

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into in Denton County, Texas by and between BURT R. SOLOMONS ("BRS") and THE CITY OF LEWISVILLE, TEXAS, a home-rule municipality ("Client"). This agreement shall be effective upon last date of its execution by both parties (the "Effective Date").

1. Services to be performed

BRS will consult and help the Client develop strategies to accomplish Client's legislative purposes and agenda during the term of this Agreement.

2. Payment

a. In consideration for the services to be performed by BRS, Client agrees to pay BRS an amount of \$4,000 per calendar month, beginning OCTOBER 1, 2017, exclusive of any out-of-pocket approved by Client described in section 2(b) below. Payments will be mailed to P.O. Box 117264, Carrollton, TX 75011-7264.

b. BRS will furnish all materials, equipment and supplies used to provide the services required by this Agreement. BRS may bill Client for out-of-town travel other than to Austin, Texas or the surrounding Denton, Dallas, Collin or Tarrant counties, or food/soft drink only expense if allowed by state law. No alcohol beverages of any kind will be billed or otherwise reimbursed by Client. Any individual expense exceeding \$100 or any expenses in the aggregate that exceed \$250 per month must be pre-approved by Client in writing.

c. BRS shall invoice Client at the beginning of each month for the out-of-pocket expenses and paid upon receipt. Claims for expenses will be invoiced no later than the month following the month in which any such expenses are incurred. Such invoices shall describe the expenses in reasonable detail for Client.

3. Term and Termination

This Agreement will become effective as stated above and will continue in effect for one (1) year (i.e., 12 calendar months) (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew at the rate then in effect for three (3) successive one (1) year terms (each one (1) year term, a "Renewal Term") unless either party notifies the other of its intention to terminate this Agreement at the end of the Initial Term or Renewal Term, as the case may be, which such notice (the "Notice") shall be in writing and provided to the other party at least thirty (30) days prior to expiration of the Initial Term or the Renewal Term, as the case may be. In the event of such Notice, this Agreement shall terminate upon

expiration of the Initial Term or Renewal Term, as the case may be.

4. Ethics, Conflict of Interest and Regulatory Issues; Representations

a. BRS will comply with all applicable laws regulating lobbying activities, including filing and disclosure requirements, if necessary. Client agrees to timely furnish information to BRS in order that BRS may reasonably require and request in order to comply with such laws and regulations.

b. The parties acknowledge that BRS provides similar consulting or lobby services for other clients. In the event an apparent conflict should arise, the parties hereto shall attempt to resolve it. In the event the apparent conflict cannot be resolved, either party may immediately terminate this Agreement without liability to the other.

c. BRS represents that all services rendered on behalf of Client pursuant to this Agreement shall be performed in a professional and competent manner in accordance with industry standards and all applicable laws, rules and regulations.

5. Limited Liability

NEITHER PARTY SHALL BE LIABLE FOR DAMAGES WHICH IN THE AGGREGATE EXCEED THE AMOUNT OF FEES PAID HEREIN OR FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BY AN ACTION IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6. Other Terms and Conditions

a. All notices and other communications in connection with this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the address given below.

b. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Nothing in this Agreement shall prohibit either party from entering into the same or similar agreements with any other party.

c. BRS, including his nominees, agents or licensees, are and shall at all times remain an independent contractor and not an employee of Client.

(a copy of this signed agreement by BRS will be mailed to Client)

d. BRS may not assign its rights or delegate his duties under this Agreement without Client's prior written consent.

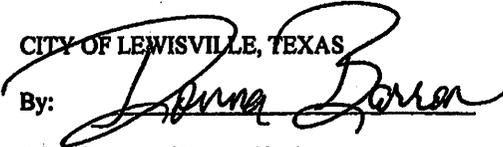
e. This Agreement shall be governed by the laws of the State of Texas without regard for its conflict of laws provisions.

7. Entire Agreement

This agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior proposals, understandings, or agreements. No waiver or modification to the Agreement is valid unless made in writing and signed by authorized representative of both parties hereto.

ACCEPTED & AGREED TO:

CITY OF LEWISVILLE, TEXAS

By: 

Printed Name of Person Signing:

Donna Barron

Title:

City Manager

Address of Client:

PO Box 299002

Lewisville, TX 75029-9002

Date Signed:

11/1/2017

ACCEPTED & AGREED TO:


BURT R. SOLOMONS

Date Signed:

11/1/2017

P.O. Box 117264

Carrollton, TX 75011-7264

405 W. 14th St.

Austin, TX 78701