

STATE OF TEXAS                    §            AGREEMENT FOR  
   §  
COUNTY OF McLENNAN        §            GOVERNMENT CONSULTING AND  
   §            LEGISLATIVE REPRESENTATION  
   §            BEFORE THE TEXAS LEGISLATURE

THIS AGREEMENT is made by and between the CITY OF WACO, TEXAS ("City") and BLACKRIDGE a.k.a. RUSTY KELLEY of Austin, Texas ("Blackridge"), collectively referred to as "the parties."

WHEREAS, Blackridge shall serve as consultant to City for the purpose of performing the services as set forth herein; and,

WHEREAS, Blackridge has the background, experience, and expertise in performing government consulting and legislative representation before the Texas Legislature; and,

WHEREAS, Blackridge has served the City in this capacity for several years; and,

WHEREAS, the City desires to have said services provided by Blackridge;

NOW THEREFORE, In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.     **RECITALS.** That all of the recitals and preamble hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Agreement.
2.     **DESCRIPTION OF SERVICES.** Beginning upon the signed and attested execution of this Agreement by both parties, Blackridge will provide government consulting and represent the City before the Texas Legislature, including on the City's specific interest areas ("services").
3.     **INCREASE IN SERVICES.** In the event the parties mutually agree to add additional services to be performed by Blackridge or to otherwise expand or decrease the services ("changes to the Agreement"), such changes to this Agreement must be reduced to writing and approved in writing by the parties, with the city manager signing on behalf of City.
4.     **TERM.** This Agreement shall be effective from February 1, 2020 until January 31, 2021, unless the parties mutually agree to extend the term.
5.     **USE OF SUBCONTRACTORS.** In the event Blackridge uses subcontractors (either paid or unpaid) in the performance of the services, Blackridge shall notify City, who shall have the option of approving or disapproving such subcontractors. None of the services covered by this Agreement shall be subcontracted without the prior written consent (including consent delivered by e-mail or facsimile) of City. "Subcontractors" shall

include volunteers, consultants, employees, or agents used by Blackridge, if any. Blackridge shall remain liable for obligations performed by subcontractors to the same extent as if an employee of Blackridge had performed such obligations, and for purposes of this Agreement, such work or services shall be deemed work performed by Blackridge. Blackridge will provide copies of agreements with all subcontractors within ten (10) days of any request for said agreements by City.

**6. PAYMENT.**

- a. City shall pay Blackridge fixed compensation ("compensation") of \$10,000.00 per month to Blackridge for services provided under this Agreement.
- b. Blackridge will submit invoice(s) for payment. Such invoice(s) shall be submitted as follows:

Mail to: City of Waco  
ATTN: Wiley Stem III  
City Manager's Office  
P.O. Box 2570  
Waco, Texas 76702-2570

Hand delivered: City Manager's Office  
ATTN: Wiley Stem III  
300 Austin Ave. 3<sup>rd</sup> Floor  
Waco, Texas 76701

E-mail: WileyS@wacotx.gov  
With copies to ThaliaM@wacotx.gov

- c. Payments shall be payable by City within thirty (30) days of receipt of the itemized invoice(s).

**7. INVOICE SUBMITTAL.** Blackridge shall present invoices in the following form and content:

- a. each invoice must reference the City of Waco agreement number, if any;
- b. only one agreement shall be billed on a particular invoice;
- c. only one invoice per every thirty (30) days per agreement may be submitted;
- d. each invoice must have a billing number which reflects in sequence the number of invoices that have been submitted on the agreement;
- e. each invoice will show the following:
  - 1. "Total Agreement" amount;

2. "Total of Services Completed to Date";
3. "Total Fee Previously Billed" and,
4. "Invoice Total," which is calculated by subtracting (3) from (2).

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City. Such information required herein must be submitted only on an invoice and not in any other noninvoice form or document.

8. **TERMINATION.** This Agreement shall automatically terminate upon completion by Blackridge of the services required by this Agreement, unless otherwise extended as allowed under other provisions of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days' written notice. Written notice shall include notice delivered via e-mail or facsimile.

9. **RELATIONSHIP OF PARTIES.** It is understood and agreed by the parties that Blackridge is an independent contractor with respect to City and not an employee of City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Blackridge, and Blackridge shall act solely as an independent contractor in performing the services referenced herein and shall have no right or authority to act for City and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, City.

