

## Professional Services Agreement

1. **Scope of Services.** The City of Breckenridge, Texas (“City”) and Wayne Eichel (“Contractor”), collectively the Parties, agree that Contractor shall conduct thorough background checks of applicants for the position of Chief of Police for the City and provide detailed documentation of such investigations to the City (the “Services”).
2. **Term of Agreement.** The term of this Agreement (“Agreement”) will become effective on February 6, 2024 and unless terminated earlier as provided in Paragraphs 8 and 9 below shall continue for a period of twelve (12) months (the “Term”).
3. **Contractor Obligations.** The Contractor shall:
  - (a) Devote as much productive time, energy, and ability to the performance of his duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.
  - (b) Perform the Services in a good and workmanlike manner.
  - (c) Communicate with the City about progress the Contractor has made in performing the Services.
  - (d) Supply all equipment and supplies required to perform the Services, except if the Contractor’s work must be performed on or with the City’s equipment.
  - (e) Use the email address provided by the City only for the performance of the Services.
4. **Independent Contractor.** It is understood and agreed that, in performing the Services, Contractor is acting independently, and not as an employee of City. Contractor shall control the manner and means by which Services are performed. There is no intended third-party beneficiary to this Agreement.
5. **Payment.** City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor at the rate of \$600.00 per completed background investigation. For purposes of this section, a “completed background investigation” means an investigation for which a completed report has been submitted to the City or a background investigation that was initiated by Contractor but not completed due to the withdrawal or disqualification of the candidate. Contractor will not be compensated for holidays, vacation time, or benefits. Contractor is responsible for complying with reporting requirements for all local, state and federal taxes related to payments made to Contractor under this Agreement.
6. **Invoices.** All fees paid to Contractor by City shall be based on invoices submitted to City in writing by Contractor for work performed. While invoices shall be submitted monthly, Payment shall be due in accordance with the City’s regular payment practices or upon Termination of this Agreement as described in Paragraphs 8 and 9.
7. **Reimbursement.** All routine business expenses incurred by Contractor will be reimbursed under the same terms and conditions that such expenses would be reimbursed for other contractors in the course of working for the City. Such reimbursable expenses include travel undertaken at the request of the City.
8. **Termination.** Either party may terminate this Agreement with fourteen (14) days written notice, without cause or penalty. In the instance of termination by written notice, Contractor shall

provide City a final invoice showing all amounts due within seven (7) days of termination of the Agreement. The invoice shall be due and payable upon receipt by City in accordance with its regular payment practices.

9. **Survival of Obligation.** This Agreement shall automatically terminate upon death of Contractor, but the obligation for payment for work performed shall survive termination. In the instance of Contractor's death, all amounts owed shall be paid within thirty (30) days of Contractor's death, regardless of invoicing. Such payment(s) shall be made payable to "Estate of Wayne Eichel" care of the address provided by Contractor under Paragraph 10.

10. **Notices.** Notices, if required, should be sent to:

If to City:

City of Breckenridge

105 N. Rose Avenue

Breckenridge, Texas 76424

(254) 559-8287

[cnorthrop@breckenridgetx.gov](mailto:cnorthrop@breckenridgetx.gov)

If to Contractor:

Wayne Eichel

3002 Cloverdale Court

Grapevine, Texas 76051

(817) 716-9139

[weichel@live.com](mailto:weichel@live.com)

11. **Confidential Information.** Contractor will perform services for City which may require City to disclose confidential information to Contractor. Confidential information includes, but is not limited to, any information of any kind, nature or description concerning matters affecting or relating to Contractor's services for the City, business operations of the City and/or employee data or other data of City. Contractor agrees:

(a) To use reasonable network and data security to protect City.

(b) Not to reproduce confidential information or use the information for any purpose other than the performance of the Services.

(c) Upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment or material created by or originating from his activities for City.

12. **Release and Waiver of Rights.** Contractor agrees that City is not responsible for the payment of taxes or withholding a portion of the compensation for the payment of taxes resulting from Contractor's engagement with City. Contractor irrevocably and unconditionally releases City and its current and former elected and appointed officials, and its current and former directors, officers, managers, agents, employees, representatives, attorneys and affiliates, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, losses, causes of action, suits, proceedings, rights, costs, fees, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, arising under federal, state or local law, which Contractor now has, or which he had at any time prior to the execution of the Agreement, against each, all, or any of the Releasees (collectively "Claims" and each a "Claim"). This release and waiver of rights is binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns.

13. **Liability Protection.** To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City agrees to defend, hold harmless, and indemnify Contractor from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Contractor if the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose

or does arise in the future from an act or omission of Contractor, as a contractor of the City, acting within the course and scope of the Contractor's performance under this Agreement, excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Contractor committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Contractor.

14. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes shall reside in Stephens County, Texas.

15. **Amendments.** This Agreement represents the full and complete agreement between City and Contractor and supersedes any and all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

16. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision was not included.

17. **Counterparts.** This Agreement may be executed by the parties in multiple counterparts, each of which when executed and delivered shall be an original. All such counterparts shall constitute an original if signed by only one party, but together signed by all the parties to the Agreement.

18. **Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

19. **Waiver.** Waiver by either Party of a breach, default, delay or omission under this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

**CITY OF BRECKENRIDGE, TEXAS**

---

Cynthia Northrop, City Manager

ATTEST:

---

Jessica Sutter, City Secretary

**CONTRACTOR**

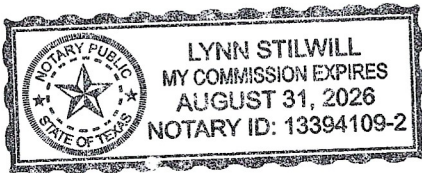
*W E*

\_\_\_\_\_  
Wayne Eichel

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Eichel known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6<sup>th</sup> day of February, 2024.



*Lynn Stilwill*  
\_\_\_\_\_  
Notary Public, State of Texas