

2018-227
01-16-18

FIFTH RENEWAL OF LETTER AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

THIS RENEWAL OF LETTER AGREEMENT is between the City of Waco ("City") and Blackridge.

WHEREAS, on March 28, 2013, City and Blackridge executed a Letter Agreement for the representation of the City before the Texas Legislature, said Letter Agreement is attached as Exhibit A and incorporated herein for all purposes; and

WHEREAS, on March 4, 2014, the City and Blackridge renewed the Letter Agreement (Resolution No. 2014-112); and

WHEREAS, on February 3, 2015, the City Council approved the second renewal of the Letter Agreement (Resolution No. 2015-052); and

WHEREAS, on January 19, 2016, the City Council approved the third renewal of the Letter Agreement (Resolution No. 2016-048); and

WHEREAS, on January 17, 2017, the City Council approved the fourth renewal of the Letter Agreement (Resolution No. 2017-222); and

WHEREAS, the parties wish again to renew the Letter Agreement,

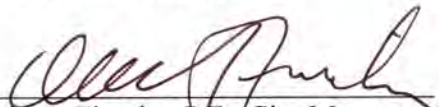
NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, the parties hereto agree as follows:

The Letter Agreement attached as Exhibit A is hereby renewed with all terms and conditions stated therein and subject to appropriation by the City Council.

The term of this renewal is February 1, 2018 until January 31, 2019.

EXECUTED this the 13th day of ~~January~~ ^{February} 2018.

CITY OF WACO, TEXAS

By: 
Dale A. Fisseler, P.E., City Manager



ATTEST:

Esmeralda Hudson
Esmeralda Hudson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Jennifer Richie
Jennifer Richie, City Attorney

BLACKRIDGE

By: Rusty Kelley
Rusty Kelley
Date: 2.2.18

By: Carol McGarah
Carol McGarah
Date: 2.2.18

Feb 7-2009



LETTER OF AGREEMENT

This is a letter of agreement between City of Waco (Client) and Blackridge (Lobbyist) regarding the representation of Client before the Texas Legislature and any bodies pertinent thereto, including the regular session and any special called sessions.

Scope of Representation

Lobbyist agrees to represent Client before the Texas Legislature and in so doing agrees to the best of his ability to represent Client in that capacity. Lobbyist further agrees to represent Client on Client's specific interest areas as related to Lobbyist during the contract period.

Time Period

This agreement shall commence on February 1, 2013 and shall terminate on January 31, 2014. The agreement may be renewed at the expiration of this agreement upon the written consent of both parties.

Consideration

Compensation shall be payable in 12 monthly installments of \$10,000.00 per month plus expenses, however total monthly expense shall not exceed \$250.00 unless expressly authorized by Client.

Definition of Expenses

Expenses incurred which shall be reimbursable to Lobbyist by Client shall include the following:

- 1) Travel by Lobbyist for lobbying efforts for the benefit of Client.
- 2) If and when such expenses are deemed legal under Texas Law, entertainment expenses of members and candidates of the legislature.
- 3) Other incidental expenses which in the judgment of Lobbyist and Client will be of benefit to Client.

Exhibit A

Letter of Agreement

Page 2

- 4) All expenses of postage, xerox, telephone and consumable supplies used by Lobbyist to the benefit of Client.
- 5) Client understands that expenses may be incurred during the full one-year period and not only during the legislative session.

Method of Billing and Payment

Client agrees to pay Lobbyist on the first of each month for that month's representation. All expenses for the present month will be billed approximately one month after such expenses are incurred. Lobbyist understands that there may be unavoidable logistical delays in the issuance of checks by client and that at least ten (10) days may be necessary for client to process and mail payment to Lobbyist.

Lobbyist understands that his signing of this letter of agreement constitutes complete loyalty and confidence to Client. Lobbyist further understands that the ultimate benefits of this arrangement should be to Client and that Lobbyist will work diligently and to his utmost ability to insure that Client is represented most adequately and without conflict of interest.

Reports

Lobbyist agrees to be responsible for preparation and filing of all applicable lobbyist activity reports. Lobbyist represents that he has registered with the Texas Ethics Commission as a lobbyist and that his registration fee is current. Client acknowledges that all Lobbyist's reports on file at the Texas Ethics Commission are available for public inspection.

Conflict of Interest

Lobbyist agrees to assume responsibility that Client be represented without any actual conflict or the appearance of conflict of interest and shall perform that representation within the laws of the State of Texas and the United States of America. Lobbyist agrees to comply with conflicts of interest provisions required by law and by the rules and regulations of the Texas Ethics Commission.

RELATIONSHIP OF PARTIES

In performing the work, Lobbyist is acting as an independent contractor and not as an employee, agent or representative of Client. Lobbyist has no authority to transact any business in the name of or on account of Client or to obligate Client in any manner, unless expressly authorized by Client.

