



**PROFESSIONAL SERVICE AGREEMENT
FOR
SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW
COMPLIANCE AND RELATED SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the Proposal Letter with Scope of Services, dated September 20, 2021, attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

**II.
TERM**

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized herein.

**III.
COST AND PAYMENT**

PROVIDER will be compensated based on the attached Proposal Letter with Scope of Services, dated September 20, 2021, which is attached and incorporated herein as if copied in full. The not-to-exceed amount under this agreement is **\$4,850.00 for FY2022** (from effective date through

September 30, 2022), unless amended by a change order and approved by the Williamson County Commissioners Court. Consultant will invoice County for Services Rendered.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said

party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

IX. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Del Carmen Consulting, LLC
Attn: Del Carmen
3122 Westwood Drive
Arlington, TX 76012

X. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIII. COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS


Bill Gravell (Oct 5, 2021 16:31 CDT)

Bill Gravell
Williamson County Judge

Date: Oct 5, 2021 _____, 20____

PROVIDER:


Del Carmen Consulting, LLC

Date: 9/21 _____, 2021

**EXHIBIT “A”
PROPOSAL LETTER WITH
SCOPE OF SERVICES
(Dated September 20, 2021 and incorporated herein as if copied in full)**