

RESOLUTION NO. 2024-08-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LEGISLATIVE AND REGULATORY CONSULTANT SERVICES WITH FOCUSED ADVOCACY, LLC

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

WHEREAS, Focused Advocacy, LLC provides a broad ranges of consulting services that will assist the City of McKinney in accomplishing its 2025 state legislative agenda; and

WHEREAS, the City desires to effectively influence the state legislature and regulatory bodies of the State of Texas as it relates to administrative action and legislation that impacts the City of McKinney and its residents.

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 execute an amendment to an agreement with Focused Advocacy, LLC that requires Focused Advocacy, LLC to provide legislative and regulatory consulting services pertaining to Texas Legislative session(s) for a term of two (2) years, the City's payment for which is approximately \$10,000 monthly.

Section 2. This Resolution shall take effect in accordance with the terms of the contract as outlined in "Exhibit A," and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 20th DAY OF AUGUST, 2024.

CITY OF MCKINNEY, TEXAS

GEORGE C. FULLER
Mayor

ATTEST:

EMPRESS DRANE
City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

EXHIBIT A

FOCUSED ADVOCACY


**Contract Agreement
Full Service Legislative & Regulatory Services
City of McKinney & Focused Advocacy**

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) as located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746, and the **City of McKinney** (hereinafter “the City”) as located at 222 W. Tennessee Street, McKinney, Texas 75069 (together collectively hereinafter the “**Parties**”).

This Agreement is binding between the Parties and the Parties mutually agree to the following terms and conditions:

1. **Term & Effect.** The Term of this Agreement shall be for 24 months from **October 1, 2024, thru September 30, 2026.** The Effective Date of this Agreement is the first day of the Term.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 24-month periods.
3. **Scope of Services.** The scope of services to be provided by FA during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals;
 - d. Develop strategies to advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens;
 - f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

EXHIBIT A

FOCUSED  ADVOCACY

- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
 - h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
 - i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
 - j. Assist with the preparation and drafting of legislation and amendments;
 - k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
 - l. Assist with the preparation of City officials who testify before legislative bodies; and
 - m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
 - n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings; and
 - o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.
- 4. Expansion of Scope of Services.**
- a. This Agreement is expressly limited to the scope of services detailed herein.
 - b. This Agreement does not include services related to preparing or assisting with applications, economic development projects, utilities, or legal services.
 - c. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.

EXHIBIT A

FOCUSED ADVOCACY

5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay FA ten-thousand dollars (\$10,000) per-month.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th day of each month.
- c. Payment shall either be deposited directly to the bank account provided by FA or otherwise mailed to Focused Advocacy at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746.
- d. Certain services required by this Agreement and other services as requested from time-to-time by the Client but not described by this Agreement will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.

6. Cost of Living Adjustment. The Parties agree the compensation detailed in Section 5 will be increased on an annual basis by two and half percent (2.5%).

7. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse FA three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by FA associated with the client-related business meetings hosted by FA in furtherance of the duties and services required by this Agreement.
- b. This is a fixed-amount, monthly reimbursement and will not be accompanied by receipts.
- c. The City agrees to reimburse FA for these expenses at the same time it pays the monthly retainer.
- d. In addition, the City will reimburse FA for any reasonable and customary expenses related to any travel requested of FA by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

8. Engagement for Professional Services. The parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas

EXHIBIT A

FOCUSED ADVOCACY

Local Government Code, a procurement for professional services such as the service contained in this Agreement is exempt from the competitive bid or proposal requirement.

9. Termination.

- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to FA. The City is responsible for payment of the retainer through the end of the termination period and FA shall be fully compensated by the City through any early termination date regardless of the appropriation of funds by the City.
- b. The City may terminate the Agreement with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of FA regarding a specific piece of legislation.

10. Points of Contact. Unless directed otherwise, the City Manager or its designee shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for FA. FA will take its direction and work orders from the City Manager or its designee.

11. Compliance with Texas Ethics Laws. FA agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

12. Conflicts of Interest.

- a. Should any other client of FA take a position on a piece of legislation that is in opposition to the position of the City or should FA believe that its representation of the City is materially affected by the position taken by another client, FA will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date FA became aware of the conflict.
- b. FA must obtain written permission from the City to continue its representation.
- c. If the conflict is between the City and any other client of FA that is private sector organization, FA agrees to resolve the conflict in favor of the City.



13. Consultant Relationship. It is understood by the parties that FA is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

14. Confidentiality.

- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by FA that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

15. Entire Agreement and Modifications.

- a. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- b. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

This Agreement is accepted as evidenced by the execution hereof and the signatures of the undersigned.

Signature - City of McKinney

Printed name & title

Date

Signature - Focused Advocacy

Brandon Aghamalian, President

Printed name & title

May 28, 2024

Date