



City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615



Kodiak Island Borough
710 Mill Bay Road,
Kodiak, AK 99615



Kodiak Island Borough School District
722 Mill Bay Road, Kodiak, AK 99165

JOINT AGREEMENT FOR THE USE AND OPERATION
OF CITY OF KODIAK, KODIAK ISLAND BOROUGH AND KODIAK ISLAND BOROUGH
SCHOOL DISTRICT FACILITIES

between

**CITY of KODIAK, KODIAK ISLAND BOROUGH and KODIAK ISLAND BOROUGH
SCHOOL DISTRICT**

This Agreement entered into this **31st day of July, 2009**, by and between the CITY OF KODIAK, hereinafter referred to as the “City,” the KODIAK ISLAND BOROUGH, hereinafter referred to as the “Borough,” and the KODIAK ISLAND BOROUGH SCHOOL DISTRICT, hereinafter referred to as the “District.”

PREAMBLE

Since the completion of Baranof Park in 1973, the Kodiak Island Borough (Borough), the City of Kodiak (City), and the Kodiak Island Borough School District (District) have pooled their resources to meet continuous youth and community demands for developmental and recreational opportunities. The Borough, City and District have cooperated in planning and jointly using their separately owned facilities and grounds for the benefit of students and community members.

The Borough/City/District partnership has effectively maximized the use of their respective facilities to meet community and student needs, beyond what each could do alone. In addition to creating more opportunities for their respective constituent groups, sharing facilities has led to greater efficiencies in cost and operations. The Borough, City and District acknowledge the value of their collaboration and seek to extend their working relationship.

In order to maximize the use of their facilities for the benefit of the community, the three agencies will continue to provide priority access to each other, continue to equitably share their resources, and continue to give priority to programs that benefit Kodiak youth and the community as a whole. Additionally, the Borough, City and District believe that they can best accomplish their objectives and, at the same time, encourage other community-based recreational activities by forming a cooperative partnership involving the Borough, City, District, and the community. All three agencies support the goal of increasing community access and use of Borough, City and District facilities and grounds.

Now, Therefore, in consideration of the foregoing, the parties agree as follows:

- I. **VISION STATEMENT:** All public facilities and grounds, owned by the Borough, City and District, shall benefit and be available to Kodiak children, adults, and families to the maximum extent possible. The Borough, City and District have mutual interests in helping young people learn and develop recreation skills and in providing opportunities for people of all ages to participate in recreation activities. It is incumbent upon the Borough, City and District to develop a unified approach to serving the community’s recreation needs and to cooperatively maintain Borough, City and District facilities and grounds in order to foster community learning and vitality.
- II. **PURPOSE OF THE AGREEMENT:** This Agreement is intended to enhance and not interfere with the primary mission of Borough, City and District governance. In establishing this Agreement the Borough, City and District seek to:

