

#16

2022 INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

Texoma HIDTA Executive Board

AND

Damien Givens (DBA 3M Enterprise Solutions LLC)

RECEIVED
DEC 21 2021
NAVARRO COUNTY
AUDITOR'S OFFICE

THIS AGREEMENT is entered into by and between Navarro County, the Texoma High Intensity Drug Trafficking Area, and Damien Givens (DBA 3M Enterprise Solutions LLC) ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with Texoma HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the Texoma HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the Texoma HIDTA. The Texoma HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Texoma HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. **Notices.** Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall

be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Terri Gillen, County Auditor
Navarro County Auditor
Navarro County Courthouse
601 North 13th Street STE 6
Corsicana, Texas 75110

If to the Texoma HIDTA: Texoma HIDTA Executive Board
8404 Esters Blvd., Suite 100
Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

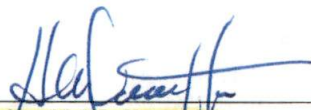
14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the Texoma HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out of or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, Texoma HIDTA and the Executive Board, collectively referred to in this paragraph as Texoma HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
 - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
 - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

Texoma HIDTA Director

By: 
 Judge H.M. Davenport

By: _____
 Lance Sumpter

Date: 12-28-21

Date: _____

Contractor:

 3M Enterprise Solutions LLC
 Damien Givens

Date: _____

EXHIBIT A
DUTIES, TERMS AND COMPENSATION
FOR THE POSITION OF INFORMATION TECHNOLOGY SPECIALISTT
WITH TEXOMA HIDTA

1. **DUTIES:** The Information Technology Manager will be evaluated on the execution of the following
 - A. **Technical Competence and Results (Critical Performance Element):** Demonstrates the technical skill and ability to oversee all facets of the Texoma HIDTA Information Technology program. Develops and maintains information technology and communications networks for the Texoma HIDTA. Ensures reliable and secure access to the internet to support investigative and administrative activities; to Texoma HIDTA email, telephone and facsimile services; to printing and scanning services, and to investigative systems and software purchased and/or controlled by the Texoma HIDTA. Provides technical assistance to Texoma HIDTA member agencies and personnel to allow, to the extent possible, integration of, and access to, non-Texoma HIDTA systems required to perform investigative and administrative functions. Ensures routine updating and maintenance to all Texoma HIDTA information technology systems, equipment, and software. Provides technical support for computer related equipment, such as monitors, TVs, projectors, speakers, and audio visual equipment in conference rooms and for training held by the Texoma HIDTA, or in facilities controlled by the Texoma HIDTA. Provides technical support for the installation, support, and maintenance of the License Plate Reader hardware and software controlled by the Texoma HIDTA.
 - B. **Customer Service (Critical Performance Element):** Responds in a timely and effective matter to information technology assistance requests from HIDTA employees and personnel assigned to HIDTA initiatives, as well as authorized visitors to Texoma HIDTA facilities requiring IT support or assistance. Demonstrates an understanding and appreciation of the needs of personnel assigned to the Texoma HIDTA and works in a collaborative manner with IT customers. Works to resolve identified information technology support requests and troubleshooting requests in a timely manner. Provides HIDTA personnel and initiative members with updates on progress and resolution. Prioritizes mission critical requests and ensures all steps necessary to resolve mission critical tasks are applied. Demonstrates professionalism and courtesy in dealing with Texoma HIDTA personnel, other law enforcement entities and elements, and the general public in the performance of duties as assigned.

- C. Communications (Critical Performance Element): Communicates effectively with Texoma HIDTA personnel, investigative personnel assigned to the Texoma HIDTA, and with the Director and Deputy Director regarding information technology issues. Provides clear, well-reasoned recommendations on information technology matters. Provides written and/or oral briefings or presentations regarding Texoma HIDTA IT proposals, issues, and solutions that address the topic in accurately and effectively. Written communications regarding IT issues are professional, clear, accurate, and concise. Informs the Deputy Director and/or Director of IT related items or issues that may require management engagement. Collaborates with HIDTA management, HIDTA personnel, and members of HIDTA initiatives to develop effective IT strategies and identify IT needs.
- D. Asset and Resource Management (Critical Performance Element): Ensures accurate and complete records and accounting of all IT related property purchased or owned by the Texoma HIDTA. Performs a complete visual inspection and function audit of all Texoma owned IT equipment. Ensures that a complete asset list for all Texoma HIDTA IT equipment is maintained and available for use and review by Texoma HIDTA management. Serves as the designated point of contact for HIDTA employees and personnel assigned to HIDTA Initiatives of loss, theft, or damage to HIDTA owned IT equipment. Develops and implements a lifecycle strategy to ensure that the Texoma HIDTA IT program has modern and functional IT equipment while spreading IT acquisition costs over multiple budget years. Ensures that all obsolete and or damaged IT equipment is disposed of in accordance with HIDTA and fiduciary guidance and that proper documentation of this disposal is maintained and that those items are removed from the HIDTA IT active inventory. Coordinates with the HIDTA Financial Manager to ensure IT acquisition, repair, maintenance, servicing, and disposal are properly funded and documented. Communicates to the Deputy Director and/or Director the suspected inappropriate use, misuse, or other impropriety regarding the unauthorized use, misuse, or theft of Texoma HIDTA owned IT equipment or services.
- E. Information Analysis and Problem Solving (Critical Performance Element): Analyze the Information Technology needs of the Texoma HIDTA to ensure that all HIDTA funded and supported elements have highly effective and modern IT infrastructure. Identifies and engages with appropriate HIDTA, governmental, and/or private entities to develop solutions and proposals. Provides cost/benefit analysis for IT related acquisitions, upgrades, and repairs. Conducts in-depth research and analysis of potential IT solutions that meets the operational and administrative needs of the Texoma HIDTA. Completes such analysis and review in a timely manner. Reviews IT work load to prioritize IT tasks to ensure the most critical IT tasks related to HIDTA operations are addressed as a priority. Develops logical and sound solutions

to Texoma HIDTA IT requirements and issues and provides these solutions in a timely and responsive manner.

2. **TERM:** This engagement shall commence on January 1, 2022 and shall continue in full force and effect until December 31, 2022. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.
4. **COMPENSATION:**
 - a. **Wages:** Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate equivalent to a GS 13 step 1 on the approved 2022 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits.
 - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. **Cellular Telephone Allowance:** This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the TEXOMA HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION
AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and

(f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-i 29)

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

Business Name

Date

Printed Name

Signature