

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BB
INSPECTIONS LLC FOR BUILDING INSPECTION SERVICES**

WHEREAS, BB Inspections LLC agrees to provide Building Inspection services to the City;

WHEREAS, The City of Leon Valley is agreeing to a Five-Year Agreement with BB Inspections LLC; and

WHEREAS, said agreement is attached as Exhibit A

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
LEON VALLEY, TEXAS:**

SECTION 1. The execution of an agreement with BB Inspections LLC is hereby authorized.

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific accounts as necessary to carry out the purpose of this Ordinance.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

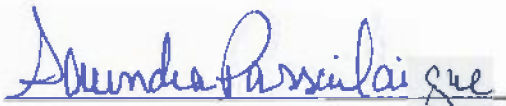
SECTION 4. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

SECTION 5. This Ordinance shall become effective on and after its passage, approval and publication as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley
this the 18th day of August, 2026.

APPROVED


CHRIS RILEY
MAYOR

Attest: 
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form:


ART RODRIGUEZ
City Attorney



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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

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This Professional Services Agreement (the “Agreement”) between the City of Leon Valley, Texas, a Texas municipal corporation (hereinafter referred to as “City”), and BB Inspection Services, LLC, a Texas limited liability corporation (hereinafter called “Contractor”), sometimes collectively referred to herein as the “Parties,” is for the purpose of procuring inspection services for the City.

RECITALS

WHEREAS, it is necessary that the City procure inspection services to perform the functions and duties specified in the applicable sections of City ordinances; and

WHEREAS, City desires to engage Contractor as the City's Building Inspector; and

WHEREAS, Contractor is an independent contractor and shall perform the services described herein on a contract basis and not as an employee; and

WHEREAS, Contractor shall conduct inspections on an “as needed” basis for the City;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I

RESPONSIBILITIES

1.1 Contractor's Responsibilities

(a) Contractor hereby agrees and acknowledges that it shall perform all City building inspections in compliance with the City's Code of Ordinances and any and all applicable state and federal laws.

(b) Contractor hereby agrees and acknowledges that City will not furnish the Contractor with a vehicle, tools, or an office, nor any employee benefits whatsoever to the Contractor, including retirement and health insurance.

(c) Contractor understands and agrees that inspections shall be performed within twenty-four (24) hours of notice from the City to perform such inspections.

(d) Contractor shall promptly prepare a report of an inspection performed by Contractor and shall furnish such report to City within twenty-four hours of the time the inspection was performed.

(e) Contractor and its employees and designees shall conduct themselves in a professional manner when performing services for the City so as to protect the image and goodwill of the City when dealing with others and contractors.

(f) Contractor shall provide inspection services between the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise requested by the City. Fees for said service shall be in compliance with Subsection 1.3(a) below

(g) Contractor shall provide its own transportation to conduct inspections.

(h) Contractor shall be responsible for maintaining dues, fees, and professional qualifications and associations.

(i) Contractor shall devote as much productive time, energy, and ability to the performance of Contractor's duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.

(j) Communicate with the City about progress the Contractor has made in performing the Services.

(k) Contractor shall complete requested inspections within one business day, plan reviews within five business days unless otherwise agreed, and emergency inspections as soon as reasonably practicable.

(l) Contractor shall ensure that all its employees and designees operating under this agreement maintain the proper state licenses, registrations, and certificates and maintain all certifications and registrations required by the State of Texas throughout the term of this Agreement and shall immediately notify the City of any suspension, expiration, or disciplinary action affecting such credentials.

1.2 Confidential Information

(a) Contractor will perform services for City which may require City to disclose confidential and proprietary information to Contractor or which may require City to grant authorization to Contractor to make or enter financial and legal transactions on behalf of the City. 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, products, projects, drawings, plans, processes or other data of City. For financial and legal transactions, Contractor shall obtain authorization from the City prior to entering into such transactions. Contractor further 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 work specified under Section 1.1 and 1.2.

C. That upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment, or material received from City, created by or originating from his activities for City.

