

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 25-061

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, 2025 THROUGH JUNE 30, 2026, AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE APPROPRIATE DOCUMENTS.

WHEREAS, The Kenai Peninsula School District and the City of Homer share common goals to provide opportunities and activities for the physical, mental and cultural development of the citizens of Homer through the City Community Recreation Program; and

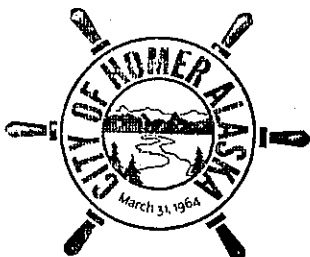
WHEREAS, The benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals; and

WHEREAS, The City and the District have agreed that the best way to maximize resources and achieve common goals is for the City to offer year-round educational and recreational programs for youth and adults through the Community Recreation Program and for the District to provide use of District equipment and facilities; and

WHEREAS, The District and the City have agreed to a draft Agreement for Joint Use of Equipment and Facilities for the period July 1, 2025 through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the period July 1, 2025 through June 30, 2026, a copy of which is attached and incorporated herein, and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23RD day of June, 2025.



CITY OF HOMER


RACHEL LORD, MAYOR

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ATTEST:

Renee Krause
RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: Annual budgeted expenses \$10,000; the fee for custodial services and supplies.



MEMORANDUM

Resolution 25-061, 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, 2025 through June 30, 2026, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
From: Mike Illg, Recreation Manager
Thru: Melissa Jacobsen, City Manager
Date: June 11, 2025

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 2025-2026. 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.

Highlighted Changes

1.4 MANAGEMENT COMMITTEE: added additional representatives to include *KPBSD Director of Planning and Operations and a member of the city's Parks, Art, Recreation and Culture Advisory Commission.*

1.5 USE OF FACILITIES: added language *The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator.*

1.5 USE OF FACILITIES: Increased annual fee from six thousand (\$6,000) to annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by

the Recreation Program. Added language *The fees may also be used for equipment as determined by the District.*

1.5 USE OF FACILITIES: Removed *KPBSD shall provide office supplies.*

3.1 TERM: This agreement is changing from a *three-year term to a one-year term* for KPBSD to remain consistent with other agreements and MOUs. align with other

Recommendation

Review and approve the one-year MOU (2025-2026) with the Kenai Peninsula Borough School District for the Homer Community Recreation operations.



Book	Administrative Regulations
Section	1000 COMMUNITY RELATIONS
Title	Use of School Facilities and Properties
Code	AR 1330
Status	Active
Cross References	BP 1325 - Advertising and Promotion BP 1330 - Use of School Facilities and Properties BP 5131.62 - Tobacco BP 6162.6 - Use of Copyrighted Materials AR 1325 - Advertising and Promotion E 1240 - Organizations Supporting Student Activities E 1330a - Room/Building Use Application E 1330b - Adult Community Use of School Facility E 1330c - Application for Possession of a Firearm or Deadly or Defensive Weapon on School Grounds BP 3515 - School Safety and Security
Last Revised	April 7, 2025
Last Reviewed	April 7, 2025
Prior Revised Dates	2/3/2020, 7/9/2018, 5/2/2022

CONDITIONS OF USE

1. Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Sponsoring organizations shall be responsible for the cost of the building custodian as needed in providing exterior maintenance of the sidewalks or walkways, including snow/ice removal and application of traction control, as well as any needed deep cleaning. Applicants shall communicate with the building administrator to ensure that these will be done. Building administrators are program supervisors and shall not be called upon to supervise activities of other groups.
2. The applicant shall agree to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use unless the liability is a result of the District's sole negligence. The applicant shall further agree to provide the District with a certificate of insurance showing a minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured unless the District waives this requirement in writing. The applicant shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.
3. Applicants shall supply any special supervision determined necessary by the building administrator.
4. Smoking of any substance, legal or illegal, is prohibited.
5. The use of tobacco or marijuana in any form is prohibited.
6. Alcoholic beverages/illegal or illicit drugs and people under the influence of said items are not permitted in school facilities or on school property at any time.
7. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b)(16) and (19), are not permitted in school facilities or on school property without advance approval of E 1330c Application for Community Possession of Firearms.

