

City of Forney, Texas
Professional Services Agreement – Racial Profiling Consulting Services

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This Contract for Professional Services (“Agreement”) is made and entered into this the _____ day of _____, 2021, by and between the City of Forney, a Texas home-rule municipal corporation located in Kaufman County, Texas (“City”) and Del Carmen Consulting, LLC (“Consultant”), for consulting services related to racial profiling data and reporting for the City of Forney, Texas (“Project”).

WHEREAS, the City desires to engage the Consultant to provide professional consulting and related services (“Services”) in connection with the Project; and

WHEREAS, the Consultant desires to render these Services as described in Section I, Scope of Services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

The Consultant will provide Services for the Project, which consist of the Scope of Services as outlined below:

1. Completion of an annual racial profiling report (due March 1 of each year).
2. Conduct four quarterly audits (performed remotely to ensure and certify that the racial profiling data is accurate, as required by the Sandra Bland Act).
3. Conduct a search analysis (compares contraband hit ratio with national statistics), as required by the Sandra Bland Act.
4. Provide ongoing consulting during the term of the Agreement.

SECTION II. COMPENSATION

Compensation for the Consultant’s services under this Agreement shall be on an annual basis in the amount of Seven Thousand Eight-Hundred and Fifty Dollars (\$7,850.00) per year. Consultant shall provide an annual invoice to the City on or after October 1 of each year. The annual fee shall be made payable to Consultant by the City within 30 days of receipt of the invoice.

SECTION III. PERIOD OF SERVICE/TERM

Upon receipt of written authorization to proceed, the Consultant shall perform the services described in Exhibit A within a reasonable period of time.

This Agreement shall be for a term of one year. It shall automatically renew on an annual basis unless either the City or Consultant shall provide notice of non-renewal within 90 days prior to end of the then current annual period.

Unless otherwise stated in this Agreement, the rates of compensation for the Consultant's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates for the completion of the Consultant's services are exceeded through no fault of the Consultant, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of the Consultant's compensation shall be equitably adjusted.

SECTION IV. MISCELLANEOUS

Entire Agreement. This Agreement constitutes the entire agreement between the City and the Consultant. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Consultant:
Del Carmen Consulting, LLC
Attn: Dr. Alex del Carmen
3122 Westwood Drive
Arlington, TX 76012

City:
City of Forney
Attn: Chief of Police
P.O. Box 826
Forney, Texas 75126

Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

No Assignment. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

Choice of Law and Venue. This Agreement is performed and performable in Kaufman County, Texas, and is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this _____ day of _____, 2021.

CITY OF FORNEY

Anthony Carson, City Manager

ATTEST:

Dorothy Brooks, City Secretary

DEL CARMEN CONSULTING, LLC

Dr. Alex del Carmen