Exhibit A

Letter of Agreement
Page 3

INDEMNIFICATION

Lobbyist agrees to assume full responsibility and liability for the services rendered under this Agreement, and hereby agrees to indemnify, protect, and hold harmless the Client, its elected officials, employees, agents, and servants, of and from all claims, demands, and causes of actions of every kind and character, including the cost of defense thereof, for any liability caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly or in connection with the services to be rendered hereunder, caused by the sole negligence of Lobbyist, its employees, agents, or servants. Client agrees that it will not seek indemnification from Lobbyist for any liability caused by or resulting from the sole or concurrent negligence of the City or its elected officials, employees, or agents and which results in personal injury or death, property damage, or any other expenses arising from such personal injury, death, or property damage. The Client also agrees that it will assume full responsibility and liability for any legal or administrative costs arising from legal or administrative action taken by any employee representative or organization as a result of Lobbyist recommendations or proposals.

Guarantee of Payment


By the signing of this agreement by all parties Client hereby guarantees full payment of compensation under this letter of agreement plus all expenses incurred by Lobbyist as defined by this letter.

Exhibit A

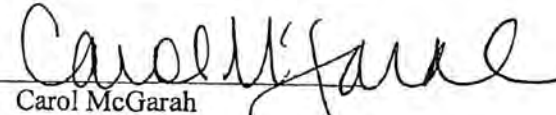
Letter of Agreement
Page 4

EXECUTED this 28th day of March, 2013.

Blackridge

By: 
Rusty Kelley

Date: 3-28-13

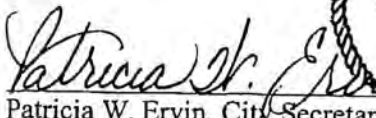
By: 
Carol McGarah

Date: 3-28-13

CITY OF WACO, TEXAS

By: 
Larry Groth, City Manager

ATTEST:


Patricia W. Ervin, City Secretary



APPROVED AS TO FORM & LEGALITY:



for Jennifer Richie, City Attorney



Exhibit A
DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person: BLACKRIDGE

The above entity is: (Check one)

- A corporation
- A partnership
- A sole proprietorship or an individual
- Other (specify): _____

Check all applicable boxes.

2. Relationship (family or financial) to Council member, officer, or employee

- NO – there is no such relationship between Entity/Business/Person and the City of Waco.
- YES, a person who is

a/an owner, principal, manager, or employee of this Entity/Business/Person

is: (Check all applicable boxes)

- related by blood or marriage to* and/or a member of the same household as
- and/or financially dependent upon* and/or financially supporting*

a City of Waco City Council member, officer or employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives; "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is involved.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Involvement in Entity/Business/Person identified in #1 above

NO – no person involved/working for Entity/Business/Person is Council member, officer or employee of the City.


YES, a person (who is involved or working for Entity/Business/Person) is (Check all applicable boxes)

a current City of Waco City Council member, officer or employee,

and is an owner, a principal, or a manager of this entity/business/person,

or an employee or an independent contractor of this entity/business/person.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature:  Phone #: 512-480-8444 Date: 3-28-13

Print Name: RUSTY KELLEN Print Title: Owner

Exhibit A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RECEIVED

APR 05 2013

CITY SECRETARY'S OFFICE
RFB / RFP Contract #

1. Name of person doing business with local governmental entity.

RUSTY KELLEN

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Rusty Kellen

Signature of person doing business with governmental entity

3-28-13

Date Signed



Exhibit A
DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO

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1. **Name of Entity/Business/Person:** BLACKRIDGE

- The above entity is: (Check one)
- A corporation
 - A partnership
 - A sole proprietorship or an individual
 - Other (specify): _____

Check all applicable boxes.

2. **Relationship (family or financial) to Council member, officer, or employee**

- NO** – there is no such relationship between Entity/Business/Person and the City of Waco.
- YES, a person who is**

a/an owner, principal, manager, or employee of this Entity/Business/Person

is: (Check all applicable boxes)

- related by blood or marriage to* and/or a member of the same household as
- and/or financially dependent upon* and/or financially supporting*

a City of Waco City Council member, officer or employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives; "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is involved.

If **YES**, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. **Involvement in Entity/Business/Person identified in #1 above**

- NO** -- no person involved/working for Entity/Business/Person is Council member, officer or employee of the City.
- YES, a person (who is involved or working for Entity/Business/Person) is** (Check all applicable boxes)

a **current City of Waco** City Council member, officer or employee

and is an owner, a principal, or a manager of this entity/business/person,

or an employee or an independent contractor of this entity/business/person.

If **YES**, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: Carol McSarah Phone #: 512-480-8444 Date: 3-28-13
 Print Name: CAROL McSARAH Print Title: CEO

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OFFICE USE ONLY

Date Received

RECEIVED

APR 05 2013

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RFB / RFP / Contract #

1. Name of person doing business with local governmental entity.

CAROL Mc GARAH

2. Check this box if you are filing an update to a previously filed questionnaire.

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Yes

No

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Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

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D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with governmental entity

3/28/13

Date Signed

Exhibit A



(Revised 03/06 - Graphics Dept. Job #1776)

15.
AGENDA ITEM

Submittal Date: 2/10/09 Council Date: 2/17/09	Originating Department: City Manager's Office	Presentation By: Larry D. Groth, P.E. City Manager	Reference #: RES-089
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Motion:
Move to approve a resolution authorizing the City Manager to negotiate and execute an agreement with Blackridge of Austin, Texas to advocate and represent the City of Waco with the state legislature and state agencies.

