

## **INTERGOVERNMENTAL AGREEMENT FOR SWIMMING POOL OPERATIONS**

**City of Seward, Alaska**

**Kenai Peninsula Borough**

**Kenai Peninsula Borough School District**

Effective Date: June 30, 2026

This Intergovernmental Agreement ("Agreement") is entered into as of the Effective Date above, by and among the City of Seward, Alaska ("City"); the Kenai Peninsula Borough, borough ("Borough"); and the Kenai Peninsula Borough School District ("KPBSD"). Together referred to herein as the "Parties."

WHEREAS, the Parties recognize the community value of maintaining a public swimming pool facility (the "Facility") in Seward, Alaska;

WHEREAS, the Borough owns the Facility and is responsible for its capital maintenance;

WHEREAS, KPBSD has the operational capacity to manage pool programming, staffing, and day-to-day operations, but not the fiscal capacity to fund pools in any of the schools across the district;

WHEREAS, the City desires to fund pool operations to ensure continued public access for City residents;

WHEREAS, the Parties intend that Pool Revenue offset the City's fixed annual contribution, with any surplus returned to the City.

This Agreement is entered into by and among the City of Seward, Alaska ("City"), the Kenai Peninsula Borough ("Borough"), and the Kenai Peninsula Borough School District ("KPBSD"), collectively the "Parties."

### **PURPOSE**

The Parties enter this Agreement to establish a shared framework for operating the public swimming pool facility in Seward, Alaska. The City will fund operations, KPBSD will manage staffing and day-to-day operations, and the Borough will maintain the physical Facility.

### **ROLES AND RESPONSIBILITIES**

*City of Seward:* Provide annual funding as described below; review and approve the Fee Schedule each year by resolution and any mid-year fee changes before they take effect; and designate a liaison for this Agreement.

*Kenai Peninsula Borough:* Own the Facility and be responsible for all capital maintenance, structural repairs, and mechanical upkeep; coordinate with KPBSD on maintenance scheduling; and designate a liaison for this Agreement.

*Kenai Peninsula Borough School District:* Hire, supervise, and pay all pool staff; operate the Facility in compliance with applicable health and safety requirements; collect all Pool Revenue; maintain separate accounting records for Facility revenues and expenses; submit a proposed Fee Schedule to the City each year; provide quarterly financial reports to the City and Borough; and provide an annual accounting within sixty (60) days of the close of each Fiscal Year.

## **FUNDING**

The City shall pay KPBSD an Annual Contribution of \$200,000 per year (January 1 – December 31), paid in January of each year. The first installment is due January 1, 2027. Between June 2026 and January 2027, the pool will be operated utilizing revenue in the Pool Operations Account (710 Account) currently held by KPBSD.

All profit from pool operations will be held in the KPBSD's 710 account. Annually, if funds in the 710 account exceeds \$25,000, the district will treat these funds as surplus and return them to the City within 30 days of fiscal year end accounting.

If the 710 account falls below \$25,000, the City bears no obligation beyond its fixed contribution unless all Parties agree otherwise in writing.

The Parties acknowledge that each is legally prohibited from encumbering funds that have not been duly appropriated. The Parties acknowledge and understand that in the event a Party's legislative body fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further liability no later than when current appropriations are exhausted.

## **FEE SCHEDULE**

KPBSD shall submit a proposed Fee Schedule to the City no later than July 1 each year. The Fee Schedule shall not take effect until the City provides written approval via resolution. If the City does not respond within 30 days, the prior year's Fee Schedule remains in effect. Any mid-year fee changes also require prior written City approval.

## **TERM**

This Agreement begins June 30, 2026 and expires December 31, 2029. It will automatically renew for successive one-year terms unless any Party gives written notice of non-renewal at least 90 days before the end of the current term.

## **TERMINATION**

Any Party may terminate this Agreement for convenience with 90 days' written notice. Upon termination, the City remains responsible for its prorated contribution through the termination

date, and KPBSD shall return any prorated surplus to the City within thirty (30) days of the final accounting.

**INSPECTION AND RETENTION OF RECORDS.**

Any Party may inspect, in the manner and at reasonable times it considers appropriate, all of another Party's facilities and records having any relevance to this Agreement. Each Party agrees to retain financial and other records relating to the performance of this Agreement for a period of six years, or until the resolution of any audit findings, claims or litigation related to the Agreement.

**ENTIRE AGREEMENT**

This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**INSURANCE AND LIABILITY**

Each Party shall maintain liability insurance appropriate to its role. Each Party is responsible for its own acts and omissions. KPBSD is solely responsible for workers' compensation for Facility staff it employs; the Borough is responsible for its own maintenance personnel. The KPBSD's insurance shall be primary, and any insurance maintained by the other Parties is non-contributory.

**SIGNATURES**

**CITY OF SEWARD, ALASKA**

Signature: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

Signature: \_\_\_\_\_

Borough Mayor

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**

Signature: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_