- A. Effectively and efficiently manage the use of Borough, City and District facilities and grounds for the benefit of Kodiak's youth and citizens;
 - B. Encourage joint use of their respective facilities and grounds and give priority usage, after the owning agency's programming and/or on-going community obligations are met, to the requests submitted by the other agency;
 - C. Provide facilities and grounds usable for Borough, City and District programs;
 - D. Establish procedures to encourage cooperative working relationships between Borough, City and District personnel at all levels and to quickly resolve issues;
 - E. Encourage joint and cooperative ventures, including facility maintenance and development.
- III. TERMS:** This Agreement shall be effective for a term of 36 months commencing on July 31, 2009 and ending June 30, 2012. The Agreement may be terminated by any of the three parties with 30 days' written notice.
- IV. PROGRAM:** Borough, City and District program and facility offerings should be complementary and supportive and not competitive in nature. Joint planning, reporting and evaluation are necessary to achieve this end.
- V. FACILITIES:** District facilities subject to this Agreement, include the pool, gyms (high school, middle school, Main Elementary, East Elementary and North Star), locker rooms, and specifically designated classrooms and other areas together with a limited amount of office and storage space. Borough facilities, subject to this Agreement, include the two fields at Woody Way, Dark Lake Field, East Elementary Field and Coon Field. City facilities, subject to this Agreement, include the Baranof Park track, football field, baseball field and ice rink, East Addition Park softball field, Teen Center and other City parks and facilities.
- VI. ISSUANCE OF FACILITY KEYS:** Keys shall be issued, or other means of access provided, for curriculum/program events and activities approved under this Agreement. Issuance of keys to agency personnel for use of another agency's facilities shall be limited to those necessary to implement this Agreement. All agencies agree to not duplicate keys issued by another agency.
- VII. TIME PERIODS FOR SPECIFIC NEGOTIATED USE:**
- A. Monday - Friday during the period of the regular school year, roughly September through May, 7:30 a.m. - 5:30 p.m.;
 - B. Monday - Friday during the period of the regular school year, roughly September through May, 5:30 p.m. - 7:30 a.m.;
 - C. Weekends, September through May, including extended school closures such as Thanksgiving, Winter Break, and Spring Break.;
 - D. Summer, roughly June through August.
- VIII. PRIORITY OF USE:** Each agency will make its buildings and grounds available for use by the other agencies on a first priority basis after the scheduling requirements for its own programs have been met.
- A. **School District Facilities:** Priority of use is relative and reflects the intended primary use of the facilities for educational purposes and the secondary use of community service for recreation, education, and leisure-time activities. In the time period "A." the District shall have the exclusive right to use of District facilities. The District may share the space. In the time period "B.," joint use will be assumed with first priority given to District sponsored activities. In time period "C." and "D." the District and City will assume joint-use with mutual access. In the scheduling of space, the District will recognize the City's needs first and then the needs of other community agencies or groups. The District will not retain the gym or pool for daily practice of District teams beyond 7:30 p.m.
 - B. **Borough Facilities:** The Borough will regulate use of Borough facilities under the following guidelines: Priority of use is given to Borough needs. In the absence of Borough needs, the City shall have management authority over Borough facilities.

- C. **City Facilities:** The City will regulate use of City Facilities under the following guidelines: Priority of use is given to District interscholastic athletic practices and competition. In the time period “A.,” the School District shall have preferential use of City Facilities. In other time periods the needs of City, District and community programs will be evaluated and access allocated according to the needs of each.
- IX. **SCHEDULING OF ACTIVITIES:** Specific requests for use will be made by the one agency to another, and will include the following: person in charge, space desired, approximate number of participants, time, description of the activities involved, plan of supervision and control, and person(s) designated to assist in set-up and take down of equipment needed. Approval rests with the Borough Engineering/Facilities Director, District Maintenance and Operations Director and the City Parks and Recreation Director, or their designee. After the initial approval is granted, each agency must provide the other with at least one week’s advance notice prior to commencement of or change in the schedule of the approved activity. Once an agency establishes its schedule, each must give the other at least one week’s advance notice before changing their schedule. Use of District facilities by groups outside the realm of the Borough, City or District, at times other than during regular school hours, will be scheduled by the District Community Schools Supervisor after notification and review of affected City and District staff.
- X. **CHANGES IN POLICY, BUDGET OR ORGANIZATION:** When the Borough, City or District contemplate a change in policy, budget or organization that could impact the joint-use access of the other, that agency will consult with the other agencies far enough in advance so that the other agencies can analyze the impacts and plan for the change.
- XI. **DENIAL OF FACILITIES:** The Borough, City and District reserve the right to deny the use of their facilities to groups and/or individuals when their behavior may either do physical harm to the facilities or other participants, or by their presence, downgrade or offend the moral and ethical standards of the community. The Borough, City and District will designate individuals responsible to effect this denial. Specific rules will be posted in areas of use. Attention to the rules will be accomplished by each activity and as needed throughout the duration of the schedule.
- XII. **CITY OBLIGATION FOR DISTRICT FACILITIES—**The City’s responsibility is restricted to public use of District facilities for those activities under their sponsorship. This means that the City will:
- A. Hire, terminate, pay and supervise all City personnel;
 - B. Schedule all City programs and activities; coordinate with the Community Schools Office;
 - C. Provide pool vacuuming, filtration and chemical upkeep;
 - D. Provide for safe storage and handling of all items used daily, especially hazardous chemicals;
 - E. Ensure that all activities will normally conclude by 10:00 p.m. and provide for policing of area used at end of each activity;
 - F. Provide reimbursement to the District for custodial overtime required due to use incurred by the City over and beyond the approved schedule;
 - G. Provide custodial service for activities outside the normal school year, i.e. time period “D.”;
 - H. Provide adequate numbers of trained, qualified personnel for supervision of all City recreation activities and ensure that City participants have vacated District facilities prior to supervisor’s conclusion of duties. Provide lifeguard personnel with advanced lifesaving certificate or equivalent, and a system of locker room surveillance for the City recreation program;
 - I. Provide reasonable advanced notification of special supply needs, e.g. pool chemicals;
 - J. The City will inform the District, and the District will inform the City of any equipment or items that are not functioning;
 - K. The City will provide lawn maintenance during the summer months (time period D.) on an as needed basis for East Elementary, Main Elementary, North Star Elementary, Kodiak Middle School, and Kodiak High School.

