

Consulting Services Agreement Between Tessa Baldwin, Sailaq, LLC and City of Kotzebue

This Consulting Services Agreement (“Agreement”) is made and entered into on this 21st day of November, 2024, by and between the **City of Kotzebue City Council** (“Client”) and **Tessa Baldwin, Sailaq LLC** (“Consultant”) with such services commencing on or after January 18, 2025.

1. Services Provided

Consultant agrees to provide grant writing, grant and project management, and reimbursement submission services for the City of Kotzebue **at the hourly rate of \$175**. Consultant will manage the following grants, including any reporting and documentation requirements associated with each:

- VIF - Cape Blossom
- VIF - Emergency Mitigation
- VEI - Cudd Hall
- DLS - Cape Blossom Port Authority
- AHFC - Housing Project
- Denali Commission - Washeteria
- VIF - Car Crusher
- VEI - Landfill Upgrade
- SRF - Swan Lake and Lagoon Loop
- SRF - Vortac Lake Dam
- SRF - Water Treatment Plant
- VIF - Bulldozer
- PIDP - Cape Blossom Planning
- Denali Commission - CBR Phase II

In addition, **after January 17, 2025, when requested**, Consultant will provide consulting and transitional services to the **new incoming** city manager to facilitate a cohesive transition for the next administration. Services include strategic planning, knowledge transfer, project status reporting, and any other transition-related assistance as required to ensure continuity of grant management and project planning.

In addition to grant management, the Consultant offers comprehensive grant writing services at the same rate of \$175 per hour. Upon identifying a need in collaboration with the City of Kotzebue, the Consultant can research relevant funding sources, write, and submit grant applications. The Consultant will work closely with city staff to ensure all necessary documentation and information are prepared for successful grant submissions. Furthermore, **as noted above**, the Consultant **can** provides transitional advising services for the incoming city manager, offering support to ensure continuity in ongoing projects and guidance on capital projects. The City of Kotzebue may also

request assistance from the Consultant to identify new capital projects, develop a strategic plan, or other consulting services as needed. For these additional services, an addendum to this agreement **shall** will be established to define the scope and terms.

2. Rate of Compensation

The Client agrees to compensate Consultant at a rate of \$175 per hour for services rendered. An invoice **with details of services provided** will be submitted by Consultant ~~during the last week of each month,~~ covering all services provided in **the** that month. The Client agrees to process payment within **ten (10) days** ~~one week~~ of receipt of the invoice.

3. Reimbursement of Expenses

All expenses incurred by Consultant that are directly related to the services rendered (e.g., travel expenses, administrative fees, or other costs directly associated with grant management) must be pre-approved by the Client. Approved expenses will be **included in** the monthly invoices submitted as set out in 2, above. ~~reimbursed by the Client within one week of receipt of an expense invoice submitted by Consultant.~~

4. Term and Termination

This Agreement will commence on the date above and continue until either party provides written notice of termination. Either party may terminate this Agreement with 30 days' written notice to the other party. In the event of termination, Consultant will be compensated for all services rendered up to the termination date.

5. Independent Contractor Status

Consultant is an independent contractor and is not an employee of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties. Consultant will be responsible for payment of all taxes arising from Consultant's income.

6. Confidentiality

Consultant agrees to maintain the confidentiality of any proprietary or confidential information provided by the Client during the term of this Agreement. All reports, data, and information created by Consultant in the performance of this Agreement shall remain the property of the Client.

7. Liability and Indemnity

The Client shall indemnify, defend, save and hold harmless, at its sole cost and expense, the Consultant and its respective officers, agents and employees from all losses sustained on account of any suit, judgment, execution, claim or demand, whatsoever, resulting from the Client's own acts, omissions or negligence arising out of or related to the Consultant's services. Likewise, the Consultant shall indemnify, defend, save and hold harmless, at its sole cost and expense, the Client and its respective officers, agents and employees from all losses sustained on account of any suit, judgment, execution, claim or demand, whatsoever, resulting from the Consultant's own acts, omissions or negligence arising out of or related to the Consultant's services. The purpose of this Mutual Indemnification Agreement is for the

Client to indemnify the Consultant and for the Consultant to indemnify the Client for any losses incurred by one Party as a result of the other Party's negligence. This paragraph shall be construed as a Mutual Indemnification Agreement to the fullest extent allowed by law.

Consultant agrees to perform all services under this Agreement with due care, diligence, and professionalism. Consultant shall not be liable for any indirect or consequential losses arising from services provided under this Agreement. The Client agrees to indemnify and hold harmless Consultant from any claims arising from actions or inactions under this Agreement, except in cases of gross negligence or willful misconduct.

8. Commencement of the Agreement and Termination

The agreement will commence on January 18th, 2025, the day after Tessa Baldwin's resignation as City Manager, ensuring a seamless transition of responsibilities. Termination of this agreement can be **had as provided in 4, above**, held by both parties which must be submitted in writing with a 30 day notice.

9. Notices

All notices under this Agreement shall be sent to the parties at the addresses listed below:

City of Kotzebue City Council

Address: PO Box 46, Kotzebue, AK 99752

Email: dlie@gci.net

Tessa Baldwin, Sailaq LLC

Address: 682 Caribou Drive, Kotzebue, AK 99752 **<--need a mailing address**

Email: teressakayeb@gmail.com

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements. Any modifications to this Agreement must be made in writing and signed by both parties.

11. Dispute Resolution

Any dispute, whatsoever, concerning this Agreement and/or termination of this Agreement shall be resolved by good faith, non-binding mediation between the Consultant and the Client. If such non-binding mediation shall not resolve all disputed matters, the Consultant and the Client agree to submit any unresolved disputes to binding arbitration (with a single arbitrator). This arbitration shall be the sole remedy for any and all disputes arising under this Agreement, including termination of this Agreement, and the decision of the Arbitrator shall be the complete, final adjudication of any and all such disputes under this Agreement. The site of any such arbitration shall be in Kotzebue, Alaska, at a location agreed upon by the Consultant and the Client.

The arbitration shall be governed by Alaska’s Revised Uniform Arbitration Act as set forth in A.S. 09.43.300 to A.S. 09.43.595. Damages, if any, awarded by an arbitrator shall be limited to non-tort, contract damages allowed by Alaska law, with full, reasonable fees and costs awarded to the prevailing party by the Arbitrator, with the determination of prevailing party status governed by the Alaska case law developed under Alaska Rule of Civil Procedure 82.

12. Severability

All agreements and covenants herein are severable, and in the event of any of them, with the exception of those contained in Sections 1, 3, and 5 hereof, shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Services Agreement on the date first written above.

City of Kotzebue

By: Derek Haviland-Lie

Title: Mayor

Date: November 21, 2024

_____ [signature] – as authorized by Resolution 24-74, November 21, 2024 and KMC 2.08.020(A)

Tessa Baldwin, Sailaq LLC

By: Tessa Baldwin

Date: November 21, 2024

_____ [signature]