

## Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_\_ (“Effective Date”) by and between **Dr. Everette B. Penn** whose address is University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, Texas 77058, hereinafter referred to as "Contractor" and **City of La Marque, Texas** whose address **1111 Bayou Road, La Marque, Texas 77568**, hereinafter referred to as "City” (collectively the “Parties”).

### WITNESSES:

WHEREAS, The City has procured an outside consultant to produce a report on the City of La Marque Police Department’s Manpower Analysis Report (“Work”) to be performed by an independent contractor; and

WHEREAS Contractor is able, willing, and capable, and possesses the necessary technical knowledge, trained personnel, equipment, licenses, and expertise to perform the Work as an independent contractor to be requested by the City.

NOW, THEREFORE, in consideration of the provisions for payment and the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

A. TERM

This Agreement shall be effective from June 14, 2022, to completion on June 30, 2022.

B. SERVICES

The work performed by Contractor under this Agreement shall be performed for the City of La Marque, Texas, solely. The services provided to the City of La Marque are as follows:

1. Literature Review of the subject/best practices for Methodology: Four (4) hours;
2. Reading and review of current numbers: (data will be provided by Chief Aragon): One (1) hour;
3. Input of data/Calculation and Findings – Two (2) hours ;
4. Writing of quantitative findings: Four (4) hours;
5. Qualitative research (interviewing officers, some ride-alongs and observations): Twelve (12) hours;
6. Second review of the literature after quantitative and qualitative findings: Two (2) hours;
7. Write Final Report and make Final Power Point - Four (4) hours;
8. Presentation of Report with Question and Answer Session: Three (3) hours; and
9. Transportation and materials will be provided in-kind.

C. COMPENSATION

The agreed hourly rate is **\$120.00 per hour**.

The agreed hourly total is **thirty-two (32) hours**.

**\$3,840.00** will be remitted at the completion of the services in this Agreement.

D. INDEPENDENT CONTRACTOR/SUPERVISION

Contractor shall perform the Work as an independent contractor not as an employee of the City. Contractor will not represent itself to third persons as other than an independent contractor of the City, nor shall Contractor offer or agree to assume any obligations or commitments in the City's name. Contractor shall have the right and obligation to control the manner, means, and details of its performance of the Work. Any of Contractor's Services that appear to give the City the right to direct or control details of Contractor's performance of the Work or exercise any measure of control over the work shall be deemed to mean that Contractor shall follow the desires of the City in the results of the Work only; as such Contractor's Work shall not be construed as granting the City control over the performance of the Work or the manner, means, or details by which it is to be accomplished.

E. INSPECTION AND UTILITIES

All Work performed by Contractor shall be subject to inspection and approval by the City at all reasonable times, but such approval shall not relieve Contractor of responsibility for its proper performance of the Work.

F. INDEMNITY

Contractor agrees to indemnify, defend, and hold harmless the City, their officers, agents, and employees, from and against all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses, including reasonable legal fees and other expenses of litigation to the extent the foregoing result from (i) the negligent acts, errors or omissions of Contractor, its officers, employees, subcontractors, or agents under this agreement, occurring during Contractor's performance of the Work, or (ii) any breach of the duties or obligations under this Agreement by Contractor, its officers, employees, subcontractors, or agents. The foregoing obligation shall include but not be limited to (1) personal injury, disease, or death of any person, including Contractor's, the City's employees, (2) loss of or damage to property of any type, (3) professional liability arising out of errors or omissions and/or negligence about the performance of the Work or services under the Services, (4) any contamination of, injury or damage to, or adverse effect on persons, animals, aquatic, or wildlife, vegetation, waters, air, land, or environment, (5) any violation by Contractor of any applicable federal, state, or local law, rule, or regulation, or (6) any patent or copyright infringement by Contractor.

This section shall survive the conclusion of this Agreement.

G. CONFIDENTIALITY

Contractor shall only utilize information received from the City for providing the services contemplated under this Agreement. Contractor shall not divulge, directly or indirectly, any information acquired by Contractor from the City in the performance of this Agreement to any third party without the express written consent of the City. Any demand for such information shall be forwarded to the City within 48 hours of receipt of such demand by Contractor.

H. CHANGES

The City may request changes to the Services after the applicable Work Order has been fully executed. If Contractor believes a proposed change will either increase or decrease the cost and/or time required for performance, Contractor shall so notify the City, and any subsequent change satisfactory to both Contractor and the City shall be reduced to writing, executed by Contractor and the City, and shall thereafter modify this Agreement accordingly.

I. NOTICES

Any notice, invoice or statement supported in this Agreement shall be in writing and shall be considered duly delivered when mailed by registered or certified mail, postage prepaid, to the following:

TO: Everett B. Penn

TO: City of La Marque, Texas  
1111 Bayou Rd  
La Marque, TX 77568

J. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS

This Agreement, together with the Exhibits attached hereto and incorporated herein by this reference, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

K. GOVERNING LAW

The provisions of this agreement and the documents delivered pursuant hereto shall be governed by and construed per the laws of the State of Texas.

L. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, information, or data prepared by Contractor specifically for the City in fulfillment of the services to be provided under this Agreement shall be the property of the City. Notwithstanding anything to the contrary contained in this Agreement, Contractor's preexisting proprietary information, including but not limited to software, computer programs, standard details, and specifications, shall remain the exclusive property of Contractor. Any reuse of the documents prepared by Contractor under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to Contractor.

M. SUSPENSION AND/OR CANCELLATION

Should either Party be unable to fulfill its obligations under this Agreement in a prompt and professional manner, the other Party shall have the right to cancel or suspend this Agreement with ten (10) days written notice, that shall include from either party a "reason of circumstance". Neither Party shall be considered in default hereof should its failure to fulfill its obligations hereunder be the result of forces beyond that Party's control.

If the City is informed by Contractor that the project covered under the Services is not able to continue, the City shall immediately notify Contractor and terminate this Agreement without further expense to the City or Contractor, except that the City shall pay Contractor for Work performed and/or services provided as of termination.

N. PROFESSIONAL STANDARDS

Contractor shall perform the Work provided for in this Contract in conformance with the standards of care and practice appropriate to the nature of the Work and exercise the degree of thoroughness, competence and care that is customary in its profession and in a professional manner consistent with the interests of the City.

O. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect, punitive, or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.

P. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but the same instrument.



IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**Dr. Everette B Penn**

**City of La Marque, Texas**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT A**

### Preparation of LMPD Manpower Analysis

1. Literature Review of the subject/best practices for Methodology - 4 hours
2. Reading and review of current numbers (data will be provided by Chief Aragon)- 1 hour
3. Input of data/Calculation and Findings - 2 hours
4. Writing of quantitative findings- 4 hours
5. Qualitative research (interviewing officers, some ride-alongs and observations)- 12 hours
6. Second review of the literature after quantitative and qualitative findings- 2 hours
7. Write Final Report and make Final Power Point - 4 hours
8. Present Report and Respond to questions and issues- 3 hours.
9. Transportation and materials will be provided in-kind.

Total time and costs shall be 32 hours at \$120.00/hour for a total cost of \$3,840.00