



MEMORANDUM

CC-26-140

Resolution 26-047, a Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2026 Through June 30, 2027, and Authorizing the City Manager to Execute the Appropriate Documents.

Item Type: Backup
Prepared For: Mayor Lord and Homer City Council
Thru: City Manager Melissa Jacobsen
Date: July 9, 2026
From: Recreation Manager Mike Illg

Background

The City of Homer Community Recreation, a division within the Administration Department is seeking to renew a Memorandum of Understanding (MOU) with the Kenai Peninsula Borough School District (KPBSD) for a 1-year term 2026-2027. The MOU details use of the facilities and equipment for year round indoor/outdoor recreational programs, classes, activities and special events for participants of all ages. The continued use of the Homer High School, Homer Middle School and use of equipment is essential to overall City of Homer Community Recreation mission and operations. The partnership and operations of Community Recreation (formerly Community Schools) between the City and KPBSD has been established since 1975 but more formally defined and detailed since 2007 when the City of Homer assumed total operations of this municipal function by voter approval.

Note: the current 2025-2026 MOU was extended to July 31, 2026, to have more time to complete the new MOU as mutually agreed upon by KPBSD and City staff.

Highlighted Changes

1.5 USE OF FACILITIES: at the request of Recreation Manager added language *Building administrator shall provide necessary facility keys to the employees, staff, instructors and volunteers as needed for indoor and outdoor programs.*

1.5 USE OF FACILITIES: at the request of the high school principal added new language addressing principal concerns of the Community Recreation program using contracted instructors under the Community Recreation operations within the schools. *City staff includes the use of contracted instructors for the delivery of Community Recreation classes, programs, special events and camps. If the contracted instructor were to generate a profit margin of more than \$55/hour or \$1,250 whichever is higher after all instructor expenses (supplies, waivers, etc.) for each program with respective start/end dates, Community Recreation will be charged additional facility use fees according to BP 1330 and AR 1330 Category III.*

1.5 USE OF FACILITIES: at the request of the middle school principal, removed language: *The Homer High School and Homer Middle School principals will consult with the Recreation Program Manager prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.*

1.9 EQUIPMENT: at the request of the high school principal added additional language: *It is understood by both the KPBSD and the CITY that equipment or supplies traditionally provided to the Recreation Program will continue to be made available with administrator approval.*

Action

Review and approve the one-year MOU (2026-2027) with the Kenai Peninsula Borough School District for the City of Homer Community Recreation operations using Homer High and Homer Middle School for municipal recreation and education programs activities and special events.

**AGREEMENT FOR JOINT USE OF
EQUIPMENT AND FACILITIES AND SUMMER
FIELDS SCHEDULING**

THIS AGREEMENT, made this July 20, 2026, is between the Kenai Peninsula Borough School District, hereinafter referred to as "KPBSD" and the City of Homer, Alaska, hereinafter referred to as "CITY".

WHEREAS, the KPBSD and the CITY share common goals to provide opportunities and activities for the physical, mental and cultural development of their respective client groups through the Community Recreation Program, and

WHEREAS, there is a need for scheduling school field use during the summer when school administrators may be unavailable, and

WHEREAS, the benefits from limited financial resources can be maximized by the KPBSD and the CITY working together to provide facilities and programs to achieve their common goals.

NOW, THEREFORE, WITNESSETH:

In consideration of the premises and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1- COMMUNITY RECREATION PROGRAM

1.1. CITY OF HOMER-COMMUNITY RECREATION PROGRAM. The CITY agrees to provide year-round indoor and outdoor educational and recreational programs among children, youth, young adults and adults in various sports, special events, hobbies, educational and other recreational activities known as the Community Recreation Program. Recognizing that this program uses school buildings, fields, infrastructure and equipment, the extent, content, and management of the program shall be decided by the CITY with guidance and advice provided by the KPBSD and the Homer Middle School and Homer High School principals. Use of Homer High and Homer Middle Schools and equipment for this program is subject to the advance approval of the appropriate KPBSD administrator(s) who are responsible for such buildings and equipment.