- XIII. CITY OBLIGATION FOR BOROUGH FACILITIES**—The City’s responsibility for use of Borough facilities is to manage, maintain and operate said facilities as if they were City facilities. This means that the City will:
- A. Maintain the playing surfaces of Borough fields to include mowing, dragging, lining and other basic maintenance procedures;
 - B. Do limited maintenance on fences, buildings, bleachers, goal posts, bases and other amenities and support structures;
 - C. Schedule the use of facilities to ensure appropriate maximum use and benefit by the community.
- XIV. DISTRICT OBLIGATION**—The District will:
- A. Provide heat, light, power, chemical supplies and equipment, and water necessary for both District and City use;
 - B. Handle all major mechanical work and the annual pool overhaul;
 - C. Provide proper and safe storage for the annual inventory of pool chemicals;
 - D. Provide all normal building maintenance and special maintenance to ensure individual health and safety in the gyms and supporting facilities;
 - E. Provide regular custodial services during the regular school year, i.e., Monday through Friday, September through May, when City participants and supervisors vacate facilities by 10:30 p.m.
- XV. BOROUGH OBLIGATION**—The Borough will:
- A. Provide major and special maintenance to ensure individual health and safety on the fields and supporting facilities;
 - B. Include the City in the planning and design stages of Borough and District facilities, which are or could be subject to this Agreement.
- XVI. ACCESS TO STORAGE:** Wherever possible, each agency shall make available storage space on site for joint-use program equipment and supplies.
- XVII. FEES:** All fees charged for participation in one agency’s programs in another agency’s facilities belong to the agency sponsoring the program, not to the agency that owns the facility.
- XVIII. COOPERATIVE CAPITAL DEVELOPMENT FINANCING:** The Borough, City and District will cooperatively plan development at appropriate joint-use sites or facilities, exploring whenever possible avenues for blending fund sources and resources to accomplish mutual goals. Where possible, the three agencies will work together to use other public and private financing opportunities to accomplish mutual objectives and to develop facilities with standards sufficient to meet the programming requirements of all three agencies.
- XIX. INTERAGENCY TRAINING:** The Borough, City and District shall conduct annual training and orientation program for key personnel involved in implementing this Agreement including school principals, coaches, teachers, secretaries and custodians. Topics to be covered include the history and purpose of joint use, benefits to students/families and community residents, specific provisions established by this Agreement and key implementation procedures.
- XX. LIABILITY INSURANCE:** The Borough, City and District shall, at all times, maintain and keep in effect liability insurance with limits not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage, naming the each other as an additional insured. The Borough, City and District will provide each other with proof of insurance and give thirty (30) days written notice prior to cancellation of liability.
- XXI. INDEMNIFICATION:** The Borough, City and District shall, to the fullest extent permitted by law, defend, indemnify and hold harmless each other, including each others elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses including

costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this Agreement.

XXII. PROPERTY DAMAGE: The Borough, City and District will reimburse each other for damage to the other's facilities due to negligence or acts of employees or persons using the facilities during times that said facilities are subject to the exclusive use of the Borough, City or District. Nothing herein contained shall be construed to obligate the Borough, City or District to make repairs for damage due to ordinary wear and tear.

City of Kodiak

Amin Kingma
City Manager

7/31/09
Date

Delia Mank
Attest/City Clerk

7/31/09
Date

Kodiak Island Borough

Arick Szjpal
Borough Manager

8/10/09
Date

Nora Jani
Attest/Borough Clerk

8/12/2009
Date

K. I. B. School District

[Signature]
School Superintendent

8/25/09
Date

Norman D. Woots
School Board President

8/24/09
Date

[Signature]
School Board Clerk

8-24-09
Date

