

GeoThematics LLC

Agreement between GeoThematics LLC and The City of Hawk Cove, Texas

This Agreement entered into by and between GeoThematics LLC ("GeoThematics") and The City of Hawk Cove, Texas (in Hunt County, Texas) ("City") entered into on this, the 25th day of May, 2023, shall expire on anniversary of the signing of this Agreement in the year 2033.

SECTION 1: Council Requirements

All actions taken by or on behalf of The City of Hawk Cove City Council ("Council") on, or relating to, this Agreement, including but not limited to any extension, amendment, modification or change of any kind, shall be by unanimous vote of all five (5) voting members of the Council sitting in a properly-noticed Regular or Special Session.

SECTION 2: Scope of GeoThematics' Services

The parties hereto agree that GeoThematics is an independent contractor. City recognizes and agrees that GeoThematics has, or may have, clients or persons other than City for whom GeoThematics provides services and/or products: insofar as may be reasonable and necessary, City shall accommodate GeoThematics' exercise of independent discretion to enable GeoThematics to provide those services and/or products.

GeoThematics' services ("services") include supplying City with financial and accounting bookkeeping, analyses, digital and/or non-digital financial records creation, analysis, reconciliation, retention and maintenance; including, but not limited to, preparing and creating complete and accurate analysis and accounting reports ("products"). In providing services to City, GeoThematics shall use Quick Books, or such other appropriate accounting platform, system or form that the parties agree to in a writing signed and dated by the parties.

In addition, GeoThematics shall analyze each of City's fiscal and accounting years to perform, and shall perform, a Rate Study Analysis of City's current sewer system and rates as is required by the laws of the State of Texas and City's ordinances, resolutions and regulations.

GeoThematics' services and products shall be based on financial records and/or receipts provided, supplied and furnished by City to GeoThematics; shall include City's previous complete fiscal and accounting years from and including 2016 and through and including the date of this Agreement, and shall continue for each year after the date of this Agreement in which GeoThematics supplies its services and products to City.

Section 3: Confidentiality of Materials, Information, Services and Products

City and GeoThematics recognize, understand and agree that City owns all matters and materials of any kind or nature arising or created by GeoThematics on City's behalf or by and between City and GeoThematics, including, but not limited to as are contemplated by this Agreement; and the same shall be, and are, to be held strictly confidential by GeoThematics. GeoThematics recognizes, understands and agrees that City, and City alone, holds all rights concerning and relating to all matters, materials, records, receipts, results and/or reports provided to or generated by GeoThematics; GeoThematics' services and products provided under this Agreement; and all manner of GeoThematics' actions, activities and communications conducted by or for City under this Agreement. City and GeoThematics recognize, understand and agree that City, alone, has the exclusive right to determine any disclosure of the same.

GeoThematics shall not disclose, in any manner, and without limitation: any form of matters or materials supplied by City to GeoThematics; any form of GeoThematics' communications, services or products to, with or for City; or any information in any way related to City and/or this Agreement to: any person or any entity of any kind, structure or nature whatsoever, without written, signed and dated authority from City's duly-authorized representative.

GeoThematics and City agree that GeoThematics shall be solely responsible to, and shall communicate only with, City's Administrator and City's Secretary. City's Administrator may present to the Council any information requested by the Council concerning or related to this Agreement and/or GeoThematics' services. No Council member or members shall, may or will contact or approach GeoThematics in any way, by or through any person, entity or medium other than City's Administrator and City's Secretary.

Before initiating any services or products for or on behalf of City, GeoThematics shall meet with City's Administrator to determine the goals and objectives of the City with regard to all aspects of the proposed work under this Agreement.

Section 4: Contractor Compensation

GeoThematics and City agree that the parties shall maintain the parties' compensation practices, procedures and course of dealing as the parties have established from and after January, 2023. GeoThematics shall provide its services and products to City for a firm fixed monthly price of One Thousand, Five Hundred Dollars and no/100 (\$1,500.00), payable by City to GeoThematics in accordance with and pursuant to the parties' past practices, procedures and course of dealing, and, unless the parties agree otherwise in writing, ending on the 2033 anniversary of this Agreement,

Section 5: Termination

This Agreement is binding on both parties for not less than ten (10) years from the date of its execution. This Agreement shall be terminated no earlier than the 2033 anniversary of this Agreement unless the parties execute a mutual and joint written, signed and dated agreement setting an earlier or a later date. If this Agreement is terminated, City shall pay GeoThematics fifty percent (50%) of all sums GeoThematics would have earned and received over any remaining term of this Agreement; except, however, that should City or GeoThematics dissolve, or GeoThematics be unable to perform as set forth in this Agreement, including by reason the death or total disability of GeoThematics' principal, this Agreement shall immediately terminate with no further obligation of either party to the other.

