

Del Carmen Consulting, LLC

This Agreement (the "Agreement") is entered into this 3rd day of January 2023 by and between Del Carmen Consulting, LLC, 3051 Trevino, Grand Prairie, Texas 75054 (the "CONSULTANT") and the City of Stephenville, Texas (the "CITY").

WHEREAS, CITY wishes to engage CONSULTANT to provide certain services in connection with the evaluation of racial profiling data collected by the Stephenville Police Department (hereinafter referred to as SPD); **NOW THEREFORE:**

I. TERM

- 1.1 Unless sooner terminated in accordance with the provisions of this agreement, the term of this contract shall commence on October 1, 2023 and shall automatically renew each fiscal year until 2031.

II. PERFORMANCE

- 2.1 CONSULTANT, in accordance and compliance with the terms, provisions, and requirements of this contract, shall manage, perform, and provide all of the services and produce all of the reports as set forth in article III of this contract.
- 2.2 CITY agrees to provide to CONSULTANT, upon the *Data Delivery Dates* specified in Article 3.6 below, the necessary racial profiling data to be evaluated by CONSULTANT. CITY shall provide the data to CONSULTANT in a quantifiable manner in an excel spreadsheet.
- 2.3 Modifications to the schedule set forth in article III may be made pursuant to the prior written approval of CITY.

III. STATEMENT OF WORK

- 3.1 CONSULTANT agrees to conduct audits, a search analysis, draft the annual racial profiling report and perform a statistical analysis of the annual racial profiling data collected by Stephenville Police Department. Such audits and statistical analyses shall be done in accordance with:
 - 3.1.1 the requirements of Texas Senate Bill 1074 and HB 3389.
 - 3.1.2 Accepted professional standards for testing the validity of statistical data.
- 3.2 On the Completion Date for each Audit specified in Section 3.6, CONSULTANT shall provide a written letter to Stephenville Police Department outlining the data audit findings and recommendations regarding data acquisition mechanisms.

3.3 On the Completion Date of the Annual Racial Profiling Report and search analysis, CONSULTANT shall provide a comprehensive statistical analysis including appropriate tables, graphs and citations to referenced materials.

3.4 An original of all audit and annual reports shall be delivered to:

The Stephenville Police Department
Attn: Chief Dan M. Harris Jr.
Stephenville Police Department
356 N. Belknap
Stephenville, Texas 76401

3.5 Audits shall be performed as follows:

Service	Delivery Date
Audit 1	By December 31 of each contract year
Audit 2	By March 15 of each contract year
Audit 3	By June 15 of each contract year
Audit 4	By September 15 of each contract year
Search Analysis	By September 15 of each contract year
Racial Profiling Report	By March 1 of each contract year

IV. COMPENSATION AND CONTRACT BILLING

4.1 CITY agrees to pay CONSULTANT a flat fee of Thirteen Thousand Eight Hundred and Fifty Dollars (\$13,850.00) as total compensation to be billed on October 1st of each contract year and paid with 30 days of the billing date.

4.2 CITY shall not be obligated or liable under this contract to any party, other than CONSULTANT, for payment of any monies or provision of any goods or services.

4.3 This amount includes expected expenditures for personnel, equipment, software/hardware, mileage, and document production. This rate is an expected expenditure and is not a flat rate. Further consideration may be required in order for CONSULTANT to fulfill the agreement. CONSULTANT will notify the CITY in writing of the additional expenses and a written amendment will be executed, upon written agreement of both parties. Consultant understands and agrees that any expenditures beyond \$13,850.00 will be approved in writing prior to incurring the expense.

V. LICENSES AND CERTIFICATIONS

- 5.1 All licenses, legal certifications, or inspections (if any) required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by CONSULTANT. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

VI. RECORDS

- 6.1 CONSULTANT shall properly, accurately, and completely maintain all books, documents, papers, accounting, or records pertaining to, or generated as a result of; this contract and shall make such materials available at CONSULTANT office at all reasonable times, and as often as CITY may deem necessary, until this contract has been terminated and for four years thereafter for the purpose of accounting or audit inspections by CITY and/or any authorized representative of CITY to audit, examine, and make excerpts and/or copies of same. All costs of audits, examinations, inspections, or copies as related to this paragraph are to be borne by CITY.