D. City shall have the sole right to determine the treatment of any information that is part or project described under Section 1.1 and 1.2, including the right to keep information confidential and proprietary.

1.3 City's Responsibilities

(a) The City agrees to pay Contractor for services rendered pursuant hereto the following:

Residential Building Inspection	\$60.00
Commercial Building Inspection	\$60.00
Residential Plan Review	\$60.00
Commercial Plan Review (Per Hour)	\$95.00
Court Appearance (Per Hour)	\$95.00
Emergency Inspections	\$150.00
After Hours Inspection	\$150.00

(b) As compensation for services under this Agreement, the Contractor shall be paid the above fees as services are rendered on a monthly basis. 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.

(c) 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.

(d) Emergency Inspections. For purposes of this Agreement, an "Emergency Inspection" means an inspection involving an immediate threat to public health, life, safety, or property, or another extraordinary circumstance requiring inspection services outside of normal business hours as determined by the City. An Emergency Inspection shall not include an inspection requested solely for the convenience, scheduling needs, construction schedule, or financial benefit of a contractor, developer, property owner, or other third party. Each emergency inspection will be at a fee of \$150.00. Emergency Inspections may only be authorized by the City Manager, Director of Planning and Zoning, or their designee. A contractor, developer, property owner, or other third party shall have no authority to independently request or authorize an Emergency Inspection directly from the Contractor. The Contractor shall physically respond to and be present at the inspection site for all Emergency Inspections unless the City expressly authorizes otherwise. The Contractor shall respond and arrive on site within **48 hours** of notification by an authorized City representative, unless circumstances beyond the Contractor's reasonable control prevent such response.

(e) After-Hours Inspections. An inspection requested outside the City's normal business hours that does not meet the definition of an Emergency Inspection may be performed only with prior authorization from the City Manager, Director of Planning and Zoning, or their designee and subject to Contractor availability. After-hours inspection services are not guaranteed and shall not be required

solely to accommodate a contractor's or developer's construction schedule. Any applicable after-hours fee must be approved by the City prior to the inspection.

1.4. Conflicts of Interest/Independence.

(a) Contractor represents and warrants that neither Contractor nor any inspector, officer, member, employee, or subconsultant of Contractor performing services under this Agreement has any direct or indirect financial interest in, ownership of, or prior or existing business, contractual, or employment relationship with any property, project, permit applicant, contractor, developer, or property owner that is or will be the subject of an inspection or plan review performed under this Agreement, except as may be disclosed in writing to and approved by the City in advance.

(b) Before performing any inspection or plan review, Contractor shall disclose to the City's Director of Planning and Zoning or designee any actual, potential, or apparent conflict of interest, including any financial, family, business, or prior professional relationship with a party connected to the property or project to be inspected.

(c) Where a conflict is disclosed under this Section, or where the City otherwise reasonably determines that a conflict exists, the City may require that a different qualified inspector be assigned to perform the inspection or plan review, and Contractor shall promptly reassign such work accordingly. Contractor's failure to disclose a known conflict of interest under this Section shall constitute an Event of Default under Section 6.17.

(d) Contractor shall not accept any gift, gratuity, discount, or other thing of value from any applicant, contractor, developer, or property owner whose project is subject to inspection or plan review under this Agreement.

1.5. Ownership of Work Product.

(a) All inspection reports, plan review comments, field notes, checklists, correspondence, and other documents or data prepared or generated by Contractor in the performance of services under this Agreement (collectively, "Work Product") shall be the sole and exclusive property of the City upon creation, whether in paper, electronic, or other format.

(b) Contractor hereby assigns, transfers, and conveys to City all right, title, and interest, including any copyright, in and to the Work Product. Contractor retains no right to use, publish, or disclose the Work Product except as necessary to perform its obligations under this Agreement, defend itself in connection with services performed hereunder, or as required by law.

(c) Contractor acknowledges that Work Product constitutes public information subject to the Texas Public Information Act, Tex. Gov't Code Ch. 552, and agrees to reasonably cooperate with the City, at no additional cost to the City for Contractor's cooperation in responding to a public information request, including by providing responsive Work Product to the City within three (3) business days of request.

