

RESOLUTION NO. 2020-09-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND CONTINUE 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 2021 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 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 \$8,333.33 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 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



**Agreement
Legislative & Regulatory Consulting Services**

City of McKinney & Focused Advocacy

It is agreed effective November 1, 2018 that **Focused Advocacy, LLC.** (hereinafter "the Consultant") as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of McKinney** (hereinafter "the City") as located at 222 N. Tennessee St. McKinney, TX 75069 with the following scope of services:

1. Scope of Services:

Specifically, Consultant will:

1. Represent the City's general interests before the Texas Legislature as directed by the City Manager;
2. Assist in the fulfillment of the City's legislative agenda;
3. Assist with the passage of legislative initiatives as adopted by the City Council including passage of legislation to qualify the City for financial assistance related to the construction of aviation facilities;
4. Provide general guidance and consultation to the city regarding the City's legislative and regulatory goals;
5. Develop strategies and generally work to gain support to advance the City's legislative and regulatory goals;
6. Work to defeat legislation the City deems detrimental;
7. Provide the City with timely updates regarding the status of pending legislation and rule makings;
8. Provide the City with an electronic tracking system which monitors the progress of legislation that could affect the City;



9. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
10. Assist with the preparation and drafting of legislation and amendments;
11. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
12. Assist with the preparation of City officials who testify before legislative bodies; and
13. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
14. 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 developments at the Texas Comptroller of Public Accounts, Department of Transportation, Public Utility Commission, General Land Office, Department of Public Safety, Railroad Commission, Water Development Board, Commission on Environmental Quality, and the Department of Housing and Community Affairs; and
15. As directed, engage with state agency staff and personnel to protect or advance the city's interests during administrative rule-making proceedings.

2. Term:

The term of this contract shall be for 23 months from November 1, 2018 thru September 30 2020.

3. Renewal:

At the mutual agreement of both parties, this contract may be renewed for one additional 24-month period.



4. Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultant \$8,333.33 per-month.

Monthly invoices will be sent on or around the 1st day of each month and payable by the 15th day of each month.

Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.

5. Expenses:

In addition to the monthly retainer, the City shall also reimburse Consultant three hundred and fifty dollar per month (\$350) for the monthly expenses Consultant incurs associated with client-related business meetings in furtherance of the duties and services required by this contract. This is a flat-fee monthly expense reimbursements for expenses incurred by the Consultant from client-related business meetings in furtherance of the contractual duties of this agreement and will not be accompanied by receipt.

The City agrees to reimburse this flat fee at the same time it pays the monthly retainer.

In addition, the City will reimburse Consultant for any reasonable and customary expenses related to travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

6. Termination:

This agreement may be terminated without cause provided the City provides the Consultant ninety days (90) written notice. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 90-day period for termination without cause.

The City may also terminate the contract 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 the Consultant regarding a specific piece of legislation. Effective from the date written notice is delivered



to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 30-day period for termination due to a conflict.

7. Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for the City and Andrew Keefer and Snapper Carr shall act as the points of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

8. Compliance with Texas Ethics Laws:

The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

9. Conflicts of Interest:

Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant believe that its representation of the City is materially affected by the position taken by another client, Consultant 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 Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation.

If the conflict is between the City and any private-sector client of the Consultant, then Consultant shall resolve the conflict in favor of the City.

10. Consultant Relationship:

It is understood by the parties that Consultant is an independent Consultant 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.



11. Confidentiality:

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. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to them upon request.

12. Expansion of Scope of Services:

This agreement is expressly limited to the scope of services detailed herein. Any additional services requested by the City will necessitate an amendment to this contract with new terms and compensation.

13. Boycott Israel:

Texas Government Code Chapter 2270 prohibits a city from entering into a contract with a company for goods and services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. By entering this agreement, Consultant verifies that it does not Boycott Israel, and agrees that during the term of this agreement Consultant will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

14. Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussion. 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.

FOCUSED  **ADVOCACY**

This contract is accepted on _____ as evidenced by the execution hereof by the signatures of the undersigned.



Signature - City of McKinney

Paul G. Grimes, City Manager
Printed name & title

12/4/18
Date



Signature - Focused Advocacy

Andrew Keefer, Senior Associate
Printed name & title

October 30, 2018
Date