

K 19-339
19-09 072

COUNTY OF McLENNAN *

* **CONSULTING SERVICES AGREEMENT**

STATE OF TEXAS *

WHEREAS, the City of Waco has retained the services of Hicks-Ray Associates as an independent contractor to provide services including but not limited to new funding opportunities from Federal agencies and guidance on how to navigate the Federal regulatory and legislative processes,

THIS AGREEMENT is made between the **CITY OF WACO** (City) acting by and through its City Manager, and **Hicks-Ray Associates (HRA)**, sometimes collectively referred to as the "parties".

1. Description of the Services. HRA will provide services to the City as described in its Proposal at Exhibit A, which is attached hereto and incorporated for all purposes. The parties may at any time modify the scope of the Services by meeting and mutually agreeing to changes in writing. These Services shall be provided in a timely and professional manner.

2. Term. The term of this agreement shall be approximately one year, through September 30, 2020. This agreement replaces any prior agreement, written or otherwise, between the parties. Either party may terminate this Agreement at any time by providing thirty (30) days advance written notice. In the event of such termination, the City shall be obligated to pay only for actual services provided by HRA and for expenditures incurred with the City's approval.

3. Project Cost. In consideration for the Services, the City agrees to pay HRA \$3,500.00 as a monthly retainer fee, with added fees (as set out in Exhibit A) for further services. HRA will provide the City with monthly invoices for services rendered. The City will pay all bills within thirty (30) days of receipt of same. In the event that a bill is unpaid for beyond thirty (30) days, HRA may terminate the contract and discontinue providing service. If terms are modified per Section 1 (Description of the Services), then service costs may change. If the total service costs at any time exceeds \$50,000.00, the agreement will require Waco City Council approval.

6. Ownership Rights. The City will own all of its proprietary information as included in the Services. All Services provided by HRA, and reports and notes prepared by HRA will be "works for hire" under applicable United States copyright laws, and therefore the property of the City. Upon request, HRA shall sign all documents necessary to confirm or perfect the exclusive Ownership interests of the City.

8. Confidentiality. HRA will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HRA, or divulge, disclose, or communicate in any manner any information that is proprietary to the City (e.g., trade secrets, know-how, and confidential information). HRA will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Agreement. Upon termination of the Agreement, HRA will return to the City all records, notes, documentation and other items that were used, created, or controlled by HRA during the term of this Agreement.

09/30/2024

9. Working Rules, Office Space, and Testing Time. HRA when working on the premises of the City, shall observe the working rules, and policies as outlined by the Public Works Director.

10. Independent Contractor. HRA is an independent contractor with respect to its relationship to the City. Neither HRA nor HRA's employees are or shall be deemed for any purpose to be employees of the City. The City shall not be responsible to HRA, HRA's employees, or any governing body for any payroll taxes related to the performance of the Services.

11. Insurance and Indemnification. HRA understands and agrees to the insurance requirements and indemnification clause(s) as set out in Exhibit B, which is attached hereto and incorporated for all purposes.

11. Promotion. HRA will not use the names, trademarks, service marks, symbols or any abbreviations of the City, without the prior written consent of the City.

12. Warranty – HRA. HRA warrants the services will be performed in a workmanlike manner and in conformity with generally prevailing industry standards. HRA represents and warrants that it has the unencumbered right and power to enter into and perform this Agreement and that HRA is not aware of any claims or basis for claims of infringement of any patent, trademark, copyright, trade secret, or contractual or other proprietary rights of third parties in or to any materials included by HRA in the Services or trade names related to the Services. If any of the materials included by HRA in the Services becomes the subject of an infringement suit, the City may terminate this Agreement and shall be entitled to a refund of any payments that it has made to HRA directly relating to the infringement suit. This indemnity shall not apply to materials provided by the City as contemplated by the following paragraph.

13. Warranty – City. The City represents and warrants to HRA that the City owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, and other materials provided by the City for inclusion in any Service and that the City has obtained all waivers, authorizations, and other documentation that may be appropriate to evidence such Ownership.

14. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

15. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

17. Assignment. This Agreement is not assignable, in whole or in part, by either party without the prior written consent of the other party. Any attempt to make such assignment shall be void.

