



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

This Agreement is by and between the **CITY OF LEWISVILLE (City)** and **BIRD ADVOCACY AND CONSULTING, INC. (Consultant)**, collectively referred to herein as the "Parties" and individually as "Party." 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 the effective date and shall remain in effect until December 31, 2026, or unless terminated by either Party according to Paragraph 3 of this Agreement. This Agreement may be extended for an additional 2-year period by mutual written agreement of Consultant and the Lewisville City Manager.
- (b) The City agrees to retain the Consultant to provide government relations services on behalf of the City, in order to implement the City's legislative agenda.
- (c) The Consultant agrees 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 a monthly retainer of \$6000/month for government relations services. Beginning January 1, 2026, the monthly retainer shall be increased by 3% to account for inflation and shall increase by 3% on each subsequent year on January 1 during the term of this Agreement. 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

Except as otherwise provided by law, 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: Claire Powell
151 W. Church Street
Lewisville, TX 75057

If to Consultant:

Bird Advocacy and Consulting, Inc.
Attn: Brandi Bird
2650 FM 407 E, Ste 145 #199
Bartonville, TX 76226

6. INDEPENDENT CONTRACTOR

Consultant shall perform her obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. Consultant hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust between the Parties. Nothing contained in the Agreement shall create a contractual relationship with, or any rights in favor of, any third party.

7. MISCELLANEOUS

This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior written or oral understandings. 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.

8. STATUTORY VERIFICATIONS

The Consultant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- (a) *Not a Sanctioned Company.* The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) *No Boycott of Israel.* The Consultant hereby verifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not

boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities.* The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies.* The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

9. EFFECTIVE DATE

This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

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

CITY OF LEWISVILLE

By: _____

Name: _____

Title: _____

Date: _____

BIRD ADVOCACY AND CONSULTING, INC.

By: Brandi Bird

Name: Brandi Bird

Title: President

Date: 1/8/25