1.2. COMMUNITY RECREATION PROGRAM CONTENT. This program is comprised of the following:

- a. Community Recreation Program classes; and
- b. Scheduled physical activities such as basketball, pickleball and volleyball; and
- c. Scheduled educational classes such as Spanish, art programs, community band;
- d. Periodic special events held in the school's theater, such as film festivals and musical performances, etc. (limit 2 per school year as available).

1.3 PERSONNEL. The CITY of Homer shall hire qualified personnel to organize, supervise,

direct and implement the educational and recreational program services and help ensure building security. Such personnel shall be located in the schools as needed. The Recreation Program Manager will work under the supervision of the City Manager, or his/her designee, and both the Program Manager and City Manager shall ensure that all activities of the Program Manager are done in cooperation with the KPBSD and the Homer Middle School and Homer High School principals, and in accordance with the provisions of this agreement and school board policy. All personnel employed with the Community Recreation Program shall be employees, staff and volunteers of the City of Homer and the personnel regulations and evaluation procedures of the CITY shall apply. All Community Recreation employees, staff and volunteers shall complete and pass an annual background check through the KPBSD background check system at no cost to the City in addition to completing the online concussion training requirement.

1.4. THE MANAGEMENT COMMITTEE. The KPBSD will form a Management Committee consisting of Homer Middle School and Homer High School principals, and the Director of Planning and Operations. The Homer High School Athletic/ Activities Director. The Management Committee will meet annually or as needed with the City Manager or his/her designee, a member of the city's Parks, Art, Recreation and Culture Advisory Commission and the Recreation Program Manager. At meetings the CITY will submit for review by the Management Committee a written and/or oral narrative of the programs and activities conducted during the previous year and those planned for the future. The Program Manager will provide weekly communication with building administrators regarding programming schedules and related facility use topics. The KPBSD retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with KPBSD policies or applicable law related to the use of KPBSD facilities and equipment by the public. Reasonable informational reports shall be made by the Program Manager upon request in addition to the reports provided during the annual meetings.

1.5. USE OF FACILITIES. The KPBSD agrees to make its facilities at Homer Middle and Homer High Schools available for use by the Recreation Program subject to the terms and conditions of this agreement and applicable KPBSD policies. The KPBSD will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Manager shall promptly notify the KPBSD and building administrator of any damage done to KPBSD facilities by either the Recreation Program instructors or participants, or otherwise observed by the Recreation Manager. Building administrator shall provide necessary facility keys to the CITY Recreation Manager who will then issue to employee, staff, instructors and volunteers as needed for indoor and outdoor programs.

Except as otherwise agreed herein, the KPBSD agrees to make the above mentioned public school facilities available for education/recreation program activities according to the stipulations of BP 1330, Use of School Facilities and Properties, with the provision that preference in the scheduling of them shall be given to the organized activities of the Kenai Peninsula Borough schools. The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator. City staff includes the use of contracted instructors for the delivery of Community Recreation classes, programs, special events and camps. If the contracted instructor were to generate

a profit margin of more than \$55/hour or \$1,250 whichever is higher after all instructor expenses (supplies, waivers, etc.) for each program with respective start/end dates, Community Recreation will be charged additional facility use fees according to BP 1330 and AR 1330 Category III.

No later than April 30 of each contract year, the CITY agrees to pay to the KPBSD technical fees charged to the CITY for the use of the Mariner Theater, and an annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by the Recreation Program. The fees may also be used for equipment as determined by the District. The District will determine the distribution of the annual fee between the school sites as appropriate. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Manager at least one week notice when possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Manager prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.

As circumstances allow, the KPBSD agrees to provide the Recreation Manager with office space and use of copier provided that the Manager may not use KPBSD office supplies other than those provided to the Manager by the KPBSD, or the copier for more than 150 copies per month, without first obtaining advance approval of the building administrator. The CITY shall promptly reimburse the KPBSD for any unauthorized costs incurred by the Recreation Manager.

The Recreation Manager, staff or volunteers will be responsible for building security when activities are held after hours or they are the sole occupants of the school. The Recreation Manager will not be responsible for security in areas where KPBSD events are concurrently running or activities of groups not associated with Community Recreation are being held.

The Recreation Manager is not authorized by this agreement, except summer activities otherwise specified in Article 2 or by amendment, to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the KPBSD facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Manager and Recreation Program are not authorized to expand their program offerings in KPBSD facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of respective building administrators.