18. Termination on default. If a party defaults by failing to substantially perform any provision, term or condition of their Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party in default shall have fourteen (14) days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Agreement.

19. Taxes. The City shall pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu of such payment, the City shall provide HRA with a certificate acceptable to the taxing authorities exempting the City from payment of such taxes.

20. Certification of Taxes. HRA hereby certifies that it is not delinquent in the payment of any taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent.

21. Interest of City officials. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this agreement.

22. Interest of other public officials. No member of a governmental body, subdivision or agency thereof located in McLennan County, Texas, who exercises any function or responsibilities in the review or approval of the carrying out of the project, goods, or services to which this agreement pertains shall have any personal interest, direct or indirect, in the agreement.

23. 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.

24. Force Majeure. Neither the City nor HRA shall be deemed in violation of this agreement if it is prevented by performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

26. Complete Contract / Amendment. This Agreement supersedes all prior agreements and understandings between the parties for performance of the Services, and constitutes the complete agreement and understanding between the parties. The parties may amend this Agreement in a written document signed by both parties.

27. Miscellaneous.

- a) Engineer acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (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, Engineer verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b) **Foreign Terrorist Organization Verification.** Contractor acknowledges that effective September 1, 2017, the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85th 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, Contractor 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.
- c) All exhibits described in this agreement are attached hereto and incorporated herein by reference for all purposes. At this time, there are three exhibits to this contract.
- d) Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- e) This agreement is governed by the laws of the State of Texas and venue shall be in McLennan County, Texas.

CUSTOMER: CITY OF WACO, TEXAS

BY: Wiley Stem III
Wiley Stem III, City Manager

Date Signed: 10-3-19

APPROVED AS TO FORM & LEGALITY:

Megan Patrick, ACA, for
Jennifer Richie, City Attorney

Consultant: HICKS-RAY ASSOCIATES

BY: Tom Ray, Partner
Date Signed: 9-27-19

WITNESS: [Signature]

Print Name: Jean Escalante

Exhibit A
Scope of Services

EXHIBIT A

TO: Wiley Stem III, City Manager
City of Waco

FROM: Tom Ray, Hicks-Ray Associates

DATE: August 26, 2019

SUBJECT: Agreement Renewal: Scope Update/Fee and Cost Consideration for Hicks-Ray Associates Services

This memo is to provide an update on services and a clear understanding of the cost of our services. The scope below highlights our proposed tasks and work efforts for continuing the federal initiatives currently underway with the assistance of Hicks-Ray Associates (HRA) Our goal is to build on these while also identifying related or new initiatives that have the potential to benefit the City of Waco. For the upcoming term of the renewed agreement, our goal continues to be delivering results, including but not limited to new funding opportunities from Federal agencies, while also providing guidance to help the City navigate through the Federal regulatory and legislative process.

HRA has identified several areas of support:

1. During the final months of the First Session of the 116th Congress, which ends in early January 2020, HRA proposes to assist the City in launching an effort to include a provision in the reauthorization of the Water Resources Development Act of 2020 (WRDA 2020). The effort will focus on allowing the Corps of Engineers to provide funding to stabilize the Lake Waco embankment along Lake Shore Drive with the goal of having the project included in the Corps 2020 or 2021 Work Plan. An additional potential consideration for WRDA 2020 would be a provision to allow the Corps to reimburse contributions from the local sponsor [City of Waco] to the Corp's Continuing Authorities Program (CAP) project where eligible CAP projects were undertaken because of an emergency condition.
2. HRA will support and assist in making arrangements for the City of Waco representatives to visit DC in the September/October 2019 timeframe in support its federal agenda, including initial discussions of WRDA 2020.
3. During the Second Session of the 116th Congress that will begin in January 2020 and end in late December, 2020 HRA will assist the City by continuing to develop and support the its Federal agenda including making you aware of new opportunities that are identified during the 116th Congress and assisting the City in launching appropriate strategies to address them.
4. HRA will continue to work with Rep Flores and his staff in an ongoing outreach to the House Committee on Appropriations and to the Army Corps of Engineers in support of having the City's projects included in the Section 7001 process.
5. HRA will assist the City with identifying, reviewing, and preparing application(s), as the City directs, for federal grant funds that benefit the City and support its federal agenda.

