

RESOLUTION NO. 2020-09-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR FEDERAL LEGISLATIVE CONSULTING SERVICES FROM RICH LEIDL, P.C. OF WASHINGTON, DC

WHEREAS, the City Council of the City of McKinney, Texas has determined the need for a legislative consultant to address the City's interests at the Federal level; and

WHEREAS, the City desires to engage the services of Rich Leidl, P.C. to serve as the City's Legislative consultant on federal issues, including lobbying, regulatory issues, assistance in obtaining federal funding, federal approval of City projects, and federal legislative and regulatory initiatives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas hereby authorizes the City Manager to enter into an agreement with Rich Leidl, P.C. through Fiscal Year 2021.

Section 2. This Resolution shall take effect as described in Exhibit A, and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 15th DAY OF SEPTEMBER, 2020.

CITY OF MCKINNEY, TEXAS

GEORGE C. FULLER
Mayor

ATTEST:

EMPRESS DRANE
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

EXHIBIT B

RICHARD J. LEIDL, P.C.

5335 WISCONSIN AVENUE, N.W.

SUITE 440

WASHINGTON, D.C. 20015

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September 1, 2020

Mark S. Houser, Esq.
City Attorney
City of McKinney
222 N. Tennessee Street
McKinney, TX 75069

Re: Proposed FY 2021 Agreement between the City of McKinney
and Richard J. Leidl, P.C.

Dear Mark:

We have appreciated the opportunity to assist the City of McKinney (the "City" or "McKinney") on Federal legislative and regulatory issues pursuant to an Agreement that runs through September 30, 2020. My efforts during the past year have included:

- Ongoing efforts concerning Federal Aviation Administration ("FAA") approvals for a 1,500-foot extension of the runway at McKinney National Airport ("Airport") and FAA grants for Airport development, including a conference call with the FAA Airports District Office in Fort Worth.
- Issues concerning the Federal Contract Tower Program, which funds the operation of the air traffic control tower at the Airport, including FY 2020 and FY 2021 funding for the Program.
- Addressed various FAA regulatory issues.
- Ongoing efforts concerning other Federal grant programs.
- Numerous issues arising under Federal legislation and regulations concerning the COVID-19 crisis, including issues under the CARES Act.
- Support for FY 2020 and FY 2021 Congressional funding for Federal programs important to the City, i.e., the FAA Contract Tower Program, the FAA Airport Improvement Grant Program, the NRCS Watershed Rehabilitation Program, the Community Development Block Grant Program, and Homeland Security Grant Programs.
- Meeting in Washington, D.C., in January 2020 with the Mayor and Congressional staff.

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- Support concerning the City's water supplies, including working with the North Texas Municipal Water District's ("NTMWD") on issues concerning the Lower Bois d'Arc Creek Reservoir.
- Support in obtaining HUD approval for an easement on City-owned property previously acquired with HUD funding.

Pursuant to this proposed Letter Agreement between the City and Richard J. Leidl, P.C. (the "Firm"), we propose to continue providing legal services for the period from October 1, 2020 to September 30, 2021. The legal services shall include regulatory services and lobbying services to assist McKinney in: (1) obtaining Federal funding and Federal approvals for City projects, and (2) supporting McKinney on its Federal legislative/lobbying and regulatory initiatives.

I. Scope of Work.

The Firm's efforts shall include assisting McKinney on Federal legal issues, including Federal legislative/lobbying issues and regulatory issues, particularly issues concerning the ongoing COVID-19 crisis, securing Federal funding for the City's projects, particularly projects at the Airport, obtaining Federal approvals for the City's initiatives, such as FAA approval for the Runway Extension Project, supporting the City's efforts to participate in Federal programs, and addressing issues affecting the City's water supplies, including coordination with the NTMWD's efforts in Washington, D.C.. The Firm's efforts, as directed by the City, may include the following:

- Confer with McKinney officials on the City's projects and near-term and long-term priorities.
- Support the City's efforts in obtaining FAA approval for the Runway Extension.
- Assist the City in connection with additional COVID-19 relief legislation and resulting Federal regulations.
- Support other Federal legislative issues of concern to the City, including the Federal Contract Tower Program and annual appropriations for Federal programs of interest to the City.
- Support the NTMWD on issues affecting the City's water supplies, such as the Lower Bois d'Arc Creek Reservoir.
- Review potential sources of Federal funding for City projects through Congressional support and Federal agency grant programs.
- Assist McKinney staff in completing and submitting the necessary documentation for Congressional funding for programs and for Federal agency grants.
- Schedule, coordinate, and participate in meetings and conference calls with Congressional Members and staff and key Federal agency officials.
- Follow up with Congressional offices and Federal agency officials throughout the process.
- Provide regular progress reports to City officials detailing the status of the various initiatives.

In prior years, City officials have made trips to Washington to meet with Congressional Members and staff and Federal agency officials. I believe that these meetings have been highly productive. Unfortunately, Congressional offices and most Federal agency offices in Washington have been closed to the public since mid-March due to the ongoing COVID-19 crisis. Once the

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Federal offices open up and meetings are possible, I recommend that City officials resume their trips to Washington and continue this important process. In the meantime, I recommend that, in lieu of in-person meetings, we have conference calls with Congressional Members and staff and Federal agency officials to continue the discussions about Federal issues that are important to the City, including the Runway Extension Project and issues arising due to the COVID-19 crisis.

II. Contract Amount and Payment Procedures.

The proposed contract amount for the foregoing range of services is the same as for FY 2020, i.e., \$80,000 plus expenses for the twelve-month period beginning October 1, 2020 through September 30, 2021 payable at the rate of \$6,666.00 per month, plus expenses. This Agreement may be renewed annually based on the mutual consent of the parties.

The proposed charges for expenses are the same as this past year and are set forth below.

Photocopying	No charge, except for large volumes handled by a vendor, in which case the photocopying will be billed at the rate charged by the vendor.
Facsimile	No charge.
Postage	No charge, except for large mailings, which are billed at U.S. Postal Service rates.
Long-Distance Telephone	No charge.
Computerized Legal Research	Billed at rates charged by computerized research vendors (e.g., Lexis, Westlaw).
Mileage	No charge.
Airfare	Coach class.
Other Travel Expenses	At cost.
Other Third-Party Charges	All other third party charges, including overnight delivery services, are billed at the rates charged by these third parties.

The City's approval in advance shall be required for airfare and other travel expenses and for any individual expense item that exceeds \$100.00. In cases where costs incurred for outside materials or services exceed \$300.00, the Firm may forward the vendor's statement directly to the City for payment. As a result of billing delays by outside vendors, some charges may be billed later than the period in which the corresponding services are rendered.

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The Firm shall submit invoices on a monthly basis and payment shall be due within 30 days. The City shall have the right to terminate this Agreement at any time. The Firm shall have the same right, subject to any professional obligation to give the City reasonable time to arrange alternative representation and subject to the rules of any applicable court or tribunal. In the event of a termination of the Firm's services, the City shall be obligated to pay for fees and other non-fee charges incurred prior to the delivery of the notice of termination.

If this Agreement is acceptable, please confirm McKinney's acceptance by executing the enclosed copy of this letter in the space provided and returning it to the undersigned. It is a privilege to assist McKinney here in Washington and I greatly appreciate the opportunity.

Sincerely,



Richard J. Leidl
President

The foregoing is agreed to:

The City of McKinney, Texas

By: _____

Dated: September 2, 2020