- 1.6. FISCAL AGENT.** The CITY shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.
- 1.7. HOLD HARMLESS.** The CITY shall hold harmless the KPBSD and its officers, directors and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damages, whether tangible or intangible, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course

of or in connection with its negligent use of KPBSD facilities, equipment and supplies and the

performance or negligent performance of both its obligations and those of the Manager under this agreement, subject to the appropriation and availability of funds.

The KPBSD shall hold harmless the CITY and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the KPBSD's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

- 1.8. INSURANCE.** The KPBSD will maintain comprehensive general liability insurance for claims arising against the activities of the KPBSD pursuant to this agreement. The CITY will maintain

comprehensive general liability insurance for claims arising against the CITY concerning the Recreation Program pursuant to this agreement. CITY must name KPBSD as an additional insured. KPBSD must name CITY as an additional insured.

- 1.9. EQUIPMENT.** The KPBSD has various equipment and supplies used in the conduct of its programs that may, upon request and approval, be made available to facilitate and support the provision of recreational and educational programs conducted under this agreement. It is understood by both the KPBSD and the CITY that equipment or supplies traditionally provided to the Recreation Program will continue to be made available with administrator approval. Any equipment used by the CITY will be stored as found and any damage to equipment must be reported within 24 hours to the Building Principal. The CITY agrees to repair or replace any equipment that may be damaged while in their use or care.

ARTICLE 2- SUMMER FIELD USE

- 2.1. SCHEDULING OF SUMMER FIELDS.** The CITY will schedule and issue facility use agreements in the summer months for the KPBSD.
- 2.2. SERVICES.** The CITY will provide personnel to schedule various group usages of the Homer High School and Homer Middle School fields within the City of Homer and issue related facility use agreements, waivers and perform incidental related tasks for dates where school is not in session in the months of May through August.
- 2.3. COMPENSATION.** The KPBSD will compensate the CITY \$500.00 per summer for these summer scheduling services by June 30th.
- 2.4. HOLD HARMLESS.** In recognition that the CITY is only providing scheduling services on behalf of the KPBSD and not administering any of the programs or persons that may be using the fields under a KPBSD facility use agreement the KPBSD, to the extent allowed by law and subject to appropriation, shall indemnify, hold harmless, and

defend the CITY from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the KPBSD or any subcontractor with regards to summer use of the fields under a KPBSD facility use agreement. The KPBSD shall not be required to defend or indemnify the CITY for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the CITY. If there is a claim of, or liability for, the joint negligence of KPBSD and the independent negligence of the CITY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "KPBSD" and the "CITY" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

ARTICLE 3 - GENERAL CLAUSES... •

- 3.1. TERM.** This Agreement is effective for a term commencing July 1, 2026 and ending on June 30, 2027, unless terminated earlier pursuant to Article 3.3 of this Agreement, or unless extended as hereinafter provided in Article 3.2.
- 3.2. RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
- 3.3. TERMINATION.** Either party may terminate this Agreement in whole or in part at any time without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination.
- 3.4. AMENDMENT.** This Agreement may be amended only by a written document executed by the parties.
- 3.5. AUTHORIZED AGENTS.** The individuals authorized to act as the agents on behalf of the parties to this agreement are:

KENAI PENINSULA BOROUGH SCHOOL
DISTRICT
Kari Dendurent, Assistant Superintendent
148 North Binkley Street
Soldotna, Alaska 99669
(907) 714-8888

CITY OF HOMER
Melissa Jacobsen, City
Manager 491 East Pioneer
Avenue Homer, Alaska 99603
(907) 235-8121

EXECUTION AND NOTARY ACKNOWLEDGMENTS

The parties do hereby set their hands and seals on the dates provided below.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 20____, before me appeared _____,
known to me to be the person who executed this instrument on behalf of the Kenai Peninsula
Borough School District.

Notary Public in and for Alaska

My Commission Expires: _____

CITY OF HOMER

By: _____
Name: _____
Title: _____
Date: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 20____, before me appeared _____,
known to me to be the person who executed this instrument on behalf of the City of Homer.

Notary Public in and for Alaska

My Commission Expires: _____