at 42,164 GSF was constructed in 2005 and this is when the fire panel was installed; and
- C. WHEREAS**, Houghtaling Elementary School (Houghtaling) at 62,500 GSF was constructed in 1960. The facility had a major mechanical upgrade in 2000 and this is when the panel was installed; and
- D. WHEREAS**, Valley Park Elementary School (Valley Park) at 40,286 GSF was constructed in 1973. The facility had a major mechanical upgrade in 2000 and this is when the panel was installed; and
- E. WHEREAS**, the aged fire panels are past their useful life and are in need of replacement, and pose a risk to the health and safety standards of the school facilities should they fail; and
- F. WHEREAS**, a catastrophic failure of the fire panel has already occurred on Schoenbar, requiring an emergency replacement. If a similar failure were to happen at any of the other three listed elementary schools, students would be at a life safety risk; and
- G. WHEREAS**, The emergency panel replacement at Schoenbar was completed at a cost not to exceed \$21,000.00; and
- H. WHEREAS**, it's estimated that the fire panels at Fawn Mountain, Houghtaling, and Valley Park facilities will be completed for \$28,750.00 each, including a 15% contingency, or \$86,250.00 for all three schools. Including the emergency panel replacement at Schoenbar, would bring the estimated project cost to \$107,250; and

- I. **WHEREAS**, The School District and Borough find the projects to be of benefit to the residents of the Borough School District; and
- J. **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
- K. **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
- L. **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 Fire Panel Replacement 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:

Replacement of the aforementioned facilities fire panels shall include, but not limited to, notifying the authorizing agencies of the changes; verifying all annunciated signal line circuits (SLC) locations and functionality [pull stations, smoke, heat, and beam detectors]; verifying all Notification (NAC) circuits functionality [Horns and Strobes]; verifying all equipment emergency shutdowns as per fire code; full function test of fire panel and off site monitoring; updating and verifying as built fire prints; and training maintenance personnel on proper reset, restore, and menu functions of new panels.

**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  
Beth Lougee, 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: \_\_\_\_\_  
Beth Lougee  
Superintendent



