

## **LETTER OF AGREEMENT**

This is a Letter of Agreement between the City of Killeen (Client) and The Schlueter Group (Consultant) regarding the representation of Client before the Texas Legislature and the appropriate agencies of the State of Texas. This agreement terminates and replaces any prior agreement.

### **Scope of Representation**

Consultant agrees to represent Client before the Texas Legislature on matters related to City of Killeen issues in Texas. Consultant acknowledges and agrees that Client funds are to be used solely for the representation of Client and Client's interests and will not be used to represent any other entity.

### **Time Period**

This agreement shall be for an initial term of three years commencing August 19, 2025, and ending August 19, 2028. The agreement shall be automatically renewed for one successive two-year term, unless either party provides written notice of non-renewal to the other at least 90 days before the end of the initial term.

### **Consideration**

Consultant agrees to represent Client for the initial term of three years for the sum of \$100,000 per contract year and extend the same \$100,000 sum per contract year for one successive two-year term.

### **Definition of Expenses**

Expenses reasonably incurred in the performance of the terms of the contract herein shall be reimbursable to Consultant when approved in advance by Client and when submitted by Consultant to Client with appropriate documentation. Expenses shall not exceed \$5,000.00 per contract year.

### **Method of Billing and Payment**

Client agrees to pay Consultant on the first of each month, in advance, for that month's representation. Consultant shall submit a monthly invoice. Compensation shall be payable in monthly installments of \$8,333.33, in advance, on the first of each month. Approved expenses will be billed approximately one month after such expenses are incurred.

### **Consultant Responsibilities**

- Consultant shall be responsible for the preparation and filing of all applicable activity reports with the Texas Ethics Commission.
- Consultant shall actively pursue City of Killeen Legislative Principles and Priorities.
- Consultant shall keep Client apprised of all State legislative matters pertinent to Client and provide timely updates and reports to Client on State legislative and agency activity.
- Consultant shall be available to Client for consultations, hearings and other meetings.
- Consultant shall provide a report at a Killeen City Council meeting at the conclusion of each legislative session.

**Client Responsibilities**

- Client shall provide City Council approved State Legislative Priorities and Principles to Consultant and clearly communicate support for or opposition to specific issues before the Legislature.
- Client shall keep Consultant informed of activities and issues relevant to legislative representation.
- Client shall make timely payment of Consultant invoices.

**Conflict of Interest**

Consultant agrees to assume responsibility that the Client be represented without any conflicts of interest and that he shall perform that representation within the laws of the State of Texas.

**State and Federal Law**

It is expressly understood and agreed that none of the services to be provided under the scope of this agreement are campaign or officeholder activities regulated under State or Federal law.

**Termination**

Either party may terminate this agreement without penalty for any reason with 30 days written notice to the other party. If Client terminates the agreement, Client will pay Consultant for all work performed on Client's behalf through the date of termination.

**Termination for Non-appropriation**

It is understood and agreed by both parties that if the City Council fails to appropriate funds for this agreement, it will terminate on September 30<sup>th</sup> of the fiscal year for which funds were last appropriated without penalty to either party.

**Guarantee of Payment**

By the signing of this Letter of Agreement by all parties, Client hereby guarantees full payment of all compensation set forth in this Letter of Agreement plus expenses incurred by Consultant as defined herein.

The person executing this agreement represents that he has full authority of the Client to sign this Letter of Agreement and is signing on its behalf.

By: \_\_\_\_\_

Kent Cagle  
City Manager, City of Killeen  
P.O. Box 1329  
Killeen, Texas 76540-1329

Dated: \_\_\_\_\_

By:  \_\_\_\_\_

Stan Schlueter  
The Schlueter Group  
P.O. Box 2227  
Austin, Texas 78768-2227

Dated: 8/5/25