

AGREEMENT
FOR CONSULTING SERVICES STATE
OF TEXAS
COUNTY OF TRAVIS

This Agreement is entered into by the City of Pflugerville, a Texas Municipal Corporation ("City"), acting by and through its City Manager, and Kenneth Theis ("Contractor"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter 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.

"Contractor" is defined in the preamble of this Agreement.

"City Manager" shall mean the City Manager and/or her designee.

II. TERM

2.1 The term of this Agreement shall commence on July 14, 2025 and terminate upon written notice by the City Manager or designee in accordance with Section VII. Termination.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period which is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Subject to the direction and supervision of the City Manager or her designee, Contractor agrees to provide the following services in exchange for the compensation described in Article IV. Compensation. Scope of Services are as follows:

- Work with assigned divisions of the Police Department
 - Develop Relationships with the Leadership of those divisions
 - Observe operations and look for operational issues to resolve
 - Promote Communications with Division Leadership/Supervisors
 - Spend approximately half of the working time present in the division operations
 - Build an understanding of the Organization Values and Initiatives with divisions
- Keep Command Staff informed of issues that need resolution
- Develop understanding and gain consensus from Command Staff to address issues that involve policy modifications or additional resources
- Attend City Council Meetings and City Events at the direction of the Police Chief
- Support the Leadership of the City of Pflugerville

All work performed by Contractor in accordance with this agreement shall be performed to the

satisfaction of the City Manager or designee. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, at the will of the City Manager.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Contractor an hourly rate of \$120.00.

4.2 Contractor will work a minimum of twenty-four (24) hours per week, unless otherwise approved in writing by the City Manager or designee.

4.3 This is not a permanent employee contract and shall not be construed as such. Contractor shall submit hours worked on a bi-weekly basis to the City Manager or designee, and the City shall remit payment to Contractor as part of the City's normal bi-weekly accounts payable process.

4.4 The City may reimburse Contractor for any expenses incurred in the performance of the Contractor's duties within this agreement including meals and other incidentals for any work that requires overnight stay with prior authorization from the City Manager.

4.5 The City will arrange for housing for the Contractor for the duration of this agreement.

4.6 Contractor shall not be entitled to any benefits or other compensation.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 Contractor shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), 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 Contractor shall retain any and all documents produced as a result of services provided hereunder 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 provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 *Termination Without Cause.* Pursuant to Section 4.06 of the City Charter, Contractor shall serve at the will of the City Manager and this Agreement may be terminated at any time upon written notice from the City Manager or designee, which notice shall be provided in accordance with Article VIII. Notice.

7.2 Regardless of how this Agreement is terminated, Contractor 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 rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.3 Contractor shall be entitled to payment for services which were performed to the satisfaction of the City Manager prior to termination. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor 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 Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect monies that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.4 Upon termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor and shall promptly remit all City property to the People and Culture Department.

7.5 *Termination not sole remedy.* 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 three (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 (such as Federal Express or DHL Worldwide 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:
Sereniah Breland City
Manager

100 E Main Street Pflugerville,
Texas 78660

If intended for Contractor, to:

Kenneth Theis
23443 Millbrook Dr.
New Caney, Texas
77357

IX. INDEMNIFICATION

9.1 CONTRACTOR 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 GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL TORT committed by

CONTRACTOR. 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 CONTRACTOR'S activities under this Agreement, for any GROSSLY NEGLIGENT, OR WILFUL OR INTENTIONAL acts or omissions of CONTRACTOR. 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 with 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.

9.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT.

X. CONFLICT OF INTEREST

10.1 Contractor acknowledges that he 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; their parent, child or spouse; a business entity in which the officer or employee, or their 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.

10.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that any company with which Contractor is affiliated, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it will comply with the City's Ethics Code.

10.3 Certificate of Interested Parties (TEC Form 1295). 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.

XI. 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 subject to approval by the City Council, as evidenced by passage of an ordinance.

XII. 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.

XII. LICENSES/CERTIFICATIONS

Contractor warrants and certifies that Contractor has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIV. COMPLIANCE

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XV. LAW APPLICABLE

15.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

15.2 Venue for 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.

XVI. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he 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.

XVII. PARTIES BOUND

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

XVIII. 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.

XIX. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the 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 hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments

XX. MISCELLANEOUS CITY CODE PROVISIONS

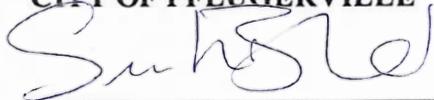
20.1 **Eligibility Certification.** Contractor certifies that he is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

20.2 **Payment of Debt or Delinquency to the State of Political Subdivision of the State.** Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor 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.

20.3 **Texas Family Code Child Support Certification.** Contractor certifies that he is 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.

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

CITY OF PFLUGERVILLE



Printed Name: Sereniah Breland

Title: City Manager

Date: 07/11/2025

NAME



Ken Theis (Jul 10, 2025 10:36 CDT)

Printed Name: Kenneth Theis

Title: Contractor

Date: 07/10/25

APPROVED AS TO FORM:



Charles E. Zech
City Attorney

Ken Theis Agreement for Consulting Services

Final Audit Report

2025-07-10

Created:	2025-07-08
By:	Walker Allee (WalkerA@pflugervilletx.gov)
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Transaction ID:	CBJCHBCAABAA_hGA7t615ht320XH5QKc06PBCQS7ubXe

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 Document e-signed by Ken Theis (hpd112@aol.com)
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 Agreement completed.
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