



**AGREEMENT BETWEEN
CITY OF LEWISVILLE
AND
BIRD ADVOCACY AND CONSULTING, INC.**

This Agreement is made this _____ day of _____ 2021, by and between the **CITY OF LEWISVILLE (City)** and **BIRD ADVOCACY AND CONSULTING, INC.** (Consultant). In consideration of mutual obligations set forth herein, the parties agree as follows:

1. TERM; DUTIES.

- (a) The term of this Agreement will begin on June 1, 2021 and shall remain in effect unless terminated by either party according to Paragraph 3 of this agreement.
- (b) The City agrees to retain the Consultant, Brandi Bird, to provide government relations services on behalf of the City, in order to implement the city's legislative agenda.

2. COMPENSATION

In consideration of Consultant's satisfactory performance of this Agreement, City shall pay to the Consultant an hourly rate of \$200 per hour for government relations services in even years, not to exceed \$40,000 annually. In odd years, the contract shall convert to a monthly retainer of \$6,000 per month. Each year on June 1st, the monthly retainer may be increased up to 3% to account for inflation. An invoice will be sent to the City at the address designated by Paragraph 5 of this Agreement, on the 1st of the month, payable within 30 days.

3. TERMINATION

- (a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days' prior written notice of termination to the other party.
- (b) Termination of this Agreement for any reason shall not relieve either party from its obligation to perform up to the effective date of termination or to perform all obligations that survive termination.

4. CONFIDENTIALITY

All information that Consultant obtains and/or develops in the performance of this Agreement shall be treated, maintained, and held by Consultant as confidential information, which Consultant shall not disclose or use for any purpose other than the performance of this Agreement.

5. NOTICES

All notices required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, hand delivered, or via reputable overnight air courier, addressed as follows:

If to City:

City of Lewisville
Attn: Donna Barron
151 W. Church Street

Lewisville, TX 75057

If to Consultant:

Bird Advocacy and Consulting, Inc.

Attn: Brandi Bird

6101 Long Prairie Rd, Ste. 744-240

Flower Mound, TX 75028

6. MISCELLANEOUS

This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter. This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of all parties and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF LEWISVILLE

By: _____

Name: _____

Title: _____

BIRD ADVOCACY AND CONSULTING, INC.

By: _____

Name: _____

Title: _____