8. Installation of equipment, alteration of existing building facilities including fields, use of materials that affect the condition of floors, walls, or other building parts may not be undertaken without specific approval of the building administrator.
9. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the building administrator.
10. Advertising or the sale of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
11. Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian workday and buildings shall be vacated by the close of the second shift custodian's workday unless prior approval has been granted by the building administrator, or if use is of the swimming pool.
12. Rental agreements are not transferable.
13. Rental fees shall be determined in advance. Custodian or other service charges may be assessed at the conclusion of the activity according to the level of service provided.
14. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
15. Fire and safety regulations shall be observed.
16. Lunchroom facilities may be used by students, parents, and teachers' organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building administrator. Cafeteria staff must be present to supervise the use of food preparation equipment in kitchen facilities.
17. The District reserves the right to cancel an E 1330a Room/Building Use Application if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee. The superintendent will approve all District cancellations.
18. The District is not responsible for loss or damage to personal property by individuals or groups.
19. The District shall require a hold harmless agreement (when appropriate) and certificates of insurance.
20. Violation of these rules or regulations shall restrict subsequent facility use agreements.
21. All District staff shall adhere to the provisions of the federal copyright law and maintain high ethical standards in using copyrighted materials.

APPLICATION PROCEDURE

1. E 1330a Room/Building Use Application shall be filed with the building administrator at least ten (10) days prior to the date when facilities are to be used.
2. The school shall complete the application, including all applicable fees and the school administrator shall sign.
3. The school shall send the application to the Risk Management Office along with the required certificates of insurance.
4. Risk Management shall review the application and forward it to the assistant superintendent of instructional support.
5. The assistant superintendent shall make the final approval decision, sign and return the application to the school.
6. The school shall notify the applicant, collect fees and schedule the event.
7. Once fees have been collected, cancellations initiated by the District must be approved by the superintendent.
8. If a fee-paying applicant cancels, a cancellation fee of \$50 shall be assessed.

PRIORITY USE OF FACILITIES

It is the goal of the Board to have facilities used as much as possible. The following groups shall have priority for use of school facilities **(Does not include pool use.)** in the following order:

Category I: School and school-related activities and/or groups described in BP 1240 Organizations Supporting Student Activities (e.g. PTA, PTO, Booster Clubs). The school district employee or student activity group representative must be directly engaged to coach, advise, or sponsor the activity, be on-site at all times, and maintain up-to-date contact information with the building administrator and district office. This includes Kenai Peninsula College courses. In order to qualify for this category, Kenai Peninsula College must charge tuition and give credits to all participants in the course. State, local, and federal government meetings that are open to the public. Category I rental fees are waived. Custodial, technical, and utility fees will be charged as required or necessary. Applicants in this category shall follow the established application process.

Category II: Youth public; nonprofit groups/organizations open to all school-age children which provide youth activities in which school-age children are the primary beneficiaries; and for-profit groups whose primary participants for the rental activity are school-related youth (e.g. local commercial dance companies). All nonprofit groups will need to provide the following documentation: IRS letter indicating nonprofit status and exemption from federal taxes and current board of directors' names, addresses, and current phone numbers.

Category III: State, local, and federal government groups; local nonprofit organizations; private not-for-profit groups; denominational groups; any remaining groups that do not meet the criteria for Category I, II, or IV.

Category IV: Private, for-profit, commercial businesses/groups; any activity where the gate receipts or donations are to be used for partisan political activities including political education; and sectarian groups. These priorities apply to the initial scheduling of events. Canceling a reservation to provide a higher priority group access, requires the explicit permission of the superintendent.

