

## MEMORANDUM

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**TO:** NWABSD Board of Education  
Members

**DATE:** August 26, 2025

**NUMBER:** 26-018

**FR:** Office of the Superintendent

**SUBJECT:** Approval of NMS Security  
for STAR Dorm MOA with  
NANA Management  
Services, LLC

### **ABSTRACT:**

Board approval is required for purchases that exceed \$50,000. The administration requests School Board approval to enter into a contract with NANA Management Services, LLC for NMS Security for STAR Dorm, in the amount of \$151,013.52 to provide twelve-hour nighttime security at the STAR dormitory.

### **ISSUE:**

At issue is the approval of NMS Security for STAR Dorm Memorandum of Agreement (MOA) with NANA Management Services, LLC. All MOAs that exceed \$50,000 require Board approval.

### **BACKGROUND AND/OR PERTINENT INFORMATION:**

This Memorandum of Agreement (MOA) will allocate STAR of the Northwest Magnet School funds to supply a twelve-hour overnight security guard, seven days a week, for 38 weeks while the magnet school dormitory remains open. This will ensure consistent, professional nighttime security for both STAR and Readistar students.

**Funding:** Grant STAR

### **ALTERNATIVES:**

1. Approve the NMS Security for STAR Dorm MOA with NANA Management Services, LLC in the amount not to exceed \$151,013.52 as presented;
2. Do not approve the NMS Security for STAR Dorm MOA with NANA Management Services, LLC;
3. Take no final action.

### **ADMINISTRATION'S RECOMMENDATION:**

The administration recommends the Board approve the NMS Security for STAR Dorm Memorandum of Agreement with NANA Management Services, LLC in the amount not to exceed \$151,013.52 as presented.

## SHORT-TERM SECURITY SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between NANA Management Services, LLC, an Alaska Limited Liability Company located at 800 East Dimond Boulevard, Suite 3-450, Anchorage, Alaska 99515 (“Vendor”), and Northwest Arctic Borough School District located at PO Box 51, Kotzebue, AK 99752 (“Client”), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”.

In consideration of the promises and mutual covenants set forth herein, the Parties hereto agree as follows:

### AGREEMENTS

1. **Term.** This Agreement commences on **August 11, 2025** and will continue until **May 1, 2026**, unless terminated earlier as provided in Section 5 of this Agreement.
2. **Scope of Work.** Vendor shall provide a single security officer for 12-hour shifts, 7 days a week.
3. **Assumptions.**
  - Client will provide suitable housing for the security officer.
  - Services will be provided for 38 weeks. Any additional weeks will be billed at the weekly rate, partial weeks will be billed per hour.
  - If service duration does not total 38 weeks, the remaining weeks will not be billed.
4. **Pricing.** Vendor shall charge Client for services at the rates below, with an anticipated annual cost not to exceed **\$151,013.52 (One Hundred Fifty-One Thousand Thirteen Dollars Fifty-Two Cents)**.

	Hourly Bill Rate	Weekly Total
Security Officer	<b>\$47.31 per hour</b>	<b>\$3,974.04 per week</b>

5. **Payment Terms.** Vendor shall submit an invoice to Client upon completion of the work. Payment is due fifteen (15) days after receipt of invoice by Client. Invoice will be sent to:

Northwest Arctic Borough School District  
PO Box 51  
Kotzebue, Alaska 99752

Vendor may charge, and Client agrees to pay, an administrative fee on late payments equal to one and one-half percent (1.5%) per month or, if it is less, the maximum allowed by law, from the date payment is due until paid. Upon termination of the Agreement, all outstanding amounts shall become immediately due and payable.

6. **Termination.**
  - a. *Voluntary Termination.* Either Party may terminate this Agreement, in whole or in part, for any or no reason, on thirty (30) days’ written notice to the other Party.
  - b. *Termination for Cause.* Each Party hereto shall have the right to terminate this Agreement in the event of a material breach by the other Party if such breach is not remedied within five (5) days after written notice of such default from the non-breaching Party.

A termination for cause will not deprive the terminating Party of any and all claims for damages arising out of the breach, or of any other remedy available at law or in equity. In no event will either Party be liable to the other for consequential or special damages or lost profits resulting from such breach.

Upon termination of this Agreement, all outstanding amounts for services provided prior to the date of termination shall immediately become due and payable.

