

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is entered into on this the ____ day of April, 2026 by and between **The City of Breckenridge**, Texas, a home rule municipality, duly created and operating (the “City”) and **4H Services LLC**, a Texas limited liability company (the “Consultant”).

WHEREAS, Consultant agrees to provide certain professional services as described herein and the City agrees to engage and pay Consultant for those services pursuant to the terms of this Agreement.

NOW, THEREFORE, for the consideration described herein, the City and Consultant agree as follows.

I. Scope of Services

A. Services. In consideration of the compensation stated in paragraph 2, Consultant agrees to provide the City with the professional services as described below (the “Services”):

- Locate and mark utility lines and infrastructure placed in the City’s right-of-way by the City and other utility providers, including fiber providers, Texas Gas, and Oncor.
- Locate and compile information regarding location and size of City infrastructure (water lines for mapping and GIS purposes).

B. Level of Care. Line location services provided by Consultant shall be performed with the professional skill and care ordinarily provided by competent line locators practicing under the same or similar circumstances.

C. Frequency of Services. The Consultant will perform the Services on an as-needed basis, upon request from the City.

II. Compensation, Billing and Payment

A. Compensation. In consideration of Consultant’s provision of the Services in compliance with all terms and conditions of this Agreement, the City shall pay Consultant the fees described below:

Total Weekly Base Fee:	\$2,500.00
Hourly Rate:	\$60.00

The rates above include fuel charge and mileage for Consultant’s travel to and within the City. The rates apply to work performed any day of the week.

B. Billing. Consultant agrees to submit invoices monthly for services rendered. Invoices are due and payable within 30 days of receipt.

III. Term

The term of this Agreement is for one month beginning on April 8, 2026 and ending on May 7, 2026. This Agreement shall be automatically renewed for successive one-month terms, unless either party provides notice that it does not want the Agreement to renew at least ten (10) days prior to the end

of the then-current term. Time is of the essence in this Agreement.

IV. Warranty and Indemnification

A. Warranty. As an experienced and qualified line locator, Consultant warrants that the Services performed by Consultant will reflect professional and industry standards, procedures, and performances. Consultant warrants that Consultant will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of his line locations.

B. Independent Contractor. In all activities or services performed hereunder, Consultant is an independent contractor and not an agent or employee of the City. As an independent contractor, Consultant shall be responsible for the Services contemplated under this Agreement. Except for materials and equipment furnished by the City, Consultant shall supply all materials, equipment, and labor required for the Services to be provided under this Agreement. Consultant shall have ultimate control over the execution of the professional services.

C. Indemnification. **CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT SUCH CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARE CAUSED BY CONSULTANT'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS RELATED TO CONSULTANT'S PERFORMANCE OF THE SERVICES.**

V. Consultant's Insurance

Consultant agrees to maintain, on a primary basis, for the duration of this Agreement, adequate insurance coverage for Consultant's performance of the Services. Consultant must deliver to the City proof of insurance evidencing that such policy is in full force and effect within 5 business days of the effective date of this Agreement. The City may request that Consultant increase its insurance coverage upon recommendation from the City's insurance provider. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

VI. Termination

The City may terminate this Agreement, for convenience or cause, with seven (7) days prior written notice to Consultant. Consultant may terminate this Agreement for cause with ten (10) days prior written notice to the City. Failure of the City to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services and allowed expenses.

VII. Ownership of Documents

All reports, maps, and other documents and materials, including electronic media, that are produced

or completed by the Consultant as part of its performance of the Services shall be deemed the property of the City.

VIII. Miscellaneous Terms

A. Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Stephens County, Texas.

B. Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

To City:
City of Breckenridge, Texas
Attn: City Manager
105 N. Rose Ave.
Breckenridge, TX 76424

To Consultant:
4H Services LLC
Attn: Hamilton Hefner
P.O. Box 2593
Albany, TX 76430

C. Nonwaiver. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

E. Assignment. This Agreement and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

F. Compliance with Law. The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies.

G. Consultation with Attorney. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement. The parties further agree that each has been afforded the opportunity to consult legal counsel with regard to this Agreement.

H. Force Majeure. Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

AGREED AND ACCEPTED THIS ____ DAY OF APRIL, 2026.

CITY OF BRECKENRIDGE, TEXAS

Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary

4H SERVICES LLC

Hamilton Hefner, Manager