

LETTER OF AGREEMENT

This is a Letter of Agreement between the City of Killeen (referred to herein as “City”) and Ricky D. Gibbs (referred to herein as “Contractor.”) In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

Definitions

City is identified as the City of Killeen, Texas.

Contractor is identified as Ricky D. Gibbs. Contractor is an independent contractor and under no circumstances shall be deemed an agent, employee or representative of the City.

Scope of Agreement

The purpose of this Agreement is as follows:

Contractor will coordinate and conduct a comprehensive assessment of community and regional impacts resulting from active duty and/or civilian force reductions at Fort Hood, Texas that were announced by the United States Army in 2015. The assessment will include impacts in the following areas; retail (economic), housing, education, employment, small businesses and defense suppliers.

Contractor will coordinate a task completion schedule with the City and deliver the assessment to the City no later than July 31, 2016. Information will be compiled into a written and professionally bound report (25 copies) for use by locally elected officials and community stakeholders. The report will include recommendations for addressing and implementing identified impacts.

General Provisions

The assessment will be funded by a grant managed by the Office of Economic Adjustment, Department of Defense. A maximum of \$80,000.00 is available on a reimbursable basis for monetary compensation and approved expenses.

Contractor deliverable will not duplicate any previous assessment conducted by the United States Army and any such assessments will be considered with this task.

City will provide dedicated office workspace in city hall with a computer, phone and office key and access to the City of Killeen network. City will also facilitate local stakeholder access and provide information that supports the assessment.

Contractor will contact, coordinate and participate in meetings with elected officials and community stakeholders.

Term of Agreement

This Agreement shall commence on November 11, 2015, and terminate July 31, 2016.

Consideration

Contractor agrees to provide the services stated above for the following consideration:

Contractor is authorized to provide services up and bill up to a maximum of 40-hours per week. Contractor will submit monthly invoices to Finance containing service hours and authorized expenses. Monetary compensation will be computed on an hourly basis and be provided by the City on a monthly reimbursable basis. Additional expenses will be coordinated with the City beforehand and reimbursed from grant funds as required.

Cancellation

Either party may cancel this Agreement without obligation to the other by giving ten (10) days written notice. For purposes of this section, notice to the City shall be made to the Executive Director of Support Services. Contractor will be paid for services performed prior to the date the agreement is cancelled.

Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas. The parties agree that for any and all lawsuits, disputes, or causes of action, venue shall be in Bell County, Texas.

Severability

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Subcontracts and Assignments

Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification

Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the city and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or

persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Contractor's acts or omissions, and for any other act not resulting from the negligence of the City, in the performance of this contract.

Nondiscrimination

In the performance of the services under this Contract, Contractor agrees not to discriminate against any participant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry.

Entire Agreement

This Agreement shall represent the entire agreement by and between the parties. This agreement shall supersede and replace in its entirety any prior agreement or understanding, either written or oral. This agreement may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO this 11th day of November, 2015, by the undersigned parties who acknowledge that they have read and understand this Agreement and the undersigned parties hereby execute this legal document voluntarily and of their own free will.

5041

City of Killeen:

Address:
P.O. Box 1329
Killeen, TX 76540-1329

Glenn Morrison
City Manager

Contractor:

Address:
721 Bluebonnet Lane
Temple, TX 76502

Ricky D. Gibbs
Ricky D. Gibbs