(d) This Section survives termination or expiration of this Agreement.

ARTICLE II TERM

The term of this Agreement shall be five (5) years commencing on the date this Agreement is signed by all parties and terminating in year five from the date signed by all parties.

ARTICLE III TERMINATION

3.1 Termination With or Without Cause

(a) Notwithstanding anything in this Agreement to the contrary, City may terminate this Agreement for any reason subject to Section 3.2.

(b) Notwithstanding anything in this Agreement to the contrary, Contractor may terminate this Agreement for any reason subject to Section 3.2.

3.2 This Agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party

ARTICLE IV INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF CONTRACTOR, AND ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY NOTIFY CITY, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST TO THE EXTENT REQUIRED BY THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY, FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

THE CONTRACTOR SHALL ALSO INDEMNIFY CITY AND ITS RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF THE CONTRACTOR'S ACTIONS RELATED TO INSPECTION, PLAN REVIEW SERVICES, AND ALL OTHER OBLIGATIONS PURSUANT TO THIS AGREEMENT.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY PERMITTED BYLAW.

ARTICLE V INSURANCE

5.1 The Contractor shall maintain, at its own cost and expense, such usual, customary, and appropriate insurance including workers' compensation insurance protecting Contractor and City from all claims for damages to persons and to property which may arise from any operations under this Agreement, or any of its amendments. All policies, including workers' compensation, shall include a blanket waiver of subrogation as to the City. All policies other than workers compensation shall also name the City as an additional insured.

5.2 The failure of the Contractor at any time to provide the insurance required by Section 5.1 shall be considered a material breach of this Agreement for which the City shall be entitled to damages, including termination of the Agreement for uncured violations.

Commercial General Liability	Each Occurrence	\$2,000,000
	Damage to rented Premises	\$1,000,000
	Personal & Adv Injury	\$2,000,000
	General Aggregate	\$4,000,000
	Errors and Omissions	\$1,000,000

Commercial Automobile	Minimum Single Limit	\$1,000,000
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Per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles used in connection with services performed under this Agreement.

5.3 Certificates and Notice of Cancellations. Prior to commencing any services under this Agreement, Contractor shall furnish to City a Certificate of Insurance evidencing all coverages required under this Article V, together with copies of the additional insured and waiver of subrogation endorsements required under Section 5.1. Contractor shall provide City with renewal or replacement certificates not less than ten (10) days prior to the expiration of any required policy. Contractor shall provide City with written notice at least thirty (30) days prior to any cancellation, non-renewal, or material reduction in coverage of any policy required under this Agreement, except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium.

5.4. Professional Liability/Errors and Omissions Coverage. The Errors and Omissions coverage required under Section 5.1 shall be maintained on an occurrence basis, or if written on a claims-made

basis, shall (a) have a retroactive date no later than the commencement date of this Agreement, and (b) be maintained for not less than two (2) years following termination or expiration of this Agreement, either through continued renewal of the policy or the purchase of an extended reporting period ("tail coverage"), to account for claims arising from inspection or plan review services performed during the term but discovered or asserted after termination.

ARTICLE VI **MISCELLANEOUS**

6.1 Binding Agreement.

The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City and Contractor. The City Manager or its designated agent shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City of Leon Valley, Texas.

6.2 Mutual Assistance.

City and Contractor will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

6.3 Representations and Warranties.

The Parties mutually represent and warrant to each other that they have the requisite authority to enter into this Agreement. The Parties agree to be bound hereby in the manner exclusively provided herein.

6.4 Assignment.

Contractor shall not assign its rights, duties, or obligations under this Agreement without the prior approval of the City whose consent may be withheld for any reason.

6.5 Notice.

Any notice required or permitted to be delivered hereunder shall be deemed delivered by email provided by the contractor below, or actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

IF INTENDED FOR CITY:

City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238
Attn: City Manager

WITH A REQUIRED COPY TO:

City Attorney's Office
4201 W. Parmer Lane
Building C, Suite 150
Austin, Texas 78727
Attn: City Attorney

IF INTENDED FOR CONTRACTOR:

BB Inspection Services, LLC
132 Blazing Mea dow 97
Spdy Branch, TX 78070

Either Party may designate a different address at any time upon written notice to the other party.

