

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, 2010 and shall terminate on January 31, 2011. 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 expenses 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.

- 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.

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

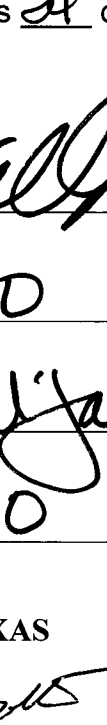
By the signing of this agreement by all parties Client hereby guarantees full payment of compensation under this letter of agreement plus all expenses incurred by Lobbyist as defined by this letter.

EXECUTED this 24th day of February, 2010.

Blackridge

By: 
Rusty Kelley

Date: 2-24-10


By: 
Carol McGarah

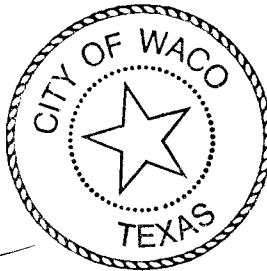
Date: 2/24/10

CITY OF WACO, TEXAS


BY: 
Larry Groth, City Manager

ATTEST:


Patricia W. Erwin, City Secretary



APPROVED AS TO FORM & LEGALITY:


Leah Hayes, City Attorney