

RESOLUTION NO. 2020-09-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIFTH AMENDMENT TO AN AGREEMENT FOR LEGISLATIVE CONSULTANT SERVICES WITH RED MEDIA GROUP; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council will partner with the McKinney Chamber of Commerce and the McKinney Economic Development Corporation on joint legislative efforts to present a united community from both the citizen and business perspective; and

WHEREAS, the City previously entered into an agreement with Red Media Group to serve as the City's Legislative Consultant; and

WHEREAS, the City desires to continue to utilize the services of Red Media Group to serve as the City's Legislative Consultant on issues common with the City, the McKinney Chamber of Commerce and the McKinney Economic Development Corporation.

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

Section 1. The foregoing recitals are hereby found to be true and correct legislative and factual findings of the City of McKinney, Texas, and are fully incorporated into the body of this Resolution.

Section 2. The City Council of the City of McKinney, Texas hereby authorizes the City Manager to amend the existing agreement with Red Media Group via a Fifth Amendment (Exhibit A) that requires Red Media Group to provide Legislative consulting services pertaining to the Texas Legislative session(s) for a term of two (2) years, the City's complete payment for which is approximately \$28,000 annually, but shall not exceed \$29,000 annually.

Section 3. This Resolution shall take effect as shown 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

**FIFTH AMENDMENT TO AGREEMENT TO PROVIDE LEGISLATIVE CONSULTANT SERVICES TO
THE CITY OF MCKINNEY, TEXAS, THE MCKINNEY CHAMBER OF COMMERCE,
AND THE MCKINNEY ECONOMIC DEVELOPMENT CORPORATION**

THIS FIFTH AMENDMENT (the "Fifth Amendment") to the Legislative Consultant Service Agreement is effective as of the 1st day of December 2020 (the "Effective Date"), between the CITY OF MCKINNEY, TEXAS, a Texas municipal corporation (the "City"), the MCKINNEY CHAMBER OF COMMERCE, a Texas non-profit organization (the "Chamber"), the MCKINNEY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, (the "MEDC") (collectively, the "McKinney") and RED MEDIA GROUP, (the "Consultant").

WHEREAS, the City Council of the City of McKinney, Texas have previously entered into an agreement with Red Media Group for legislative consultant services effective December 1, 2012 and amended on December 1, 2013 (the "Agreement"); and

WHEREAS, the City Council of the City of McKinney, Texas amended the "Agreement" a second time on December 1, 2015; and

WHEREAS, the City Council, the Chamber, and MEDC amended the "Agreement" a third time on December 1, 2017; and

WHEREAS, the City Council, the Chamber, and MEDC amended the "Agreement" a fourth time on November 6, 2018; and

WHEREAS, the City Council, the Chamber, and MEDC desire to extend the term of the Agreement until November 30, 2022 and modify the payment of fees due under the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth, McKinney and the Consultant agree as follows:

SECTION 1.

The Agreement is amended only as set forth herein. All articles in the First Agreement that are not amended remain in full force and effect as set forth in the First, Second, and Third and Fourth Amendments and the Agreement.

SECTION 2.

The First, Second, Third and Fourth Amendments are hereby amended by including the attached Exhibit "B-1", which is attached hereto and incorporated as if set forth here.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their duly authorized representatives as of the Effective Date listed above.

CITY OF MCKINNEY, a Texas municipal corporation
222 N. Tennessee St. McKinney, TX
75069

By

ATTEST:

Empress Drane
City Secretary

MCKINNEY CHAMBER OF COMMERCE,
a Texas non-profit organization
2150 South Central Expressway, #150
McKinney, TX 75070

By

MCKINNEY ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation
5900 S. Lake Forest Drive, Suite 110
McKinney, Texas 75070

By

RED MEDIA GROUP LLC

Consultant

By

EXHIBIT A

STATEMENT OF WORK AND SCOPE OF SERVICES

1. Consultant shall provide professional services pursuant to the following:
 - a. Work closely with the GLI Committee and City of McKinney staffs to understand the programs of McKinney, its legislative needs, and its strategic plan.
 - b. Provide timely information to the GLI Committee and City on pertinent developments and work with the GLI Committee to develop all necessary data and materials to support McKinney's legislative agenda. Attend and present Information at GLI Committee meetings, as requested.
 - c. Report frequently as needed, to the GLI Committee on progress and status of work for McKinney.
 - d. Respond as necessary to all other requests made to Consultant by the GLI Committee, or Its designee.

2. Consultant agrees that specific attention shall be given in addition to the services above listed, to the following specific priorities of McKinney, as follows:
 - a. Strengthen support with key members of the State Legislature and key Legislative committees, including staff, by regular contact, reports and communication with key members and staff of McKinney priorities.
 - b. Regular monitoring of all relevant policy developments and filed bills with timely communication with the GLI Committee.
 - c. Assistance In organization of McKinney trips to Austin, TX.
 - d. Maintain contact with State Agencies and communicate McKinney priorities as directed by the GLI Committee, or its designee.

3. This Agreement specifically excludes from the Statement of Work an Involvement In campaigns or fundraising activities. Any such activities are strictly voluntary on the part of the Consultant and are not part of the compensation contemplated under this Agreement

EXHIBIT "B-1" | PAYMENT OF FEES FOR EXTENDED TERM

The following shall constitute the fees payable to the Consultant under the Fifth Amendment effective December 1, 2020 through November 30, 2022 unless terminated sooner in accordance with the terms of the Agreement, as amended, or until otherwise agreed in writing by the parties.

1. The Term for the Agreement, as amended shall be from December 1, 2020 to November 30, 2022.
2. Total compensation for the services rendered hereunder for the Term, and under the statement of work described in Exhibit "A", shall be \$84,000 per year payable in twelve (12) monthly payments beginning on December 1, 2020 at the rate of \$7,000 per month, in advance, payable on the first day of each month up to and including December 1, 2020. Subject to Article III. C., the last payment of expenses shall be due and payable on December 1, 2022. Consultant shall submit an invoice in advance of each month of the Agreement, as amended.
3. McKinney shall reimburse all approved expenses of this representation, including travel, meals and other expenses up to the aggregate amount of \$3,000 per year for the Term.
4. Consultant shall invoice the City monthly for expenses and such invoices shall be payable within thirty (30) days of receipt.
5. Consultant shall itemize all time expended for the prior month on McKinney services when submitting an invoice for payment, in advance, of the next month. Time entries shall be recorded for each separate task performed and shown in increments of 1/10 hour. For example: "Meeting with GLI Committee: 1.7 hours."
6. During the Term, the City, the MEDC and the Chamber agree to each pay \$2,333.34 a month as well as each entity agrees to pay 33.3% of expenses, up to the agreed upon amount.