

# Consulting Contract

This Consulting Contract (“Contract”) is being made between Lori Richmond (“Consultant”) located at 2402 Eagle Avenue, Saxman AK and the Organized Village of Saxman (“Client”), a federally recognized tribe. Lori Richmond (Consultant) and the Organized Village of Saxman (Client) may also be referred to as “Party” or together as the “Parties”. This Contract will become effective on \_\_\_\_\_ (“Effective Date”).

**IN CONSIDERATION OF** the Consultant providing their expertise and services, and the Client receiving and providing compensation for the expertise and services, the Parties agree to the following:

## 1. Services

The Consultant agrees to perform the following services (“Services”):

- a) Attend meetings of the Tribal Council when there is at least 48 hours notice of the meeting taking place or, if less, with the expressed consent of the consultant.
- b) Keep the Council journal
- c) Ensure that meetings are properly noticed
- d) Prepare agendas and agenda packets
- e) Take oaths, affirmations and acknowledgments as necessary
- f) Act as the parliamentary advisor to the Council
- g) Prepare Resolutions as requested by the governing body
- h) Act as the Clients notary
- i) Submit a monthly report to the Tribal Council President

## 2. Retainer

The Consultant will invoice the Client on the first day of every month for all Services performed and all pre-approved expenses incurred during the previous month. The Client must pay the invoice within fourteen (14) calendar days. If payment is not delivered to the consultant by the 14<sup>th</sup> of each month the client will incur a \$100 penalty for each 7 day week it is over due. Payments must be via electronic payment or delivered check. It will not be the consultants responsibility to pick up a payment check, although if both agree, this can be done.

## 3. Expenses

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred in providing the Services. The Client must pre-approve all expenses. The Consultant must include proof and receipts for all reimbursable expenses.

#### 4. Term and Termination

- i. Term:  
This Contract will begin on the Effective Date and will continue until September 30<sup>th</sup>. At the October 4<sup>th</sup> meeting the Consultant will present to the Council a report of progress and the Tribal Council will decide if they want to engage in another contract.
- ii. Termination:
  - a. Either Party may terminate this Contract at any time by
  - b. providing the other Party with a thirty (30) day written notice or final payment.
- iii. Either Party may terminate this Contract at any time, with or without notice, if the other Party breaches any material term of this Contract.

#### 4. Relationship of the Parties

- i. Binding Authority.  
The Consultant does not have the authority to bind the Client to any contracts or commitments without the Client's written consent.
- ii. Independent Contractor.  
The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.
- iii. No Exclusivity.  
The Parties understand this Contract is not an exclusive arrangement. The Parties agree they are free to enter into other similar Contracts with other parties.
- iv. Ownership.  
All work product created by the Consultant in connection with performing the Services is the exclusive property of the Client and the Client is free to use the work product without any restrictions.

#### 6. Confidentiality

The Consultant understands they may have access to the Client's confidential information. The Consultant agrees to use the Client's confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Client's confidential information with anyone else unless they are required to by law. The Consultant's obligation to maintain confidentiality will survive termination of this Contract and will remain in effect indefinitely. The Client may ask the Consultant to sign a separate confidentiality Contract which is to be expressly incorporated as a part of this Contract.

## 7. Dispute Resolution

### i. Negotiation.

In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation, Mediation or Binding Arbitration. If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of Alaska.

### ii. Litigation and Choice of Law.

If litigation is necessary, this Contract will be interpreted based on the laws of the State of Alaska, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of Alaska.

### iii. Attorney's Fees.

The prevailing party may recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

## 8. General

### i. Amendments.

This Contract may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Contract will apply to any amendment made unless otherwise stated in the amendment.

### ii. Assignment.

The Parties may not assign the responsibilities they have under this Contract to anyone else.

### iii. Attachments.

All attachments are expressly incorporated as an integral part of this Contract.

### iv. Complete Contract. This Contract constitutes the Parties entire agreement. This Contract supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Contract. Any subsequent changes to this Contract must be made in writing and signed by both Parties.

## 9. Indemnification.

The Parties agree to indemnify one another against all damages caused by their negligent acts and/or performance.

10. Severability.

If any section of this Contract is found to be invalid, illegal, or unenforceable, the rest of this Contract will still be enforceable.

11. Standard of Performance.

The Consultant acknowledges and represents they have the necessary training, experience, and credentials required to perform the Services. The Consultant agrees to follow professional standards and applicable laws when providing the Services.

12. Waiver.

Neither Party can waive any provision of this Contract, or any rights or obligations under this Contract, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

9. Notices

All notices under this Contract must be sent by email with read receipt, or by certified or registered mail with return receipt requested.

Notices must be sent to:

Consultant

Lori Richmond  
Route 2 Box 1  
Ketchikan AK 99901

Client

Organized Village of Saxman  
Route 2 Box 2  
Ketchikan AK 99901

\_\_\_\_\_  
By signing below, the Parties agree to the terms of this Contract.

Consultant:

Printed Name: Lori Richmond

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Client:

On behalf of the Organized Village of Saxman:

Printed Name: Joe Williams, President

Signed \_\_\_\_\_

Date: \_\_\_\_\_