

**PROFESSIONAL SERVICES AGREEMENT**  
**FIRM: THE BROUSSARD GROUP, INC. dba TBG PARTNERS**  
**PROJECT SERVICES: PA2006 DESTINATION PLAYSPACE**

This Agreement is entered into the 29th, day of May, 2026 (“Effective Date”), by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager; and The Broussard Group, Inc. dba TBG Partners (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.” The Parties severally and collectively agree, and by the execution hereof are bound, to the obligations, performances, and accomplishment of the tasks described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or designee.

**II. TERM**

**2.1** This Agreement shall become effective upon the Effective Date and shall remain in effect until the delivery of the final Work Product as defined in the Scope of Services (Exhibit A). The Agreement may also be terminated as provided for in this Agreement.

**2.2** This Agreement is subject to City’s appropriation of funds within the budget year for which they are paid. Any payment made by City to Consultant must be made solely from the annual budgeting and appropriations of City. Should City not appropriate funds in any fiscal year for the purposes of this Agreement, City will have the right to terminate this Agreement, to be effective at the end of City’s then existing fiscal year (September 30). City shall provide notice of its decision to Consultant on or before August 1 of any year.

**III. SCOPE OF SERVICES**

**3.1** Consultant agrees to provide the services described in this Article III in exchange for the compensation described in Article IV. “Scope of Services” are detailed in **Exhibit A**, which is incorporated by reference. All work performed by

Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding, and conclusive on the Parties. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII, in whole or in part, should Consultant's work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, should City elect not to terminate. Consultant shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of Consultant's obligations under this Agreement, collectively referred to herein as "Services." City may, at any time, stop Consultant from performing the Services upon giving Consultant written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail. Consultant shall diligently pursue completion of its Services, provide City with periodic updates as to its review of each assignment, and promptly inform City of any anticipated delay.

**3.2** Consultant shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Services. Consultant shall provide sufficient personnel to accomplish the Services in a timely manner. Consultant shall manage the Services and coordinate other professional services as necessary for the complete performance of Consultant's obligations under this Agreement. Consultant shall periodically report the status of the Services to City as appropriate to keep City informed as to the status of the work.

**3.3** Consultant shall perform the Services in compliance with all applicable federal, state, and municipal laws and any other entity having jurisdiction over the Services. In addition, Consultant shall perform the Services in a manner consistent with generally accepted standards for its profession.

**3.4** Plans, drawings, specifications, and/or other reports produced by Consultant (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. Consultant shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to City and notify City of same.

**3.5** Consultant shall designate a representative primarily responsible for its performance of the Services and provide the name of this person to City. The designated representative shall act on behalf of Consultant with respect to all phases of the Services and shall be available as required for the benefit of the City. Consultant shall not change the designated representative without prior written approval of City, which approval may not be unreasonably withheld.

## IV. COMPENSATION TO CONSULTANT

**4.1** In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, City shall pay Consultant an amount not to exceed three hundred and seventy-five thousand, five hundred and eleven dollars (\$375,511.00) as total compensation, to be paid to Consultant as further detailed in **Exhibit B**.

**4.2** No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1. Total payments to Consultant cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by City.

**4.3** Final acceptance of work products and Services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and Services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any Services.

## V. OWNERSHIP OF DOCUMENTS

**5.1** Consultant shall submit all Design Documents to City for approval. All Design Documents must be professionally sealed as required by law or by City.

**5.2** Consultant shall deliver the Design Documents, together with any necessary supporting documents, to City, and City has unlimited rights, for the benefit of City, in all Design Documents, including the right to use same on any other work of City without additional cost to City. The City's use of the Design Documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

**5.3** Consultant grants City a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents that Consultant may cover by copyright and to all designs as to which Consultant may assert any rights or establish any claim under the design patent or copyright laws. This license includes City's right to use and reproduce the Design Documents as necessary. Further, Consultant acknowledges that City is subject to Chapter 552, Texas Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the City from any claims against City for providing copies of the Design Documents in compliance with that Act.

