CONSULTING SERVICES AGREEMENT

This Agreement is effective as of July 1, 2025 between Legislative Consultants, LLC (hereinafter called LC), 224 Fourth Street, Juneau, Alaska 99801 and the City of Nome.

In consideration of the mutual promises herein set forth the parties agree that:

• LC, as an independent contractor and not as an employee of the City of Nome will perform consulting and lobbying services for and at the request of the City of Nome in furtherance of the City of Nome's legislative and administrative priorities.

<u>Terms</u>

• This Agreement shall be in effect from July 1, 2025, thru June 30, 2025. Either party may terminate this contract with 60 days written notice.

Compensation

• The City of Nome agrees to pay LC not to exceed the sum of \$85,000/year for lobbying and consulting services. The City of Nome is not liable for the payment of Consultant's taxes including, but no necessarily limited to, state and federal income taxes, social security taxes, welfare taxes, unemployment contributions, disability insurance, training taxes and prepayments, estimated payments or withholdings required for such taxes. Any expenses related to travel or entertainment require prior authorization by the Lee Smith.

Invoices

• The City of Nome will make payments for services set forth upon receipt of an invoice from LC. The invoice will reference this Agreement and set forth a summary of services rendered.

Assignment

• Consultant shall not assign this Agreement to any person, firm, partnership, corporation, or other entity without the prior written consent of the City of Nome.

<u>Reporting</u>

• LC will submit oral or written reports as appropriate and as requested by the City of Nome regarding the activities pursuant to this Agreement.

Independent Contractor

FY26 Legislative Consultants in Alaska Consulting Services Agreement

Consultant is an independent contractor that has agreed to perform the services. The City of Nome agrees to hold Consultant harmless and indemnify him for any and all claims, lawsuits, judgement or obligations, including attorney's fees, experts' fees and costs of litigation arising as a result of work performed under this Agreement, which are not caused by, nor arise from, any act of consultant or his representatives, in whole or in part. Consultant warrants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

Contract Administration

• Lee Smith is the representative with authority to administer this Agreement. In that capacity he/she is authorized to receive and approve invoices and agree to any modification of this

Any requests for additional and/or difference services to be performed by LC Shall, unless expressly waived by LC, be the subject of separate contract to be negotiated by the parties.

LC will use its best efforts to ensure that the client's interests are represented as they pertain to legislation and appropriations. LC does not warrant or guarantee the success of its efforts.

LC recognizes that it may become aware of confidential information relating to the City of Nome and its' business plans and operations and covenants and agrees that such information will remain confidential and not disclose to any other party without permission from the City of Nome.

ACCEPTED BY:

Lee Smith

City Manager, City of Nome

Date

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FY26 Legislative Consultants in Alaska Consulting Services Agreement