

**FIRST 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 FIRST AMENDMENT (the “First Amendment”) to the Legislative Consultant Service Agreement is effective as of the 1st day of December, 2013 (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 that certain agreement with Red Media Group for legislative consultant services effective December 1, 2012 (the “Agreement”); and

WHEREAS, the City Council and the Chamber desire to extend the term of the Agreement until November 30, 2015, add the MEDC as an additional party to the Agreement, 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 Agreement that are not amended remain in full force and effect as set forth in the Agreement.

SECTION 2.

Article I, General, of the Agreement is hereby amended to read:

**“ARTICLE I
GENERAL**

Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in Article II hereof for McKinney in accordance with the terms, conditions and provisions of the Scope of Services, marked Exhibit “A”, and attached hereto and incorporated herein for all purposes. McKinney may, at any time, terminate the agreement upon 30 days written notice to Consultant. Any action or direction by McKinney shall require the joint, written action of the City, the Chamber, and the MEDC.”

SECTION 3.

The Agreement is hereby amended by including the attached Exhibit "B-1", which is attached hereto and incorporated as if set forth herein.

SECTION 4.

IN WITNESS WHEREOF, the parties hereto have caused this First 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: _____
JASON GRAY
City Manager
Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

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

By: _____
 JODI ANN LaFRENIERE RAY
 President
Date Signed: _____

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

By: _____
 JAMES J. WEHMEIER
 President & CEO
Date Signed: _____

Consultant:
RED MEDIA GROUP

By: _____
 ANGELA HALE
 Managing Partner
Date Signed: _____

EXHIBIT "B-1"

PAYMENT OF FEES FOR EXTENDED TERM

The following shall constitute the fees payable to the Consultant under the First Amendment effective December 1, 2013 through November 30, 2015 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, 2013 to November 30, 2015.
2. Total compensation for the services rendered hereunder for the Term, and under the statement of work described in Exhibit A, shall be \$60,000 per year payable in twenty-four (24) monthly payments beginning on December 1, 2013 at the rate of \$5,000 per month, in advance, payable on the first day of each month up to and including November 1, 2015. Subject to Article III. C., the last payment of expenses shall be due and payable on December 31, 2015. 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 PRIL Committee: 1.7 hours."
6. During the Term, the City, the Chamber and the MEDC agree to each pay 33.3% of monthly billing as well as 33.3% of expenses, up to the agreed upon amount.