7. **Insurance.** Vendor shall obtain and maintain during the term of this Agreement the following minimum limits of insurance coverage:

- a. Workers' Compensation Insurance as required by AS 23.30.045. This coverage must include statutory coverage and employer's liability protection for not less than \$100,000 per occurrence.
- b. General Liability Insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable.
- c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000 per person/\$500,000 per occurrence bodily injury and \$50,000 property damage, or \$500,000 combined single limit per accident.

Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form property insurance policies.

8. **Indemnity.** Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (as the "Indemnified Party"), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the termination of this Agreement.

9. **Amendments.** This Agreement may only be amended in writing signed by both Parties.

10. **Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except Vendor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any Affiliate of Vendor. Any purported assignment in violation of this section shall be null and void and of no force and effect. Subject to the terms hereof, this Agreement shall be binding on, and inure to the benefit of, the Parties, their heirs, successors and permitted assigns.

11. **Binding.** This Agreement shall be binding upon the Parties hereto, their successors and assigns.

12. **Compliance with Law.** Parties are in compliance with and shall comply with all applicable laws, regulations and ordinances. Parties have and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required to carry out the obligations under this Agreement.

13. **Entire Agreement.** This Agreement and all Work Orders issued pursuant to this Agreement constitute the entire Agreement between the Parties and supersede and replace any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. If any provisions of this Agreement or any Work Orders issued pursuant to this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. **Force Majeure.** Neither Vendor nor Client shall be liable for failure to perform its respective obligations hereunder when such failure is caused by earthquakes, fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of either Party.

15. **Governing Law and Forum.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Alaska, excluding choice of laws principals, and the laws of the United States. Any suit shall be brought in Superior Court in Anchorage, Alaska.

16. **Insolvency.** In addition to all other rights herein, either Party hereto may terminate this Agreement without prior notice should the other Party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other Party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

17. **Independent Contractor.** Vendor shall be an independent contractor and shall retain full and complete control over its employees, agents, and subcontractors. Nothing in this Agreement shall be deemed to create any employee employer relationship between Vendor's employees and Client. Nothing in this Agreement shall be deemed to create any partnership, agency or joint venture relationship.

18. **Notice.** Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by express courier, by electronic mail, or by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Vendor:

NANA Management Services, LLC  
Attention: Corporate Counsel  
800 East Dimond Boulevard, Suite 3-450  
Anchorage, Alaska 99515

To Client:

Northwest Arctic Borough School District  
PO Box 51  
Kotzebue, Alaska 99752

or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received.

19. **Severability.** Each portion, part or term of this Agreement shall be considered severable. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding and enforceable.

20. **Survival of Obligations.** The obligations of the Parties concerning indemnification, and liability shall survive the completion, termination or expiration of this Agreement.

21. **Taxes.** Any applicable sales or use taxes imposed by a taxing jurisdiction(s) in connection with or incidental to Services to be performed under this Agreement will be collected by Vendor and remitted to the appropriate taxing jurisdiction(s). Any sales or use tax to be collected and remitted by Vendor will be separately stated on all invoices.

22. **Waiver/Construction and Effect.** A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. No waiver by either Party of any default or breach on the part of one Party will affect the rights or remedies of either Party hereto in the event of subsequent violation or breach. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any Exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

23. **Consequential Damages.** Neither party shall be liable to the other for any special, incidental, indirect or consequential damages, nor for any loss of profits, production or business interruption arising out of or in connection with Vendor' performance under this Agreement.

24. **Personnel Obligations.** Each party hereto shall be solely responsible for all employment and personnel actions and all claims arising out of injuries occurring on the job for employees on its respective payroll.

25. **Safe Work Environment.** Client will provide Vendor a safe work environment.

26. **Counterparts and Electronic Signatures.** For the convenience of the Parties, any number of counterparts of this Agreement may be executed by any one or more Parties hereto, and each such executed counterpart shall be, and shall be deemed to be an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures until such time, if ever, as original counterparts are exchanged by the Parties.

27. **Signatories and Authority.** Each of the signing officials below represents, on behalf of his/her organization, that he/she has been duly authorized to enter into and execute this Agreement and to commit to the performance of the contract obligations stated herein.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Party: NANA MANAGEMENT  
SERVICES, LLC

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Party: NORTHWEST ARCTIC BOROUGH  
SCHOOL DISTRICT

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_