## **VI. RECORDS RETENTION**

**6.1** Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the Services, and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

**6.2** Consultant shall retain all documents produced because of the Services for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the Services, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

**6.3** Consultant shall immediately notify City in the event Consultant receives any requests for information from a third party, which pertain to the Design Documents. Consultant understands and agrees that City will process and handle all such requests.

## **VII. TERMINATION**

**7.1** For purposes of this Agreement, “termination” of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II, or earlier termination pursuant to any of the provisions hereof.

**7.2** City or Consultant may suspend or terminate this Agreement for cause or without cause at any time upon 15 days’ written notice to the other Party. Notice shall be provided in accordance with Article VIII. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement. In the event suspension or termination is without cause, City’s payment to Consultant, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. In addition, City’s payment is subject to the Consultant’s delivery of all documents and reports reasonably required by City, to include Design Documents, invoices, statements, and accounts.

**7.3** Should City require a modification to this Agreement, and in the event City and Consultant fail to agree upon such modification, either City or Consultant have the option of terminating this Agreement. Thereafter, City shall pay Consultant in accordance with this Agreement for the Services mutually agreed upon by City and Consultant to be properly performed by the Consultant prior to such termination date.

**7.4** Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 15 days after receipt of the written notice, in accordance with Article VIII, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

**7.5** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

**7.6** Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the Services or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Any record transfer shall be completed within thirty (30) days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

**7.7** Within forty-five (45) days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for Services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all rights or claims to collect monies that Consultant may rightfully be otherwise entitled to for the Services performed pursuant to this Agreement.

7.8 In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

### VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or 3 days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (e.g., Federal Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville  
Attn: Jeff Achée  
Assistant Director of Parks and Recreation  
P.O. Box 589  
Pflugerville, Texas 78691

~~If intended for Consultant, to: \_\_\_\_\_ (name)  
\_\_\_\_\_ (title)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city/state)~~

### IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Pflugerville Destination Playspace" ("Project Name") in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title, and phone number, and mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal

hereof and to modify insurance coverages and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

**9.3** A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amounts listed below:

### **Insurance Requirements**

Consultant performing work on the City’s property or its public right-of-way shall provide the City with a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City with evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy. All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days’ notice of cancellation or material change in coverage
Products/ Completed Operations	Or 2,000,000 combined single coverage limit	
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		

Business Auto Liability	1,000,000 single limit	combined	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident		City to be provided a waiver of subrogation
Professional Liability	1,000,000		

Questions regarding insurance requirements should be directed to the City's Purchasing Division [(512) 990-6100]. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

**9.4** The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville  
Capital Improvement Program  
P.O. Box 589  
Pflugerville, Texas 78691-0589

**9.5** Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a. Name the City, its officers, officials, employees, and agents as additional insured by endorsement under terms satisfactory to the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;
- c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City;

- d. Provide thirty (30) days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) days advance notice for nonpayment of premium.

**9.6** Within five (5) days of a suspension, cancellation, or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

**9.7** In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

**9.8** Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

**9.9** It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

**9.10** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

**9.11** Consultant and any of its subcontractors are responsible for all damage to their own equipment and/or property.

## **X. INDEMNIFICATION**

**10.1 CONSULTANT COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, OR LIABILITY FOR DAMAGES CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY**

**INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. SUCH ACTS MAY INCLUDE PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR THE PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY ANY APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS.**

**10.2** The provisions of this indemnity are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

**10.3** Consultant covenants and agrees to hold a **DUTY TO DEFEND** the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the City, the City's agent, the City's employee or other entity, excluding the Consultant or the Consultant's agent, employee or sub-consultant, over which the City exercises control. Consultant is required under this provision and fully satisfies this provision by naming the City and those representatives listed above as additional insured under the Consultant's general liability insurance policy and providing any defense provided by the policy upon demand by City.