6.6 Governing Law.

The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Bexar County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment.

This Agreement may be amended by mutual written agreement of the Parties.

6.8 Legal Construction.

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.9 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

6.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties

that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement.

6.11 Recitals.

The recitals to this Agreement are incorporated herein as findings of fact.

6.12 Paragraph Headings.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.13 Counterparts.

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Exhibits.

Any Exhibits attached hereto are incorporated by reference for all purposes. The attached Exhibit shall be considered part of this Agreement as if copied verbatim herein:

Exhibit No. 1-**CONTRACTOR CERTIFICATIONS REQUIRED BY TEXAS LAW**

Exhibit No. 2-**CONFLICT OF INTEREST QUESTIONNAIRE REQUIREMENT**

6.15 Appropriation.

The Leon Valley City Council ("Council") has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unobligated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

6.16 Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.17 Opportunity for Cure.

Should Contractor default in the performance of this Agreement, same shall be considered an "Event of Default". City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have ten (10) calendar days after receipt of the written notice, in accordance with Section 6.5, to cure such default. If Contractor fails to cure the default within such ten (10) day cure period, City shall have the right, without further notice or adoption of an ordinance or resolution, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement.

EXECUTED the 20 day of August, 2026.

CITY OF LEON VALLEY, a Texas municipal corporation

By: 
Dr. Crystal Caldera
City Manager

APPROVED AS TO FORM:

By: 
Arturo "Art" Rodriguez
City Attorney

BB INSPECTION SERVICES, LLC, a Texas limited liability corporation

BY: 
Bruce C. Bether Jr.

EXHIBIT No. 1

CONTRACTOR CERTIFICATIONS REQUIRED BY TEXAS LAW

This Exhibit is attached to and made a part of that certain Professional Service Agreement (the “Contract”) between the City of Leon Valley, Texas (the “City”), and BB Inspection Services, LLC, a Texas limited liability corporation (“Contractor”). Texas Government Code Title 10, Subtitle F requires that certain governmental contracts contain written verifications from the contracting company regarding boycotts, discriminatory practices, business with sanctioned countries or entities, and, for contracts touching critical infrastructure, foreign ownership or control. Contractor makes the certifications below to the extent indicated as applicable.

Applicability Determination (City to complete before execution)

Chapters 2271, 2274, and 2276 apply only if Contractor employs 10 or more full-time employees AND the Contract has a value of \$100,000 or more, payable wholly or partly from public funds, and Contractor is not a sole-source provider. Chapter 2252, Subchapter F, applies without regard to contract value. Chapter 2275 applies only if the Contract relates to “critical infrastructure” as defined below. Check all that apply.

- ☐ Section 1 – Boycott of Israel (Ch. 2271) applies
- ☐ Section 2 – Iran/Sudan/Foreign Terrorist Organization (Ch. 2252, Subch. F) applies
- ☐ Section 3–Firearm/Ammunition Industry Discrimination (Ch. 2274) applies
- ☐ Section 4 – Boycott of Energy Companies (Ch. 2276) applies
- ☐ Section 5 – Foreign-Owned Companies/ Critical Infrastructure (Ch. 2275) applies

Section 1. Certification Regarding Boycott of Israel

Tex. Gov’t Code Ch.2271 (formerly Ch. 2270; added by H.B. 89, 85th Leg., R.S. (2017))

Contractor certifies that, as of the date of this Contract, Contractor: (a) does not boycott Israel; and (b) will not boycott Israel during the term of this Contract. For purposes of this Section, “boycott Israel” has the meaning assigned by Tex. Gov’t Code§ 808.001.

