

# 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 Wa	inwright		MOA Control #					
Address:	PO Box 9			Wainwright			99782		
	Street or P	OB		City	S	State	Zip		
(907)	763-2815	· · · · · · · · · · · · · · · · · · ·	anager@city nce@cityofv						
Area Code	Phone #	E-mail A	Address:						
Federal ID#	92-003729	9 Or Soc. S	ec.#: <u>n/a</u>	<i>F</i>	Alaska Bus	siness Licer	nse # <u>n/a</u>		
L.L. 1 2022	I	20, 2022	<b>XX</b> 7. (	N A 44 1 1	***	7001	1D ' 1		
July 1, 2022 Start Date: (mmddyy)	End 1	30, 2023 Date: ddyy)	□ W-9	Attached Attached	X□W	-9 Submitt	ed Previously		
Contractor Ag	grees To:	Provide program oversight for evening recreation at Alak School. Provide							
		recreation as	sistants to ru	n the after-	school rec	reation pro	gram at school.		
		Agree to pay	one-half of	the costs. S	chedule af	ter-school	recreation around		
		sport practic	es, games, ar	nd school ev	ents. Invo	oice at least	quarterly. Provide		
		Insurance documentation. Agree to conduct background checks on recreation							
		assistants. Addendum indemnifying State of Alaska incorporated herein.							
District Contract Person: Email Address:		Don Dunbar Don.dunbar@nsbsd.org Phone #: 852-9658 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.							
		schedule, gai	mes, and eve	ents. Agree	to pay one	-naii the co	osts.		
Payment Terms:		Each entity agrees to fund one-half the cost each. District will pay based on invoice with supporting documentation.							
		based on inv	oice with sup	oporting do	cumentatio	on.			
Enter Account	t Code as	Account #:	215.470.780.	000.410	Amount	\$ 37,02	23.00		
					Total:	\$ 37,02	23.00		
MOA Not to I	Exceed:	\$	Budget Au	thority App	roval:				

#### 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.

### <u>B – Contractor Responsibilities</u>

- 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 (mmddyy)
Superintendent, NSBSD	Super	rintende	ent's Signature	Date (mmddyy)	
Chester Ekak, Mayor City of Wainwright - Contractor	Contractor's Signature				Date (mmddyy)
Routing: □ Biz Mger. □ h/sh/executive admin/MOA/MOA templat	Supt.		Contractor		Contact Person ☐ Admin. Srvs. Dept. NSBSD-MOA (09-08-21)

## 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 FY23 Wainwright After School Recreation Program through State of Alaska Department of Commerce, Community and Economic Development Grant #19-NPRA-06 and 22-NPRA-25. The Alak School 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 Grants #19-NPRA-06 and #22 NPRA-25..

Approved by:		
North Slope Borough School District	Date	
City of Wainwright		