10. **INSURANCE AND INDEMNITY**

Blackridge shall provide continuous enforcement of adequate insurance in accordance with Exhibit A to this Agreement which is attached hereto and incorporated herein by reference.

11. **NOTICES.**

- a. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered after five (5) days from the date shown to be mailed. Notices may also be delivered vial e-mail or facsimile where authorized under this Agreement.
- b. Notice to City shall be delivered to Wiley Stem III, City Manager, at the address stated hereinabove.
- c. Notice to Blackridge shall be delivered to the following address:

Blackridge c/o Rusty Kelley  
919 Congress Ave.  
Suite 800  
Austin, Texas 78701

Or

rkelley@blackridgetx.com.

- d. Such addresses or contact persons may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. **INTEREST OF PARTIES.**

- a. No member of the governing body of City, and no other officer, employee, or agent of City shall have any personal interest, direct or indirect, in this Agreement.
- b. No member of a governmental body, subdivision, or agency thereof located in McLennan County, who exercises any functions, or responsibilities in the review or approval of the carrying out of the agreement, or goods or services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- c. No members of the U.S. Congress, the Texas Legislature, or county officials can have any personal interest in the agreement.

13. **DISCRIMINATION.** No one will, on the grounds of race, creed, color, national origin, disability, age, or gender be subject to discrimination in the performance of this Agreement.

14. **FEDERAL/STATE GRANTS.** If federal or state grant funds are involved in the performance of this Agreement, then all grant conditions must be complied with by City and Blackridge.

15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver. A waiver of any breach of this Agreement by either of the parties shall not be construed to be a waiver of any succeeding breach or of any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

16. **VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002.**

Blackridge acknowledges that the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85<sup>th</sup> (R) Texas Legislature),

which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Blackridge verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

17. **VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252.151**

Blackridge acknowledges that the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85<sup>th</sup> Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, Blackridge certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization.

18. **GOVERNMENTAL IMMUNITY.**

A. Immunity retained. The City and Blackridge hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

B. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Blackridge hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City and Blackridge hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
- (b) the recovery of damages against City may not include consequential damages or exemplary damages;
- (c) Blackridge may not recover attorney's fees; and
- (d) Blackridge is not entitled to specific performance or injunctive relief against the City.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether

oral or written. This Agreement supersedes any prior written or oral agreements between the parties.


20. **ACCESS TO RECORDS.** City and any of its duly authorized representatives shall have access to any books, documents, papers and records of Blackridge which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Blackridge's refusal to comply with this provision, City will have the right to terminate this Agreement without prior notice.
21. **RETENTION OF RECORDS.** Blackridge shall retain all records relating to this Agreement for five years after City makes final payment and all other pending matters are closed.
22. **FORCE MAJEURE.**
  - a. In the event performance by either party of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, that party shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
  - b. Each party shall notify the other of any matter covered by subparagraph 18.1, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under this Agreement. Upon such notice, the parties shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the agreement.
23. **ADDITIONAL PROVISIONS**
  - a. **Exhibits.** Any and all exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes.
  - b. **Hold Harmless.** To the extent allowed by law, particularly Article 3, Section 52 and Article 11, Section 7, of the Texas Constitution, and the Texas Tort Claims Act, the parties hereby mutually and individually release and hold harmless each other, respectively, its officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this Agreement.

- c. **Choice of Law and Venue.** This Agreement is governed by the laws of the State of Texas. The venue for any dispute between the parties is a court of competent jurisdiction in McLennan County, Texas.
- d. **Misspelled words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled word shall be read so as to have the meaning apparently intended by the parties.
- e. **Assignment.** Neither party shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.
- f. **Benefits.** This Agreement shall bind, and the benefits thereof shall inure, to the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.
- g. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- h. **Gender.** Words used in the singular shall include the plural if and when applicable, and words used in the plural shall include the singular if and when applicable.
- i. **Time.** Time is of the essence of this Agreement.
- j. **Headings.** The paragraph and subparagraph headings and numbering contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- k. **Multiple Copies.** This Agreement may be executed in multiple counterparts each of which constitutes an original.