Section 2. Certification Regarding Iran, Sudan, and Foreign Terrorist Organizations

Tex. Gov’t Code Ch. 2252, Subch. F, §§ 2252.151–.153 (added by S.B. 252, 85th Leg., R.S. (2017))

Contractor certifies that it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Tex. Gov’t Code§ 806.501, § 807.501, or§ 2252.153 as a company known to have contracts with, or provide supplies or services to, a sanctioned foreign organization engaged in business with Iran or Sudan, or as a company identified as engaging in business with a foreign terrorist organization. This certification does not apply to a Contractor that the United States government has affirmatively declared to be excluded from the applicable federal sanctions regime relating to Iran, Sudan, or a foreign terrorist organization.

Section 3. Certification Regarding Discrimination Against Firearm and Ammunition Industries

Tex. Gov't Code Ch. 2274 (added by S.B. 19, 87th Leg., R.S. (2021))

Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this Section, “discriminate,” “firearm entity,” and “firearm trade association” have the meanings assigned by Tex. Gov’t Code § 2274.001.

Section 4. Certification Regarding Boycott of Energy Companies

Tex. Gov't Code Ch. 2276 (added by S.B. 13, 87th Leg., R.S. (2021))

Contractor certifies that it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract. For purposes of this Section, “boycott energy company” has the meaning assigned by Tex. Gov’t Code § 809.001.

Section 5. Certification Regarding Foreign-Owned Companies – Critical Infrastructure

Tex. Gov't Code Ch. 2275 (formerly codified at Ch. 2274; added by S.B. 2116, 87th Leg., R.S. (2021); renumbered by H.B. 4595, 88th Leg., R.S. (2023), eff. Sept. 1, 2023)

This Section applies only if this Contract relates to critical infrastructure in this state. “Critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. Where applicable, Contractor certifies that neither Contractor, nor Contractor’s parent company, nor any wholly owned subsidiary, majority-owned subsidiary, or affiliate of Contractor or its parent company is: (a) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, or Russia, or any other country subsequently designated by the Governor as a threat to critical infrastructure under Tex. Gov’t Code § 2275.0103; or (b) headquartered in any of those countries.

Section 6. General Provisions

6.1 Survival and Continuing Effect. Each certification in this Exhibit is a continuing representation. If any certification ceases to be true at any time during the term of this Contract, Contractor shall notify the City in writing within five (5) business days.

6.2 Material Breach. Contractor’s failure to maintain the truth of any applicable certification in this Exhibit during the term of this Contract constitutes a material breach of the Contract, entitling the City to pursue any remedy available under the Contract or applicable law, including termination.

6.3 Company Defined. For purposes of this Exhibit, “company” has the meaning assigned in the applicable chapter of the Texas Government Code cited above and generally includes a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists to make a profit, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of such entities.

6.4 No Waiver of Statutory Requirement. Nothing in this Exhibit limits, waives, or narrows any obligation imposed on the City or Contractor by Texas Government Code Title 10, Subtitle F, as it may be amended. If a conflict arises between this Exhibit and the applicable statute, the statute controls.

6.5 Severability. If any certification required by this Exhibit is later held inapplicable, unenforceable, or unconstitutional as to this Contract, the remaining certifications remain in full force and effect.

EXECUTED to be effective as of the date of the Contract.

CONTRACTOR:

By: B C B
Name: Bruce C Bextor Jr
Title: Owner
Date: 8/20/2026

EXHIBIT No. 2
CONFLICT OF INTEREST QUESTIONNAIRE REQUIREMENT

(Texas Local Government Code, Chapter 176)

1. Recital

Chapter 176 of the Texas Local Government Code requires a vendor who has, or is considering entering into, a business relationship with a local governmental entity to file a Conflict of Interest Questionnaire ("Form CIQ") with the entity's records administrator if the statutory conditions in Section 176.006(a) are met. The City of Leon Vallet, Texas (the "City") further requires, as a condition of doing business with the City, that every vendor complete and submit Form CIQ regardless of whether the vendor has independently determined that a reportable relationship exists, so that the City's records are complete and current. This Exhibit is attached to and made a part of that certain Professional Service Agreement (the "Contract") between the City and BB Inspection Services, LLC, a Texas limited liability corporation ("Vendor").