VII. CONFIDENTIALITY

- 7.1 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information relating to CITY in accordance with the applicable federal, state and local laws. This provision shall not be construed as limiting CITY's right of access pursuant to articles VI and IX.

VIII. TERMINATION

- 8.1 CITY may terminate this contract in accordance with this article, in whole or in part, whenever such termination is in the best interest of CITY.
- 8.2 In addition to any other provision of this contract, CITY may terminate this contract for the following reasons:
- (A) neglect or failure of CONSULTANT to perform or observe any of the terms, conditions, covenants, or guarantees of this contract or of any amendment to this contract; or
 - (B) violation by CONSULTANT of any rule, regulation, or law to which CONSULTANT is bound or shall be bound under the terms of this contract.
- 8.3 Upon a decision to terminate by CITY written notice of said termination shall be immediately provided to CONSULTANT specifying the effective date of termination.
- 8.4 Upon termination, any and all writings, documents, or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this contract shall, if requested or agreed to by CITY, be delivered by CONSULTANT to CITY in a timely manner.

- 8.5 Within thirty days of the effective date of termination (unless an extension is authorized in writing by CITY), CONSULTANT shall submit to CITY its claim in detail for the monies owed by CITY for services performed under this contract through the effective date of termination. Upon agreement of both parties of the services rendered; CITY shall then pay all monies owed to CONSULTANT within 15 days.

IX. RIGHTS TO CONTRACTUAL MATERIAL

- 9.1 Any and all writings, documents, or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this contract are the exclusive property of CITY; no such writing, document, or information shall be the subject of any copyright or proprietary claim by CONSULTANT.
- 9.2 CONSULTANT 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, for any legal purpose.

X. INDEPENDENT CONTRACTOR

- 10.1 It is expressly understood and agreed by both parties hereto that CITY is contracting with CONSULTANT as an independent contractor.
- 10.2 The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.
- 10.3 Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor and not an employee of the CITY. It is understood that the CITY will not withhold any amounts for payment of taxes from the compensation of CONSULTANT hereunder. CONSULTANT will not represent to be or hold itself out as an employee of the CITY and CONSULTANT acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CITY's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be CONSULTANT's sole responsibility and CONSULTANT shall indemnify and hold CITY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

XI. SUBCONTRACTING

- 11.1 Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be subcontracted without the prior written approval of CITY. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this contract. Compliance by subcontractors with this contract shall be the responsibility of CONSULTANT.
- 11.2 Despite CITY approval of a subcontract, CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of contract execution or extending beyond the termination of this contract.

XII. CHANGES AND AMENDMENTS

- 12.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONSULTANT.
- 12.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

XIII. ENTIRE AGREEMENT

- 13.1 This contract and its exhibits 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 contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

XIV. NOTICES

- 14.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

Chief Dan. M. Harris Jr.
Stephenville Police
Department 356 N. Belknap
Stephenville, Texas 76401

CONSULTANT

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC.
3051 Trevino
Grand Prairie, Texas 75054

XV. LAW APPLICABLE

- 15.1 THIS CONTRACT 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 TARRANT COUNTY, TEXAS.

XVI. LEGAL AUTHORITY

- 16.1 The signer of this contract for CONSULTANT represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of CONSULTANT and to bind CONSULTANT to all of the terms, conditions, provisions, and obligations herein contained.

XVII. PARTIES BOUND

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

XVIII. GENDER

- 18.1 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIX. CAPTIONS

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

XX GOVERNING LAW, SEVERABILITY

- 20.1 This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF STEPHENVILLE	CONSULTANT Del Carmen Consulting, LLC.
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(Signature)

(Signature)

Printed Name: Dan M. Harris Jr.

Printed Name: Alex del Carmen

Title: Chief of Police

Title: President Del Carmen Consulting, LLC

Date: _____

Date: _____