

WINDWARD STRATEGIES LLC

June 24, 2022

Glenn Steckman
City Manager
City of Nome
102 Front Street
Nome, AK 99762

Re: Engagement Letter

Dear Glenn:

I am very pleased to have the opportunity to continue to provide government affairs services to the City of Nome. This letter will serve to record our agreement of the terms and conditions of the representation.

Scope

- Windward Strategies agrees to represent the City and Port of Nome as follows:
- Engaging with ACOE HQ and OMB officials to ensure the Arctic Deep Draft Port project continues to move forward;
- Facilitating the City's communications with the Alaska Congressional delegation;
- Exploring federal funding sources for the ADDP;
- Supporting the City's requests for, and implementation of, federal appropriations, and legislative and regulatory provisions to benefit the community of Nome
- Other matters as identified by the City and Port of Nome.

On matters covered by this agreement, Windward Strategies agrees to provide such government relations services as determined to be reasonably required to represent the City and Port of Nome, to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention, and to respond to your reasonable inquiries.

All work will be coordinated by the Mayor, City Manager and Port Director, including any collaboration with additional resources.

Cost

The City of Nome agrees to pay Windward Strategies a \$5000.00 monthly retainer for this representation. In addition to this monthly retainer, Windward Strategies may incur various out-of-pocket expenses performing services on behalf of the City of Nome, including but not limited to local transportation costs in DC and Seattle. Prior to incurring any travel expenses such as airfare or hotel, Windward Strategies will seek prior approval from the City of Nome.

Windward Strategies will send you monthly statements for the retainer amount and any additional costs incurred. Payment is due within 30 days of the date of invoice and may be made by electronic transfer or check.

Term

This contract will commence on July 1, 2022 and continue through June 30, 2023.

Additional provisions

Nothing in this agreement and nothing in Windward Strategies' statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which may be made from time to time are expressions of opinion only.

This agreement constitutes a single, integrated written contract expressing the entire agreement of the City of Nome and Windward Strategies. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.

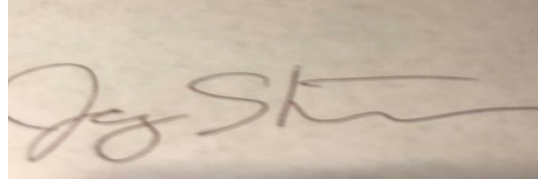
Either party may withdraw from this agreement without cause upon the provision of 30 days' notice to the other party.

This agreement will take effect when you sign it, but its effect will be retroactive to the date Windward Strategies first performed services on your behalf.

If these terms are acceptable to you, please sign in the space provided below and return an electronic copy of this agreement and retain a copy for your files.

I appreciate your confidence in Windward Strategies and look forward to working with you.

Sincerely,

A photograph of a handwritten signature in dark ink on a light-colored surface. The signature is cursive and appears to read "Jay Sterne".

Jay Sterne

ACCEPTANCE

I have read and understand the foregoing terms and agree to them as of the date that Windward Strategies first provided services to the City and Port of Nome.

Dated: _____ City of Nome

By: _____ Glenn Steckman, City Manager