2. Form CIQ – State-Promulgated Form

Form CIQ is promulgated by the Texas Ethics Commission ("TEC") pursuant to Section 176.006(e), Local Government Code, and is available without charge at the TEC's website (www.ethics.state.tx.us). Because the TEC periodically revises Form CIQ, Vendor shall use the version of Form CIQ currently in effect at the TEC's website as of the date of execution, and not a superseded version.

3. Vendor Obligations

- 3.1 Condition of Award. As a condition precedent to execution of the Contract, Vendor shall complete, execute, and deliver to the City Secretary a fully completed Form CIQ, regardless of whether Vendor has determined that a relationship described by Section 176.003(a)(2)(A) or (B), Local Government Code, exists. If no reportable relationship exists, Vendor shall complete Form CIQ accordingly (including the required signature and date) rather than leaving the form unexecuted.
- 3.2 Statutory Filing Deadline. Independent of Section 3.1, Vendor acknowledges that Section 176.006(a) and (a-1), Local Government Code, independently obligate Vendor to file a completed Form CIQ with the City's records administrator not later than the seventh business day after the date Vendor becomes aware of facts requiring the statement to be filed.
- 3.3 Continuing Obligation to Update. If any event occurs during the term of the Contract that renders a previously filed Form CIQ incomplete or inaccurate, Vendor shall file an updated Form CIQ with the City's records administrator not later than the seventh business day after the date Vendor becomes aware of the event, as required by Section 176.006(a-1), Local Government Code.
- 3.4 Accuracy. Vendor represents that all information provided in any Form CIQ submitted in connection with the Contract is true, complete, and correct as of the date of submission.
- 3.5 Related Officer Disclosure Statement. Vendor acknowledges that Chapter 176 separately requires local government officers of the City to file a Conflicts Disclosure Statement (Form CIS) in certain circumstances, and that Form CIS is filed by City officers, not by Vendor.

4. Consequences of Noncompliance

- 4.1 Material Breach. Vendor's failure to timely file, or knowing filing of a materially false, Form CIQ as required by this Exhibit or by Chapter 176, Local Government Code, constitutes a material breach of the Contract.
- 4.2 Discretionary Voidability. Vendor acknowledges that, under Section 176.013(e), Local Government Code, the City's governing body may, at its discretion, declare the Contract void if it determines that Vendor failed to file a Form CIQ required by Section 176.006.
- 4.3 Criminal Penalty. Vendor acknowledges that a vendor who knowingly fails to timely file, or timely update, a required Form CIQ commits an offense under Section 176.013, Local Government Code, punishable as: (a) a Class C misdemeanor if the contract amount is less than \$1,000,000 or there is no stated contract amount; (b) a Class B misdemeanor if the contract amount is at least \$1,000,000 but less than \$5,000,000; or (c) a Class A misdemeanor if the contract amount is at least \$5,000,000. It is a statutory exception to this offense that Vendor files the required questionnaire not later than the seventh business day after the date Vendor receives notice from the City of an alleged violation.
- 4.4 No Duty to Police. Vendor acknowledges that responsibility for timely and accurate filing of any required Form CIQ under Chapter 176, Local Government Code, rests solely with Vendor. Vendor further acknowledges that the City has no obligation to monitor, track, or ensure Vendor's compliance with such filing requirements, and that noncompliance may result in the consequences set forth in Chapter 176, including but not limited to the City's discretion to void the contract under Section 176.007(e).

5. Survival

The obligations in this Exhibit survive execution of the Contract and continue throughout its term, including any renewals or extensions, and apply to each new Form CIQ triggered by facts arising during that period.

6. Vendor Acknowledgment and Execution

By signing below, Vendor acknowledges that it has read this Exhibit and Chapter 176 of the Local Government Code, agrees to the obligations set out above, and confirms that a completed Form CIQ is being submitted concurrently with this Contract.

VENDOR:

By: BCE
Name: Bruce C Beator Jr.
Title: Owner
Date: 8/20/2026