Section 6: Amendments

This Agreement may be amended at any time by express mutual and joint agreement of both parties. Any and all amendments to this Agreement shall be in writing, signed and dated by the parties, and shall be incorporated into this Agreement. Any amendment is subject to compensation adjustments upon the parties' mutual and joint agreements to the same.

Section 7: Other Conditions

Liability: City shall hold GeoThematics free and harmless from any obligations, costs, claims, judgments, attorney's fees and attachments arising from or growing out of the services and/or products rendered by GeoThematics, save and except for any acts or omissions caused or created by, or arising out of, any gross negligence, willful misconduct or violation of law by GeoThematics, its principals, agents, officers, directors or employees. GeoThematics shall not be liable, responsible or accountable to City in any way for any acts or omissions in the performance of GeoThematics' services and/or products provided to City that are caused by, or arise from, City's failure to provide GeoThematics with full, complete and accurate data, materials reports, records or information.

Representations and Warranties GeoThematics represents and warrants that it has full right and authority to enter into this Agreement and that neither it, nor its principals, agents, officers, directors or employees, if any, is or are under any pre-existing obligations inconsistent with the provisions of this Agreement. GeoThematics further represents and warrants that it has no knowledge of any claim of infringement of any proprietary right of or by any third party concerning, relating to or regarding, or arising as a result of GeoThematics' performance of the obligations under this Agreement.

Infringements City and GeoThematics each shall indemnify and hold harmless the other from and against all demands, claims, actions, damages, losses, and expenses (including reasonable costs attorney fees, costs and expenses; accountants; and expert witnesses) arising out of or resulting from any action by any third person or entity against City or GeoThematics, respectively, whether the same is or may be based on any claim that any other services performed or products produced under this Agreement, or any results thereof, infringe on a proprietary right of any such person or entity.

Arbitration The parties shall submit any controversy or claim arising out of or relating to this Agreement, or any breach thereof, to arbitration in accordance with the procedures and practices of the American Arbitration Association. Any judgment arising from any award rendered by any such arbitration may be entered in any court of competent jurisdiction in the county of the party to be held liable. For purposes of arbitration, the parties hereto acknowledge that jurisdiction and venue may be appropriate in either Hunt County and Smith County, Texas.

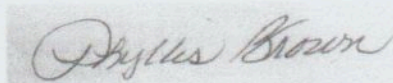
EXECUTED IN DUPLICATE ORIGINALS this 25th day of May 2023.

THE CITY OF HAWK COVE, TEXAS

GEOTHEMATICS, LLC



Darren Evans, Mayor



By: Phyllis Brown
Its _____

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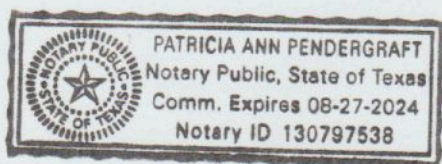
ACKNOWLEDGMENT

STATE OF TEXAS)
) ss:
 COUNTY OF Hunt)

The above and foregoing Agreement was acknowledged, subscribed and sworn to before me, the undersigned Notary Public, on this, the 25th day of May, 2023, by Darren Evans, in his capacity as the duly-elected Mayor of The City of Hawk Cove, Texas, and who acknowledged that he signed the same in that capacity for the purposes stated therein.

My Commission Expires:

08/27/2024



Patricia Ann Pendergraft
 Notary Public in and for the State of Texas

Patricia Ann Pendergraft
 Printed Name

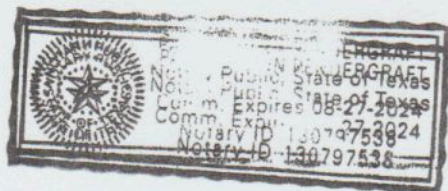
ACKNOWLEDGMENT

STATE OF TEXAS)
) ss:
 COUNTY OF HUNT)

The above and foregoing Agreement was acknowledged, subscribed and sworn to before me, the undersigned Notary Public, on this, the 25th day of May, 2023, by Phyllis Brown, in her capacity as duly-elected Chief of Quinlan Fire Department Association, Inc., and who acknowledges that he signed the same in that capacity for the purposes stated therein.

My Commission Expires:

08/27/2024



Patricia Ann Pendergraft
 Notary Public in and for the State of Texas

Patricia Ann Pendergraft
 Printed Name

