

## CONSULTING AND LOBBYING SERVICES AGREEMENT

This Consulting and Lobbying Services Agreement ("Agreement") is effective September 1, 2022, by and between the Haines Borough ("Borough") and Windward Strategies LLC ("Consultant"). This Agreement will terminate on December 31, 2023 or sooner as provided in this Agreement. Consultant will provide government relations services for The Haines Borough within the federal government. Consultant will take direction from the Haines Borough designee, who will serve as Consultant's primary point of contact. The Haines Borough initial designee for purposes of this Agreement shall be The Haines Borough Manager. The Haines Borough may change its designee at any time by delivering written notice of such change to Consultant.

1. The scope of work to be performed by Consultant ("Work") specifically relates to government relations between The Haines Borough and the U.S. Government pertaining to The Haines Borough interests. Consultant will cooperate with and coordinate Work activities with The Haines Borough designee.
2. Consultant's Work is subject to instructions received from The Haines Borough Manager in performing its services under this Agreement, Consultant will be and remain an independent contractor with control over the manner in which Consultant performs such services. Consultant will not hold itself out as an agent of The Haines Borough and will require that its officers, directors and employees refrain from holding themselves out as employees or agents of The Haines Borough. Consultant will be solely responsible for all compensation of its personnel and all federal, state and local employment taxes or other withholdings related to such compensation. Consultant agrees to coordinate efforts, as needed, with the Haines Borough's state lobbyist, Ted Popley.
3. In exchange for Consultant's services under this Agreement, The Haines Borough shall pay Consultant a monthly consulting fee of Three thousand (\$3,000) during the term of this Agreement. Payment may be in lump sum or on a monthly basis at the rate of \$3,000.00 per month with the first payment due upon execution of this Agreement and like payments due monthly. Out of pocket expenses outside of the DC metro area will be reimbursed if approved in advance by the Haines Borough Designee.
4. The Haines Borough or Consultant may terminate this Agreement at any time for any reason (or for no reason) upon thirty (30) days written notice to the other party, without liability or penalty to either party. The cancellation or termination of this Agreement will not affect The Haines Borough's obligation to pay the compensation, due Consultant as of the termination date (which shall be at least 30 days after the date of any termination notice).
5. Consultant shall complete the Work in accordance with all applicable laws, rules, regulations, administrative directions, and orders. Consultant shall not pay any commission, fee or rebate, or make any gift of significant value to any employee of The Haines Borough or regulator in connection with this Agreement. During



the term of this Agreement, Consultant shall comply with and abide by all lobbying, ethical, registration, or notification requirements under federal or Alaska law or such other jurisdictions applicable to Consultant and shall comply with and abide by all lobbying, ethical, registration or notification requirements under federal or Alaska law or such other jurisdictions applicable to The Haines Borough.

6. Consultant acknowledges that it may receive from The Haines Borough certain non-public information in connection with this Agreement. Consultant shall and will require its directors, officers, employees, and representatives to (1) treat such information as confidential, (2) not use any such information except for the purpose of performing the services contemplated by this Agreement, and (3) not disclose to any third party such information, except as may be required by law or legal process or as authorized by The Haines Borough in writing. All files, documents, and other property of whatever nature made available to Consultant by The Haines Borough will remain the property of The Haines Borough and will be surrendered by Consultant to The Haines Borough promptly upon termination of this Agreement. The obligations of Consultant under this Section & will survive the termination or cancellation of this Agreement.
7. During the term of this agreement, Consultant shall not provide services to or acquire any interest in a competitor of The Haines Borough (except for an interest not exceeding 1%, acquired for investment purposes, in a company whose stock is traded on a public exchange) without The Haines Borough's prior approval.
8. Consultant shall retain ownership of all copyrights and other rights in and to any reports, analyses, or other original works authored by Consultant pursuant to performing services under this Agreement and no such work shall be considered a work made for hire under the Copyright Laws of the United States. Consultant hereby grants to The Haines Borough a limited, non-exclusive, non-transferable license to use, for The Haines Borough's own purposes, all such works created by Consultant in performing this Agreement.
9. This Agreement and the documents incorporated herein constitute the complete agreement and supersede all prior agreements or understandings, written or oral, between the parties, with respect to the subject matter hereof. This Agreement shall not be assigned by Consultant without prior written consent of The Haines Borough.
10. No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

11. The parties shall resolve any disputes arising under this Agreement through binding arbitration pursuant to the Alaska Revised Uniform Arbitration Act, Alaska Statutes 09.43.300-09.43.595. Any arbitration hearing shall be held in Haines Alaska, with parties bearing their own costs.

If the foregoing accurately reflects your understanding of our agreement, please so signify by signing and returning this letter to the undersigned.

Windward Strategies LLC

By: \_\_\_\_\_

  
Jay Sterne, Principal

ACCEPTED AND AGREED this 27 day of September, 2022

The Haines Borough

By: \_\_\_\_\_

*Annette Kreitzer*

Annette Kreitzer

Its: Borough Manager

ATTEST:



Alekka Fullerton, Borough Clerk