FEES**ROOM FEES**

Room (per hour)	Category I and groups listed in E1240	Category II & III	Category IV
Classrooms, regular	No Fee	\$15.00	\$40.00
Classrooms specialized	No Fee	\$20.00	\$50.00
Gymnasium	No Fee	\$30.00	\$70.00
Kitchens	No Fee	\$20.00	\$50.00
Dining Areas	No Fee	\$20.00	\$50.00
Outdoor area (per area used)			\$200.00(4 hours)
Parking lot, tracks, grassy fields, ice rinks	No Fee	\$10.00/\$25.00	\$50.00/hr. additional time
Turf fields	No Fee	\$40.00/\$100.00	\$500.00 (4 hours) \$125.00/hr. additional time

1. Additional fees may be charged for technical services and special equipment such as projectors, projector operators, special custodial services, building supervision, set up, and removal of chairs or bleachers. Exhibit 1330g KPBSD Fee Schedule.
2. Specialized classrooms include home economics, music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.
3. Kitchen use must include additional payment for food service personnel.
4. Long-term rental agreements may be negotiated; contact the building administrator

THEATER/AUDITORIUM FEES

Theatre or Auditorium Per Event	Category I	Category II	Category III	Category IV
Rehearsal*	No Fee	\$75.00	\$75.00	\$100.00
Rehearsal Additional time	No Fee	\$30.00/hour	\$30.00/hour	\$30.00/hour
Performance** Under 600 Seats	No Fee	\$300.00	\$300.00	\$750.00
Performance** Over 600 Seats	No Fee	\$400.00	\$400.00	\$1500.00

*Rehearsal: The base charge of a rehearsal includes up to four hours, this includes one technician. If an organization exceeds four hours, additional time will be charged at \$30.00 per hour. Additional technical and custodial fees will be charged as required.

**Performance/Event: The base charge of performance includes up to four hours, which includes a technician. If an organization exceeds four hours, additional time will be charged at 1.5 times the regular rate per hour. Additional technical and custodial fees will be charged as required.

Ticket Sale Fees:

For any performances or events that charge an entrance fee, an *additional fee will be charged per ticket. Within ten days of the event, the organization shall submit a report to the building administrator of the total tickets sold.

*Category II & III - \$1 per ticket

*Category IV- \$2 per ticket

Deposits in Advance

Users shall pay a damage deposit of \$300 at the time of scheduling the event/performance. This deposit shall be refunded when it is determined that no damage occurred in all areas used by the applicant. In the event of damage, applicant liability is not limited. If the user cancels after contracts are signed, the User shall forfeit the deposit fee.

THEATER USE

1. The District welcomes the use of the school theater and auditorium facilities for the presentation of performances for community enjoyment with the understanding that school functions have the first call upon facilities.
2. An E 1330a Room/Building Use Application must be approved by the building administrator and the theater manager/technician prior to use.
3. An annual schedule of theater events will be made in September for the following upcoming school year. An application is not final until all paperwork is processed; this process can take up to 30 days. Permits are issued on a first-come, first-served basis.
4. No person shall use theater equipment without authorization and only trained personnel shall operate theater equipment. Special lighting or sound equipment requests shall be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager/technician approval.
5. It is forbidden to change, cut, knock out, remove, or in any way alter or modify the basic building structure including the stage floor, proscenium, apron, ramp, doors, and walls without the theater manager/technician

permission. This includes curtains and valance, teasers, stage microphone pickup, doorbell, piping for mounting stage lights, fire extinguishers, work lights, curtain rods, pulley and rope, intercom system, or breezeway stair railing. No special wiring may be added or existing wiring removed, relocated, or modified for any special effects. This applies to any and all wiring on stage, in the light booth, or other locations within the building complex.

6. Use of school facilities permits shall be limited to the theater/auditorium dressing room on the dates and times requested. All user groups are subject to the rules as outlined by the E 1330a Room/Building Use Application.

