

GRANT CONSULTING AGREEMENT

This GRANT CONSULTING Agreement ("Agreement") is made by and between the Contractor "Alcyon Consulting" and the Client "City of Gustavus" (collectively referred to as the "Parties") with an effective date of _____, 2026 ("Effective Date").

1. Services.

The Contractor agrees to provide the following grant and project planning services:

- Task 1: Grant & Project Matrix

The Contractor will build a comprehensive master spreadsheet covering all active and pending City of Gustavus projects. For each project, the matrix will capture:

- Project name, description, and current status
- Funding secured to date and remaining funding gap
- Grant programs pursued, amounts requested, and outcomes
- Active grant agreements, reporting deadlines, and compliance requirements
- Recommended priority level and identified next steps
- Notes and contacts for key partners (e.g., DOT, AML, Denali Commission)

- Task 2: Grant Calendar

The Contractor will build a 12-month grant calendar that includes:

- Upcoming grant deadlines relevant to the City's priority projects as identified in the CIP Analysis conducted by HDR
- Reporting due dates for all active awards
- Projected NOFO dates for future funding opportunities

- Task 3: Deliverable Review Session

The Contractor will conduct one virtual review session (approximately 60 minutes) to walk the Client through the completed deliverables and answer questions.

2. Deliverables.

Upon completion, the Contractor will provide the Client with:

- One completed Grant & Project Matrix (Excel or Google Sheets format)
- One 12-month Grant Calendar (Excel or Google Sheets format)
- One written executive summary of recommended next steps and top funding priorities
- One 60-minute virtual review session

3. Term. This Agreement shall be effective as of the Effective Date and will continue until all deliverables have been accepted by the Client, unless otherwise terminated in accordance with Section 10. The project is anticipated to be completed within six (6) weeks of commencement. The fees specified in this Agreement are valid through March 15, 2026.

4. Fees. The total fixed fee for services is Six Thousand Five Hundred Dollars (\$6,500.00), payable in two equal installments: (1) \$3,250.00 due upon execution of this Agreement to initiate work; and (2) \$3,250.00 due upon delivery of all final deliverables. The Contractor will provide a written invoice for each installment. The Subcontractor shall be solely responsible for paying all income, revenue, or other taxes incurred in connection with the compensation received under this Agreement.

5. Payment. The Client shall not make any payment to the Contractor unless and until it verifies that all services for which payment is requested have been fully and satisfactorily performed. Approved payments shall be made within fifteen (15) days following receipt of invoice from the Contractor. There are no travel costs associated with this Agreement. All work will be performed remotely. Should in-person travel be requested by the Client, all travel, per diem, lodging, and ground transportation will be billed at cost and must be approved in writing by the Client in advance.

6. Client Responsibilities.

The Client will ensure that the Contractor has access to necessary systems and documents to complete the Services. Specifically, the Client agrees to:

- Provide relevant documents within five (5) business days of the kick-off call, including the Capital Improvement Plan (CIP), monthly administrator grant update reports, and prior grant applications and grant reports for active grants
- Designate a primary point of contact for communications and document review
- Make the designated point of contact available for a kick-off call and a final review session
- Share documents via Google Drive or a mutually agreed file-sharing platform
- Provide written feedback on draft deliverables within seven (7) business days of receipt

It is the sole responsibility of the Client to provide appropriate, accurate information to the Contractor. Should the information not be accurate, the Contractor bears no liability.

7. Contractor Representations and Warranties. The Contractor represents and warrants that they are fully qualified to complete the Services through education and experience, including extensive background in Alaska state and federal grant programs, grant writing, and project management.

8. Confidentiality.

The Contractor agrees that all Confidential Material, as defined below, is the exclusive and confidential property of the Client and must be protected as such. "Confidential Material" includes, without limitation, internal financial information, grant applications and supporting documentation, project plans, and all information pertaining to the City of Gustavus's operations, funding strategy, and affairs. The Contractor agrees to the following covenants:

- a. At any time during the term of this Agreement and thereafter, the Contractor shall use Confidential Material only in the performance of the contracted services and must not use Confidential Material for their personal benefit or for the benefit of any person or entity other than the Client.
- b. At no time may the Contractor use, copy, or transfer Confidential Material other than as necessary in carrying out the Services, without first obtaining the Client's prior written consent.
- c. Upon termination of this Agreement, the Contractor shall promptly deliver to the Client all records, documents, and other materials in any format made by the Contractor or which came into their possession during the term of this Agreement, concerning the business and affairs of the Client. The Contractor retains the right to reference the Client's name in the Contractor's client list and to use non-confidential, anonymized portions of deliverables as examples for prospective clients.

9. Indemnification by Contractor. The Contractor agrees to defend, indemnify, and hold harmless the Client against any and all losses, claims, actions, or liabilities arising from a breach of this Agreement or the negligent acts or omissions of the Contractor.

10. Indemnification by Client. The Client agrees to defend, indemnify, and hold harmless the Contractor against any claims arising from a breach of this Agreement or the negligent acts or omissions of the Client.

11. Ownership. Upon full payment by the Client, all materials, work product, and deliverables produced by the Contractor under this Agreement shall be the sole and exclusive property of the Client. All work prepared by the Contractor shall be considered "works made for hire" as contemplated by Sections 101 and 201 of the United States Copyright Act of 1976, as amended.

12. Termination. This Agreement may be terminated by the Client with written notice. The Contractor may terminate with thirty (30) days' written notice. In the event of termination, the Contractor shall be compensated for work performed prior to the termination date, prorated against the total fixed fee based on percentage of work completed. Upon termination, all materials must be returned to the Client.

13. Independent Contractor. The Contractor is an independent contractor for all purposes and shall not be considered an employee of the Client. The Contractor will be solely and entirely responsible for its acts and for maintaining all appropriate business licenses, worker's compensation insurance, and other insurance. The Contractor is responsible for all taxes and other withholdings from any compensation received under this Agreement.

14. Assignment. The Contractor may not assign or transfer this Agreement without the prior written consent of the Client. The work required under this Agreement will be performed by Erin Heist, Alcyon Consulting.

15. Amendment. This Agreement may be amended only with mutual written consent. Any changes, additions, or deletions to the scope of services shall be agreed upon in writing by both parties before work on the changed scope begins.

16. Integration. This Agreement represents the entire integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

17. Notices. Notices shall be in writing and delivered via personal delivery, U.S. mail, or email to the addresses identified by each party.

18. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Alaska.

19. Assumptions and Limitations. While the Contractor will put forth the most thorough and competitive work product possible, the success of grant applications ultimately depends on various external factors including the grant review process, funder priorities, and competition. The Contractor makes no guarantee of funding outcomes. This Agreement is not an exclusive arrangement; both parties are free to enter into similar agreements with other parties, provided no conflict of interest arises.

CITY OF GUSTAVUS

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Gustavus, AK 99826

ALCYON CONSULTING

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AUTHORIZED BY:

CITY OF GUSTAVUS

Signature

Kathy Leary
City Administrator

Date

ALCYON CONSULTING

Signature

Erin Heist
Owner

Date