

AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES

THIS AGREEMENT, made this 1st day of July, 2010, is between the Kenai Peninsula Borough School District, hereinafter referred to as "District" and the City of Homer, Alaska, hereinafter referred to as "City".

WHEREAS, the District 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, 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.

NOW, THEREFORE, WITNESSETH:

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

1. **CITY OF HOMER-COMMUNITY RECREATION PROGRAM.** The City agrees to provide year-round 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 and equipment, the extent, content, and management of the program shall be decided by the City with guidance and advice provided by the District 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 District administrator(s) who are responsible for such buildings and equipment.
2. **COMMUNITY RECREATION PROGRAM CONTENT.** This program is comprised of the following:
 - a. Community Recreation Program classes; and
 - b. Scheduled gym activities such as basketball and volleyball; and
 - c. Periodic special events held in the school's theater, such as film festivals and musical performances, etc. (limit - 1 per semester)
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. The Recreation Program Coordinator will work under the supervision of the City Manager, or his designee, and both the Coordinator and City Manager shall ensure that all activities of the Coordinator are done in cooperation with the District 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 of the City of Homer and the personnel regulations and evaluation procedures of the City shall apply.
4. **TERM.** This Agreement is effective for a term commencing July 1, 2010, and ending on June 30, 2012, unless terminated earlier pursuant to paragraph 12 of this Agreement, or unless extended as hereinafter provided in paragraph 5.
5. **RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
6. **THE MANAGEMENT COMMITTEE.** The District will form a Management Committee consisting of Homer Middle School and Homer High School Principals and the Homer High School Athletic/Activities Director. The Management Committee will meet quarterly with the City Manager or his/her designee and the Recreation Program Coordinator. At quarterly meetings the City will submit for review by the Management Committee a written and oral narrative of the programs and activities conducted during the previous quarter and those planned for the future. The District retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with district policies or applicable law related to the use of district facilities and equipment by the public. Reasonable progress reports shall be made by the Coordinator upon request in addition to the reports provided during the quarterly meetings.

7. **USE OF FACILITIES.** The District 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 District policies. The District will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Coordinator shall promptly notify the District and building administrator of any damage done to District facilities by either the Recreation Program instructors or participants, or otherwise observed by the Coordinator.

Except as otherwise agreed herein, the District 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. 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. The City agrees to pay to the District technical fees charged to the City for the use of the Mariner Theater and an annual fee of six thousand (6,000) dollars for custodial services and supplies that are used by the Recreation Program. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Coordinator at least one week notice when possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Coordinator 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 District agrees to provide the Recreation Coordinator with office space, use of copier, and office supplies provided that the Coordinator may not use District office supplies other than those provided to the Coordinator by the District, 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 District for any unauthorized costs incurred by the Coordinator.

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

The Recreation Coordinator is not authorized by this agreement to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the school district facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Coordinator and Recreation Program are not authorized to expand their program offerings in school district facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of all parties involved.

8. **FISCAL AGENT.** The City of Homer shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.

9. **HOLD HARMLESS.** The City shall hold harmless the Kenai Peninsula Borough School District 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 District, 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 District 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 District shall hold harmless the City of Homer 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 District, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the District's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

