

LETTER OF AGREEMENT

This is a Letter of Agreement between the City of Killeen (Client), and Stan Schlueter (Consultant) regarding the representation of Client before the Texas Legislature and the appropriate agencies of the State of Texas.

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 represent any other entity.

Time Period

This agreement shall commence on December 15, 2015, and shall terminate on December 15, 2020.

Consideration

Consultant agrees to represent Client for five years for the sum of \$100,000.00 per year, plus any travel and other expenses accrued during the Time Period of the contract. Compensation shall be payable in monthly installments of \$8,333.33 in advance and on the first of each month with expenses.

Definition of Expenses

Expenses reasonably incurred in the performance of the terms of the contract herein shall be reimbursable to Consultant when submitted for payment to Client with the appropriate documentation. Expenses shall not exceed \$5,000.00 per year without approval from Client.

Method of Billing and Payment

Client agrees to pay Consultant on the first of each month, in advance, for that month's representation. All expenses for the current month will be billed approximately one month after such expenses are incurred. Consultant shall submit a monthly invoice.

Reports

Consultant agrees to be responsible for the preparation and filing of all applicable activity reports with the Texas Ethics Commission. Consultant shall provide monthly reporting to Client of activities related to Client's interests.

Whether in session or not, Consultant will provide timely updates and reports to Client on State legislative and agency activity.

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 Nonappropriation

It is understood and agreed by both parties that if the Council fails to appropriate funds for this agreement, it will terminate on September 30th 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 their behalf.

By: _____

Glenn Morrison
City Manager
City of Killeen
P.O. Box 1329
Killeen, Texas 76540-1329

By: _____

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

Dated: _____

Dated: _____