

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2024-22

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN THE FISCAL YEAR 2025 COMMUNITY SCHOOLS AGREEMENT BETWEEN THE CITY OF UNALASKA AND THE UNALASKA CITY SCHOOL DISTRICT

WHEREAS, the City of Unalaska and the Unalaska City School District operate under a Community Schools Agreement to provide school facility use for community activities; and

WHEREAS, the purpose of the Community Schools Agreement is to provide a framework of policies and procedures governing the school facility and to provide sufficient funding to ensure continued availability of those facilities, including the Aquatic Center; and

WHEREAS, the City of Unalaska has provided funding annually for the operation of the Community Schools Program; and

WHEREAS, the FY25 Community Schools Agreement provides for additional City funding amounting to 50% of the UCSD maintenance budget in the amount of \$975,000 as authorized by the City Council for FY25 for the use of the UCSD facilities; and

WHEREAS, the term of the Community Schools Agreement is July 1, 2024 to June 30, 2025, and will automatically renew each year unless changes are requested by either the City of Unalaska or the School District.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council approves the Community Schools Agreement between the City of Unalaska and the Unalaska City School District as presented, agrees to fund the program for a total amount not to exceed \$975,000, and authorizes the City Manager to sign the agreement on behalf of the City of Unalaska.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 11, 2024.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
City Clerk

Community Schools Agreement
Between the City of Unalaska
And the Unalaska City School District
Fiscal Year 2025

I. Community Schools Mission Statement

The mission of the Community Schools Program is to provide for use of school facilities for community activities.

II. Purpose of the Community Schools Joint Agreement

The purpose of this agreement is to clearly define areas of responsibility of the Unalaska City School District (UCSD) and the City of Unalaska (City) for community use of school facilities and to provide fair compensation to UCSD for the additional costs it accrues by allowing the community to use its facilities.

III. Agreement

A. City of Unalaska

UCSD and the City agree that the City will operate the Community Schools Program in the UCSD Aquatics Center through the City's Department of Parks, Culture and Recreation. The Aquatics Center includes the natatorium (swimming pool and surrounding area), the chemical and pump room, the male and female locker rooms, the family locker room, the staff locker rooms, the fitness room, the pool manager's office, the pool staff office, two janitor's closets, the laundry and storage room, the sauna, the mezzanine area, and the lobby area.

The City shall maintain Commercial General Liability insurance, which covers the operation of the UCSD Aquatics Center, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall include an endorsement naming UCSD as an Additional Insured with relation to coverage of the operation of the Aquatics Center. The insurance shall include a waiver of subrogation in favor of UCSD. The City of Unalaska shall provide evidence of this insurance to UCSD in the form of a certificate of insurance.

The City of Unalaska shall carry statutory Workers' Compensation insurance as required by the State of Alaska with Employers Liability with the following minimum limits:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

The Workers' Compensation insurer shall agree to waive all rights of subrogation against UCSD, its administrators, officers, elected officials, employees and volunteers for losses arising from work related to this agreement.

B. UCSD

UCSD and City agree that UCSD will operate the Community Schools Program in its school facilities, with the exception of the Aquatics Center, which is operated by the City.

UCSD shall maintain All Risk including Earthquake and Flood insurance for all School Real and Business Personal Properties on a Replacement Cost basis and shall name the City of Unalaska as an Additional Insured as the City's interest may appear. UCSD shall provide evidence of this insurance to the City in the form of a certificate of insurance.

UCSD shall maintain Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for all School and Community activities in all school facilities except for the Aquatics Center as those facilities are defined in this agreement. This insurance shall include an endorsement naming the City of Unalaska as an Additional Insured. This insurance shall include a waiver of subrogation in favor of the City of Unalaska. UCSD shall provide evidence of this insurance to the City in the form of a certificate of insurance.

UCSD shall carry statutory Workers' Compensation insurance as required by the State of Alaska with Employers Liability with the following minimum limits:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

The insurer shall agree to waive all rights of subrogation against the City of Unalaska, its administrators, officers, elected officials, employees and volunteers for losses arising from work related to this agreement.

C. Compensation for Use of Facilities

The City of Unalaska agrees to pay \$975,000 to UCSD for maintenance costs as approved by the City Council for the FY25 budget cycle. These payments are to cover UCSD's additional costs for maintenance and operations, cleaning, utilities, supervision, and scheduling of personnel resulting from community use of UCSD's school facilities. These funds will be paid to UCSD by the City in twelve equal monthly installments.

D. Additional Terms

This agreement will be in force for the period of July 1, 2024 to June 30, 2025. This agreement will be automatically renewed for subsequent one-year periods, unless changes are requested by either the City or UCSD. This agreement will not be automatically renewed if either party notifies the other party that it will not continue the agreement. Notice shall be in writing and delivered to the other party at least thirty (30) days before the agreement will be automatically renewed.

If a dispute arises from this agreement, the City Manager and the UCSD Superintendent shall first try to resolve the dispute. This does not limit the availability of legal remedies to either party.

CITY OF UNALASKA

UNALASKA CITY SCHOOL DISTRICT

William Homka, City Manager

Kim Hanisch, Superintendent

Date: _____

Date: _____