Theater Rules Prohibit:

1. Food, drinks, gum, smoking, obscenity, and feet on the furniture
2. Tampering with switches, equipment, or property
3. Issuing of keys to non-school personnel
4. Loaning of school property is critical to the operation of the theater/auditorium
5. Animals in the theater, unless they are essential to performance and approved by the theater manager

PIORITY USE OF POOL FACILITIES (Categories A,B,C,D,E,F)

Category A: School and school-related activities

Category B: Youth public, groups/organizations open to all school-age children, which provide youth activities in which school-age children are the primary beneficiaries.

Category C: Individual Birthday Party-two lifeguards

Category D: Non-Profit Organizations supporting recreational water activities and/or life, health and safety activities in and around water for training and/or certification purposes. (meeting the requirements of E 1240 Organizations Supporting Student Activities and Non-Profit Organizations supporting recreational water activities and/or life/health and safety activities in and around water for training and/or certification purposes and a signed MOA with the KPBSD)

Category E: Individual Per Lane Rental for organizations in category B or C, if the lane rental occurs during normal operation, this reduced rate is based on pool and staffing availability. Rent up to three lanes or up to 50% of the lanes at each site for approved activity, with a maximum of four persons per lane. This is not designated for open swim events.

Category F : Any remaining groups that do not meet the criteria for Category A, B, C, D, or E

POOL FEES

Admission Fees for Public Swim-Pools	Adults	Youth	Sr. Citizen	2 and Under
All Facilities	\$6.00	\$5.00	\$5.00	Free
Punch Cards/\$55.00	Adults	Youth	Sr. Citizen	2 and Under
All Facilities	10 Swims	12 Swims	12 Swims	N/A
Pool Rental Fees Per Hour	1 Lifeguard	2 Lifeguards	3 Lifeguards	
<u>Category A</u>	N/A			
<u>Category B</u>	\$35.00	\$70.00		
<u>Category C</u>	N/A	\$90.00 Up to 49 persons	\$125.00 50 or more persons	
<u>Category D</u>	Per KPBSD MOA	Per KPBSD MOA	Per KPBSD MOA	
<u>Category E</u>	Per Lane up to 3 Lanes @ \$20.00 per lane. Maximum 4 persons per lane.			
<u>Category F</u>	\$150.00	\$185.00		

Additional Lifeguards: \$35.00 per hour as needed or determined by pool manager based on user group needs. After the first rental hour, lifeguard fees can be charged in one-quarter hour increments. For Categories A-E if the lifeguard is in overtime there is an additional \$10 per hour charge, for each lifeguard in OT status.

Legal Reference:

ALASKA STATUTES

18.35.300 - 18.35.330 Health nuisances (smoking)

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

THIS AGREEMENT, made this June 10, 2025, 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.

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. For those activities requiring the use of the high school's swimming pool the building use form will be utilized and the appropriate fees assessed according to BP 1330 on a case by case basis. 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 Coordinator 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. 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, 2025 and ending on June 30, 2026, 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

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

Kari Dendurent

Melissa Jacobsen

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO before me
this ____ day of _____, 20 ____.

SUBSCRIBED AND SWORN TO before me
this ____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC
My Commission Expires: _____

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

THIS AGREEMENT, made this June 10, 2025, 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.

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. For those activities requiring the use of the high school's swimming pool the building use form will be utilized and the appropriate fees assessed according to BP 1330 on a case by case basis. 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 Coordinator 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. 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, 2025 and ending on June 30, 2026, 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

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

Kari Dendurent

Melissa Jacobsen
Melissa Jacobsen

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO before me
this ____ day of _____, 20 ____.

SUBSCRIBED AND SWORN TO before me
this 25 day of June, 20 25.

NOTARY PUBLIC

My Commission Expires: _____

Zach Pettit
NOTARY PUBLIC

My Commission Expires: 7/11/27

