CONSULTING AGREEMENT

The following terms and conditions constitute the entire Consultant's Agreement between City of New Bern, North Carolina, [ Client] and Old North Strategies, ["Consultant"].

TERMS AND CONDITIONS

1. Purpose of Engagement, Scope and Limitation of Authority

a) The Consultant agrees to provide strategic consulting, legislative advocacy, and coalition building services and any other mutually agreed upon duty to the Client as set forth in the terms of this Agreement. The Consultant agrees to advise the Client on legislative strategy, to represent the Client before President Biden Administration officials, House and Senate offices and Federal agencies, and to facilitate communications and meetings for the Client as needed. The Consultant agrees to effectively and diligently perform services hereunder in accordance with sound professional standards and practices and to comply with all applicable laws. The Consultant, to the extent consistent with the performance of obligations hereunder, shall be free to undertake activities pursuant hereto when, where and how the Consultant shall determine.

b) The Consultant shall have no authority to bind the Client in any manner whatsoever.

2. Confidential and Proprietary Information

a) The Consultant agrees that all correspondence, documents, drawings and other materials relating to the business of the Client, whether or not prepared by the Consultant, and all Client equipment, supplies and other property in the possession of the Consultant at any time, shall be used exclusively for the purpose of the engagement hereunder and shall remain the sole property of the Client.

b) The Consultant agrees not to disclose or authorize other close to any unauthorized person, at any time, and whether during or following the engagement hereunder, any information, whether or not believed to be of a confidential nature, concerning any aspect of the Client or its business, customers, suppliers, independent contractors, financial conditions, operating procedure, know-how, or work and organizational methods, or any similar information concerning the business of the Client members, affiliates, customers or clients.

3. Fees a) The Client agrees to pay the Consultant a fee of $12,500 per month, beginning May 25, 2021 and ending December 31, 2021. Consultant will invoice Client prior to the first calendar day of each month. Payment will be due on the 1st day of each month for services performed in the following month ( i. e., the June 1st payment is for services performed in June).

4. Termination a) This contract shall take effect on May 25, 2021 and shall continue until December 31, 2021. The Client shall also have the right to terminate the Consultant's engagement hereunder without notice in the event of the Consultant' s breach of default in the performance of services or compliance with other covenants and agreements hereunder.

5. Miscellaneous

a) This Consultant' s Agreement contains the entire agreement and understanding between the parties and can be amended only by written agreement of the parties.

b) The Consultant agrees to abide by and observe all local laws of all countries, states, and localities in which services are performed hereunder.