Hicks-Ray Associates



6. Work and coordinate, as instructed by the City Manager, with City's other government-relation consultants on federal efforts, including Congressional efforts to secure funding.
7. Assistance to City and McLennan County, as requested by the City, to support McLennan County Water Resources infrastructure issues.
8. Continued effort to secure **federal funding through the Bureau of Reclamation and/or the Corps of Engineers** for the Flat Creek Reuse project (these efforts would be coordinated with the McLennan County Water Resiliency Plan currently supported through a WaterSMART grant).
9. Assist with opportunities for **improved federal support** through the federal grants, including the Federal Lands Access Program (FLAP) and the INFRA grant program. Coordination on FLAP is required with the Fort Worth District and Southwest Division Corps of Engineers.
10. Monitor and coordinate with Fort Worth District and Southwest Division of the Corps of Engineers on other funding program opportunities including the Continuing Authorities Program (CAP) and Planning Assistance to the States (PAS).
11. Supporting the City of Waco on Washington, DC trips and Capitol Hill appointments (in general providing advanced planning, assistance with preparing briefing papers to concisely present Waco positions, providing informed recommendations on appointments to support Waco's interests or positions, making appointments, preparing final itineraries, attending appointments with Waco representatives)



Hicks-Ray Associates



Fees and Costs to the City

Retainer Basis. Based on these areas of service, Fred and I have discussed an appropriate fee basis. We continue to operate with a monthly retainer based on level of services provided. We feel the following range of services is fair and gives the City an opportunity to decide on the level of service most beneficial:

Levels of Service		
Services	Description of Services	Proposed Monthly Retainer Amount
Basic	<p>For all areas of HRA support listed above:</p> <p>Includes all efforts, immediate and future, to identify federal opportunities, evaluate, discuss recommendations with city staff, close funding agreements, assist the city with grant/funding requirements.</p> <p>Assist and Coordinate with other Waco consultants providing federal services.</p> <p>Assist with and provide necessary coordination for federal funding assistance through grant programs, such as FLAP and INFRA. Monitor Section 7001 application through the 116th Congress and at the Corps of Engineers.</p>	\$3,500
DC Mtgs	HRA will facilitate Washington DC city trips and meetings, including pre-planning and on-site assistance, in coordination with the City's other federal consultants.	Included in Basic Services plus expenses (depending on level of effort additional fees at time & materials may be requested)
McL Co Wtr Grp	Provide liaison services to federal issues and funding opportunities; including assisting County with WaterSMART grant related questions or issues; Assist with regular meetings of the McLennan County Water Resources Group, provide updates to Group and presentations, as needed. Assist with needed coordination with BRA, TWDB and Brazos G Regional Planning Group.	Included in Basic Services plus expenses

Hicks-Ray Associates

Transit Related	Assistance with transportation opportunities through the FAST Act, including identifying new opportunities based on successful efforts with other HRA clients	Basic Services + \$500 to \$1500 depending on level of effort
-----------------	---	---

This table provides a range of fees for the anticipated services that would be of benefit to the City. We can certainly review, discuss and refine these further.

Other Costs.

Travel and Production Expenses. Reasonable travel expenses approved in advance by the City are charged. Production expenses can include presentation materials, etc., as needed.

Termination of Services. The City can terminate services at any time with 30 day notice appreciated.

Term of Contract. The typical contract is twelve months with the opportunity to renew.

If there is any additional information that you may need, please let Fred or I know.

We appreciate the opportunity to work for the City of Waco, under your direction!

Thanks

Tom
J. Tom Ray, Partner
Hicks-Ray Associates

Exhibit B
Insurance

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"> • Premises/Operations • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$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"> a. Owned/leased vehicles (if any) b. Non-owned vehicles c. Hired vehicles 	\$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 stature 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.

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 4th 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.

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.

Exhibit C
Disclosures

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

9/27/19
Date



**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: Hicks - Ray Associates
 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: Tom Ray Phone #: 254/855-0880 Date: 9/27/19
 Print Name: J. Tom Ray Print Title: Partner