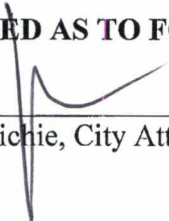
*[Signature block on next page]*

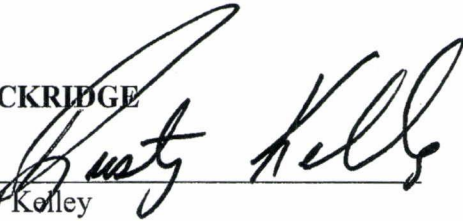
This Agreement has been duly executed on this 9th day of March, 2020.

**CITY OF WACO, TEXAS**

By:   
\_\_\_\_\_  
Wiley Stem III  
City Manager, City of Waco

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Jennifer Richie, City Attorney

**BLACKRIDGE**  
  
\_\_\_\_\_  
Rusty Kelley



# Exhibit A

## City of Waco Insurance & Indemnification Requirements Professional Services – Not Engineer or Architect (03/22/2019)

### Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Products Liability/Completed Operations</li><li>• Personal &amp; Advertising Injury</li><li>• Broad form property damage, to include fire legal liability</li></ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"><li>a. Owned/leased vehicles (if any)</li><li>b. Non-owned vehicles</li><li>c. Hired vehicles</li></ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$500,000

**Term of Policy:** With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of three (3) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

**Modification of Insurance Requirement:** The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

### Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

## Exhibit A

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4<sup>th</sup> Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

## Exhibit A

### INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS 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 INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY 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, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

**Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public fund of the governmental entity.

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: BLACKRIDGE  
SIGNED BY: Carol McGarrah  
Print Name & Title: CAROL MCGARRAH, CEO  
Date Signed: 1-23-2020

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing below, Contractor hereby certifies that Section 2270.001 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or  
 Contractor has less than 10 full-time employees; or  
 Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: BLACKRIDGE  
SIGNED BY: Carol McGarrah  
Print Name & Title: CAROL MCGARRAH, CEO  
Date Signed: 1-23-2020



**CITY OF WACO  
Purchasing Services  
Minority/Women Owned Business Certification**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

YES       NO

**If yes, check one of the blocks (indicate male or female):**

Black  M/F \_\_\_\_\_ Hispanic  M/F \_\_\_\_\_ Woman

Asian  M/F \_\_\_\_\_ Native American  M/F \_\_\_\_\_

Service Disabled Veteran of 20% or more  M/F \_\_\_\_\_

HUB certified  YES  NO

COMPANY NAME: BLACKRIDGE

AUTHORIZED SIGNATURE: Carol McFarland

TITLE: CEO

DATE: 1-23-2020



**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 doing business with City: BLACKRIDGE

Is the above entity: (Check one)

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

**Check all applicable boxes.**

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

NO -- there is no such relationship between Entity/Business/Person and the City of Waco.

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

is: (Check all applicable boxes below)

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

to 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 (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manager of #1.

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. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

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

YES, a person is (Check all applicable boxes)

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

(b) and is  an owner,  a principal, or  a manager of the entity/business/person listed in #1,  
or  an employee or  an independent contractor of the entity/business/person listed in #1.

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 McFarath Phone #: 512 480 8444 Date: 1-23-2020  
Print Name: CAROL MCFARATH Print Title: CEO

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>RUSSELL T KELLEY</b>	
2 Business name/disregarded entity name, if different from above <b>BLACKRIDGE</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>919 CONGRESS AVENUE, SUITE 800</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>AUSTIN, TEXAS 78701</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									

or

<b>Employer identification number</b>									
7	4	-	2	2	1	9	7	3	0

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Jean Ragland*

Date ▶

02/01/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Blackridge  
 Austin, TX United States

Certificate Number:  
 2020-611416

Date Filed:  
 04/24/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Waco

Date Acknowledged:  
*04-27-20 nm*

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 2020-047  
 Lobbying & Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kelley, Russell T	Austin, TX United States	X	
McGarah, Carol	Austin, TX United States	X	
Sachde, Sara	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Russell T Kelley, and my date of birth is 07/16/1947.

My address is 919 Congress, Suite 800, Austin, TX, 78701, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 24 day of April, 2020  
(month) (year)

*Rusty Kelley*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)