**10.4** Consultant is required to perform Services to the City under the standard of care provided for in Section 271.904(d)(1-2), Texas Local Government Code.

**10.5** In any and all claims against any Party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

**10.6** City agrees that the Consultant is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third-party governmental agency to act in timely manner not caused or contributed to by Consultant.

## **XI. ASSIGNMENT AND SUBCONTRACTING**

**11.1** Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees, or its subcontractors shall perform all necessary work.

**11.2** It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: per attached Exhibit A. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

**11.3** Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

**11.4** Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer, or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Manager. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the Services in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

**11.5** Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services and that the Consultant has no authority to bind the City.

## **XIII. CONFLICT OF INTEREST**

**13.1** Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

**13.2** Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

**13.3** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295 and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

#### **XIV. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

#### **XV. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XVI. LICENSES/CERTIFICATIONS**

Consultant warrants and certifies that Consultant and any other person designated to provide Services hereunder has the requisite training, license and/or certification to provide the Services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the Services provided herein.

## **XVII. COMPLIANCE**

Consultant shall provide and perform all Services in compliance with all applicable federal, state, and local laws.

## **XVIII. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XIX. LAW APPLICABLE**

**19.1** This Agreement shall be construed in accordance with the laws of the State of Texas.

**19.2** Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

## **XX. LEGAL AUTHORITY**

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he or she has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

## **XXI. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

**Exhibit A** - Scope of Services

**Exhibit B** – Compensation Schedule

## XXIV. ENTIRE AGREEMENT

This Agreement and its exhibits, if any, constitute the final and entire agreement between the Parties and contain all terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

**25.1 Representations and Warranties by Consultant.** If Consultant is a corporation, partnership, or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

**25.2 Franchise Tax Certification.** A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**25.3 Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, *City of Pflugerville Code of*

*Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**25.5 Texas Family Code Child Support Certification.** Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**25.6 Prohibition on Contracts with Companies that Boycott Israel.** Where this provision is applicable, Consultant verifies the following per Section 2271.002, Texas Government Code:

- a. Consultant does not boycott Israel; and
- b. Consultant will not boycott Israel during the term of the Agreement.

**25.7 Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization.** Consultant verifies that Consultant is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

**25.8 Prohibition on Contracts with Companies Boycotting Energy Companies.** Where applicable, Consultant verifies the following per Section 2276.002, Texas Government Code:

- a. Vendor does not boycott energy companies; and
- b. Vendor will not boycott energy companies during the term of the Agreement.

**25.9 Written Verification as to Firearm Entities.** Where applicable, Consultant verifies the following per Section 2274.002, Texas Government Code:

- a. Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Consultant will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

**25.10 Prohibition on Contracts with Companies Related to Certain Countries.** Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, Consultant verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled

by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

**25.11 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Section 2252.908, Texas Government Code and the rules promulgated thereunder by the TEC. Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid, or may be submitted separately, but must be provided to the City prior to the award of the Agreement. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any offeror with respect to the proper completion of the TEC Form 1295.

**25.12 Notice of Cybersecurity Incident.** Consultant shall promptly notify City in writing, but in no event later than 48 hours, after discovering any actual or suspected cybersecurity incident, data breach, or unauthorized access that may compromise the confidentiality, integrity, or availability of City’s private, confidential, or sensitive information. The notice shall include, to the extent known at the time: (a) a summary of the nature and scope of the incident; (b) the types of data affected; (c) any remedial actions taken or planned; and (d) any recommendations for City to mitigate potential harm. Consultant shall cooperate fully with City in investigating and responding to such incidents, including providing reasonable assistance in complying with any legal or regulatory obligations arising from the breach.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**  
*The Broussard Group, Inc. dba TBG  
Partners*



\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name: Sereniah Breland

Printed Name: Adam Shriver

Title: City Manager

Title: Principal

Date: \_\_\_\_\_

Date: 5/29/26

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael C. Hayes, City Attorney