

## **BLACKRIDGE**

### **AMENDED PROFESSIONAL SERVICES AGREEMENT**

This Agreement is between City of Amarillo, Texas (Client) and Carol McGarah and Rusty Kelley (Legislative Consultant) regarding the representation of Client before the Texas Legislature, State agencies and other bodies pertinent thereto, including the 2019 regular session and any special called sessions in 2018 and 2019. Each reference to "Consultant" shall mean and include each Legislative Consultant, jointly and severally.

#### **Scope of Representation**

Consultant agrees to represent Client before the Texas Legislature and any pertinent state agencies and in so doing agrees to the best of his ability to represent Client in that capacity. This includes analysis of bills and advice to Client regarding same, attendance and testimony at hearings, and similar activities.

#### **Time Period**

This agreement shall commence on January 1, 2018 for a one-year term and shall automatically renew for an additional one-year terms for the consideration below unless terminated sooner by one of the parties.

#### **Consideration**

Compensation shall be payable in monthly installments of \$10,000 per month, plus expenses.

#### **Definition of Expenses**

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

- 1) Travel by Consultant at the request of Client for communication, educational, and lobbying efforts for the benefit and on behalf of Client.
- 2) If and when such expenses are deemed legal under Texas Law, entertainment expenses of members and candidates of the legislature for the direct benefit of the Client.
- 3) Other incidental expenses which in the judgment of Consultant and Client will be of benefit of Client.

#### **Method of Billing and Payment**

Client agrees to pay Consultant 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. For example, the first payment for representation will be due on January 1, 2018 and the expenses for January will not be billed and due until the statement is issued for February. Consultant 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 Consultant.

### Reports

A. Consultant agrees to be solely responsible for preparation and filing of all applicable Consultant activity reports. Consultant represents that he/she has registered with the Texas Ethics Commission as a lobbyist, that the registration fee is current and all required reports are current, complete, and accurate. Consultant warrants that at all times during the term of this Agreement he/she shall remain in full compliance with all applicable laws, reporting requirements, and payment of all regulatory fees required for the performance of the intended purposes of this Agreement. Client acknowledges that all Consultant reports on file at the Texas Ethics Commission are available for public inspection.

B. Consultant agrees to provide weekly updates to Client during any legislative session and at such other times that Client has assigned Consultant to work on a particular project.

### Conflict of Interest, Loyalty & Legal Compliance

Consultant agrees that the signing of this Agreement constitutes a warranty and covenant of complete loyalty and confidence to Client and its best interests. Consultant further understands that the ultimate benefits of this arrangement should be to Client and Consultant will work diligently and to his utmost ability to insure that Client is represented most adequately and without conflict of interest. Consultant is responsible to assure that Client be represented without any actual conflict of interest 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. Consultant agrees to comply with conflicts of interest provisions required by law and by the rules and regulations of the Texas Ethics Commission. The warranty, covenant, and obligations of this paragraph survive expiration or termination of this contract for a period of 90 days from date the Agreement ends.

### Assignments and Direction

Consultant shall receive assignments and direction from and through the Office of the City Manager, or other designee by that office for a particular project. Consultant will use best efforts and self initiative to keep Client informed of legislative or agency proposals or actions that impact the Client's interests as Consultants understands them to be.

### Termination

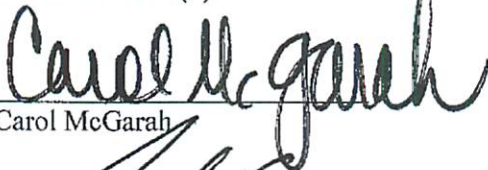
Either party may terminate this Agreement upon breach or without cause upon one-hundred eighty days (180) days prior written notice to the other. In the event of termination without cause, Client shall be obligated to pay for expenses incurred and pro-rated compensation approved through the day of termination.

### Independent Contractor Status & Taxes

Consultant shall at all times serve as an independent contractor and shall not be considered an employee of the Client except as a registered lobbyist and consultant on legislative affairs. Consultant shall remain liable for all taxes including payroll taxes, if any, incident to the compensation and expense paid by Client pursuant to this Agreement.

*[Signatures appear on following page]*

CONSULTANT(S)

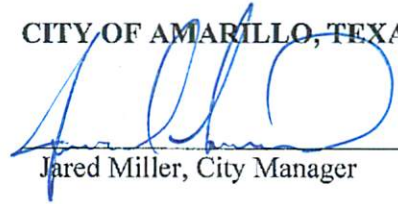


Carol McGarah

  
Rusty Kelley

Date: February 12, 2018.

CITY OF AMARILLO, TEXAS



Jared Miller, City Manager

Date: February 14, 2018.