Background:
With the multitude of activities, legislative impacts and potential funding opportunities that will occur during the next year, it is imperative that the City of Waco is well represented on the state level. Blackridge will assist us in bill tracking during this legislative session for potential impacts on funding and operations, monitoring committee hearings, Senate and House proceedings, monitoring regulatory filing by state agencies, advocate for the City before the legislature and state agencies. The twelve month agreement will have a fee of \$10,000 per month.

Project Schedule:

Action: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Proclamation <input type="checkbox"/> Special Presentation <input type="checkbox"/> Public Hearing <input type="checkbox"/> Council Report <input type="checkbox"/> Financial Report <input type="checkbox"/> Other	Cost: <table border="1"> <tr> <td>Budgeted</td> <td>See below</td> </tr> <tr> <td>Actual</td> <td>See below</td> </tr> <tr> <td>Acct. Name</td> <td></td> </tr> <tr> <td>Acct. Number</td> <td>100-4101-529.3100</td> </tr> <tr> <td>Other Funding</td> <td></td> </tr> </table>	Budgeted	See below	Actual	See below	Acct. Name		Acct. Number	100-4101-529.3100	Other Funding	
Budgeted	See below										
Actual	See below										
Acct. Name											
Acct. Number	100-4101-529.3100										
Other Funding											

Fiscal Impact: Funds are available in the General Fund for this \$120,000 commitment.

Reviewed and Approved:

Finance
 Purchasing
 Information Technology
 Fleet Services
 Legal
 City Manager's Office

FOR CITY SECRETARY'S USE ONLY

Approved
 Approved By Consent
 Denied
 Other _____

Resolution #: 09-089 City Secretary's File #: 09-089 (2009-02-17)
 Ordinance #: _____ Cross Reference #: _____

CITY COUNCIL / CITY MANAGER: PLEASE KEEP IN MIND WHETHER THIS ITEM MAY CREATE A CONFLICT OF INTEREST IN WHICH YOU WOULD NEED TO FILE A CONFLICTS DISCLOSURE STATEMENT UNDER STATE LAW. A CONFLICT OF INTEREST MAY OCCUR IF YOU OR A FAMILY MEMBER HAS RECEIVED TAXABLE INCOME FROM A PERSON WHO CONTRACTS WITH OR IS SEEKING TO CONTRACT WITH THE CITY, OR YOU OR A FAMILY MEMBER HAS RECEIVED FROM SUCH A PERSON A GIFT VALUED AT \$250 OR MORE, IN A 12-MONTH PERIOD OF TIME. CONFLICT OF INTEREST FORMS ARE AVAILABLE IN THE CITY SECRETARY'S OFFICE.

1969.

Exhibit A

2-17-09

RESOLUTION NO. 2009-____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the City Manager shall be authorized to negotiate and execute an agreement with Blackridge of Austin, Texas to advocate and represent the City of Waco with the state legislature and state agencies in an amount not to exceed \$120,000.00.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 17th day of February, 2009.

Virginia DuPuy, Mayor
City of Waco, Texas

ATTEST:

Patricia W. Ervin, City Secretary

APPROVED AS TO FORM & LEGALITY:

Leah Hayes, City Attorney



LETTER OF AGREEMENT

This is a letter of agreement between City of Waco (Client) and Blackridge (Lobbyist) regarding the representation of Client before the Texas Legislature and any bodies pertinent thereto, including the regular session and any special called sessions.

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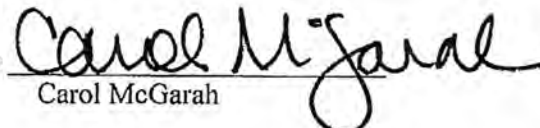
Letter of Agreement
Page 4

EXECUTED this 27th day of February, 2009.

Blackridge

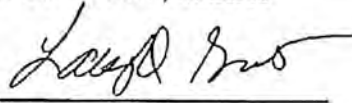
By: 
Rusty Kelley

Date: _____

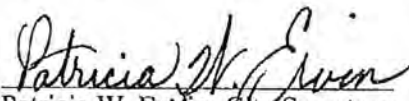
By: 
Carol McGarah

Date: _____

CITY OF WACO, TEXAS

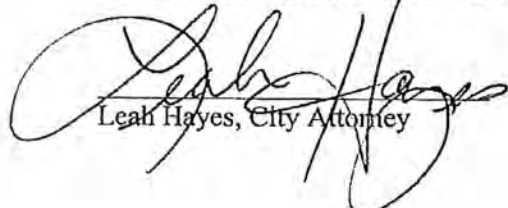
BY: 
Larry Groth, City Manager

ATTEST:


Patricia W. Erwin, City Secretary



APPROVED AS TO FORM & LEGALITY:


Leah Hayes, City Attorney