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CITY SECRETARY

RICHARD J. LEIDL, P.C.

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March 29, 2013  
~~July 9, 2012~~

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

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

Dear Mr. Houser:

This letter sets forth the agreement ("Agreement") between the City of McKinney, Texas (the "City" or "McKinney") and the law firm of Richard J. Leidl, P.C., a District of Columbia corporation (the "Firm"), concerning legal services, including lobbying and regulatory services, to assist in (1) obtaining Federal funding and Federal approvals for City projects, and (2) supporting McKinney on its Federal legislative and regulatory initiatives.

**I. Scope of Work.**

The Firm's efforts shall include assisting McKinney on Federal legislative issues, finding and securing Federal funding for the City's projects, obtaining Federal approvals for the City's initiatives, and supporting the City's efforts to participate in Federal programs. The Firm's efforts, as directed by the City, may include the following:

- Meet with McKinney officials to discuss the City's projects and near-term and long-term priorities.
- Review Federal legislative issues of concern to the City.
- Review potential sources of Federal funding for City projects through Congressional support and Federal agency grant programs.
- Develop an Action Plan for achieving legislative goals and obtaining funding, including timelines and identification of potential sources of funding.
- Assist McKinney staff in completing and submitting the necessary documentation for Congressional funding for programs and for Federal agency grants.
- Schedule and coordinate meetings 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.

As an important part of this process, City officials may make at least one annual visit to Washington to meet with Congressional Members and staff and Federal agency officials. If issues arise during the course of the year, additional visits to Washington may be necessary.

## **II. Contract Amount and Payment Procedures.**

The contract amount for the foregoing range of services is \$90,000 plus expenses for the fifteen-month period beginning as of July 1, 2012 through September 30, 2013, payable at the rate of \$6,000 per month plus expenses. This Agreement may be renewed annually based on the mutual consent of the parties.

The Firm's charges for expenses are set forth below.

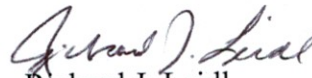
Photocopying	No charge, except for large volumes handled by a vendor, in which case the photocopying will be billed at the rate charged by the vendor.
Facsimile	No charge.
Postage	No charge, except for unusually large mailings, which are billed at U.S. Postal Service rates.
Telephone	Long-distance telephone charges and conference call charges are billed at cost.
Computerized Legal Research	Billed at rates charged by computerized research vendors (e.g., Lexis, Westlaw).
Mileage	I.R.S. standard mileage rates.
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.

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.

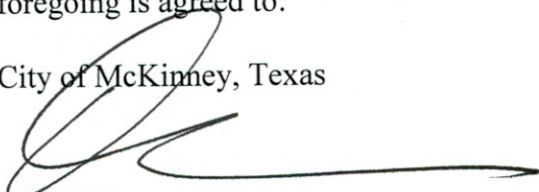
If this Agreement is acceptable, please confirm McKinney's acceptance by executing the enclosed copy of this letter in the space provided and returning it to the undersigned.


Sincerely,

  
Richard J. Leidl  
President

The foregoing is agreed to:

The City of McKinney, Texas

By:   
Mark S. Houser, Esq.  
City Attorney

By:   
By Rob Daake, Deputy City Manager  
and authorized signatory

Dated: ~~July~~, 2012 *ML*  
*March 28, 2013*