



North Slope Borough School District
P.O. Box 169, Utqiagvik, AK 99723

Memorandum of Agreement

(An MOA for more than \$10,000.00 must be approved by the School Board prior to start of contract. In a fiscal year MOA to the same contractor totaling more than \$10,000.00 must be approved by the School board prior to start of the contract).

Contractor: City of Wainwright MOA Control # _____

Address: PO Box 9 Wainwright AK 99782
 Street or POB City State Zip

(907) 763-2815 cityclerk@cityofwainwright.com and
finance@cityofwainwright.com

Area Code Phone # E-mail Address:

Federal ID # 92-0037299 Or Soc. Sec. #: n/a Alaska Business License # n/a

July 1, 2019 June 30, 2020 W-9 Attached W-9 Submitted Previously
 Start Date: End Date:
 (mmddyy) (mmddyy)

Contractor Agrees To: Provide program oversight for evening recreation at Alak School. Provide recreation assistants to run the after-school recreation program at school.
Agree to pay one-half of the costs. Schedule after-school recreation around sport practices, games, and school events. Invoice at least quarterly. Provide Insurance documentation. Agree to conduct background checks on recreation assistants. Addendum indemnifying State of Alaska incorporated herein.

District Contract Person: Don Dunbar Phone #: 852-9658 Ext _____
 Email Address: Don.dunbar@nsbsd.org Fax: _____

District Agrees To: Provide access to the gym. Notify the City the school sport practice schedule, games, and events. Agree to pay one-half the costs.

Payment Terms: Each entity agrees to fund one-half the cost each. District will pay based on invoice with supporting documentation.

Enter Account Code as Account #: 215.470.780.000.410 Amount \$20,000
 Total: \$20,000

MOA Not to Exceed: \$20,000 Budget Authority Approval: _____

A – GENERAL INFORMATION

1. All associated costs, not limited to fees and reimbursable, must be included in the MOA. All MOAs for more than \$10,000 require prior School Board approval before Contractor provides any service.
2. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to the Business Manager.
3. Prior to the starting date of the contracted services and/or activities, the Contractor and the NSBSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have signed the MOA.
4. The Contact Person will be responsible for obtaining the contractor’s signature and submitting the original MOA to the Business Manager.
5. The Contact Person must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Business Manager.
6. When the MOA involves travel paid by the NSBSD: a CTR (Contracted Travel Requisition) must accompany any invoice.
7. MOAs cannot be used for NSBSD employees.
8. Any NSBSD employee who authorizes services prior to the required approvals may be subject to disciplinary actions up to and including termination. (BP 4118 and 4218)
9. Addendum indemnifying State of Alaska Department of Commerce Community and Economic Development in compliance with Grant #19-NPRA-06 is attached and incorporated herein.

B – Contractor Responsibilities

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named has the Contact Person.
2. In accordance with the payment terms set forth on page 1, the Contractor shall submit an invoice with the appropriate documentation (copies of airline tickets, hotel bills, etc.) to the Contact Person for approval of payment. This MOA Control #: must be on the invoice.
3. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
4. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. No W-9, backup withholding of Federal taxes will be withheld per the present required – presently 29%.
5. The Contractor must provide proof of any liability insurance coverage required on page 1 of this MOA.
6. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NSBSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.
7. This contract may be terminated by either party with a 30 day written notice.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN. Any changes in the terms of this MOA must be on an ADDENDUM FROM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

Business Manager

Business Manager’s Signature

Date (mmddy)

Superintendent, NSBSD

Superintendent’s Signature

Date (mmddy)

City of Fairbanks
Contractor

[Signature]
Contractor’s Signature

04-27-2020
Date (mmddy)

Routing: Biz Mgr. Supt. Contractor Contact Person Admin. Svcs. Dept.
h/sh/executive admin/MOA/MOA template 2018-2019 NSBSD-MOA (08-22-18)

**Addendum to Memorandum of Agreement Control # _____ between
the City of Wainwright and the North Slope Borough School District:**

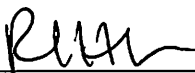
The City of Wainwright receives partial funding for the FY20 Wainwright After School Recreation Program through State of Alaska Department of Commerce, Community and Economic Development Grant #19-NPRA-06. The After School Recreation Program is subject to the terms of this grant agreement, including indemnification of the Department and the State of Alaska by the grantee, the City of Wainwright and its third-party contractors, with respect to the activities authorized by the grant agreement.

In compliance with the terms of the grant agreement, as a third party contractor, the North Slope Borough School District, its successors and assigns, will protect, save and hold harmless the Department of the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the North Slope Borough School District, its subcontractors assigns, agents, contractors, licenses, invitees, employees or any person whomever arising out of or in connection with any acts or activities related to the Wainwright After School Recreation Program authorized by Grant #19-NPRA-06.

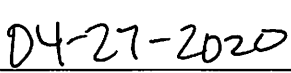
Approved by:

North Slope Borough School District

Date



City of Wainwright



Date