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NAVARRO COUNTY
AUDITOR'S OFFICE

2023 Memorandum of Agreement
between,
the Texoma HIDTA Executive Board,
NAVARRO COUNTY, Texas and John Wells, (DBA Hickory Springs Consulting
LLC)

This memorandum of agreement is made by and between the Executive Board of the Texoma High Intensity Drug Trafficking Area ("EB TEXOMA HIDTA"), NAVARRO COUNTY, Texas ("NAVARRO COUNTY") and John Wells, (DBA Hickory Springs Consulting, LLC) (CONTRACTOR).

The EB TEXOMA HIDTA desires to have John Wells, DBA Hickory Springs Consulting, LLC, (hereinafter, CONTRACTOR) to serve as its Deputy Director and to perform certain services for and on its behalf as enumerated herein, together with such additional duties and responsibilities as may be agreed upon from time to time between CONTRACTOR, the Texoma HIDTA Director, the Office of National Drug Control Policy (ONDCP) and the EB Texoma HIDTA, and

CONTRACTOR desires to provide the above referenced certain personal services for or on behalf of the EB TEXOMA HIDTA acting as its Deputy Director; and

Acknowledging that NAVARRO COUNTY will be the contracting agency for CONTRACTOR providing the funds for his salary, fringes, and other expenses as has been approved for by the EB TEXOMA HIDTA with funds provided for within the grant; and

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties memorialize their agreement as follows:

1. **Effective Date:** This Agreement, upon approval by the EB TEXOMA HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of October 1, 2023
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 10 below and in Exhibit A of this contract, this Agreement is for a term of 15 months from the **October 1, 2023 through December 31, 2024**. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB TEXOMA HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Deputy Director notifies the EB TEXOMA HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension;

and,

- B. Any requested modifications to the existing terms, by either the Deputy Director, Director or the EB TEXOMA HIDTA, shall be submitted in writing to the EB TEXOMA HIDTA no later than 60 days prior to the expiration of the term.

If the parties are unable to agree on the terms of any proposed extension prior to the expiration of the term, or if the Deputy Director fails to notify the EB TEXOMA HIDTA in accordance with paragraph 2A, this Agreement shall terminate.

- 3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.
- 4. **Services to be provided by the Deputy Director:** CONTRACTOR agrees to perform the duties of the Deputy Director, Texoma HIDTA, as specified by the EB TEXOMA HIDTA, and the ONDCP, including but not limited to the following:
 - A. Support the Director to develop and submit, with the concurrence of the EB TEXOMA HIDTA, the major requirements of the HIDTA Program: Threat Assessment, Initiatives/Budget and Annual Report.
 - B. Support the Director to exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
 - C. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the Texoma HIDTA.
 - D. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
 - E. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
 - F. Support the Director in providing advice to the EB TEXOMA HIDTA concerning the status direction and success of the HIDTA initiatives, programs and requirements from ONDCP.

- G. In response to time sensitive administrative and programmatic tasking, make decisions in conjunction with the Director on behalf of the EB TEXOMA HIDTA based upon the previous direction, decisions and knowledge of the EB TEXOMA HIDTA.
 - H. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
 - I. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
 - J. Perform additional duties/requirements identified by the Director or the Executive Board, which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program
5. **Limitation of the Deputy Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Deputy Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the Texoma HIDTA. The Deputy Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the Texoma HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of Texoma HIDTA:** Texoma HIDTA shall authorize the following payments and expenditures to the Deputy Director, through a cooperative agreement between NAVARRO COUNTY, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Deputy Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
- 1) Cellular Telephone: The Deputy Director will be required to obtain a cellular telephone for official, Texoma HIDTA business. The Deputy Director will be provided a monthly cell phone allowance of \$75.00.
 - 2) Automobile: The Deputy Director will be provided with a monthly vehicle allowance of \$500.00 per month. The Deputy Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.
 - 3) Other Expenses: The Deputy Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Director.

- B. Public officials' liability insurance will be provided to the Deputy Director.
- C. The Texoma HIDTA shall authorize salary to the Deputy Director of an annual sum equivalent to GS 14 Step 1 on the 2023 Federal GS pay scale for the Dallas-Fort Worth locality pay rate plus a 30% allowance for fringe benefits for the services provided by the Deputy Director, to be paid in equal installments.
7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between NAVARRO COUNTY, Texas and ONDCP. The Deputy Director shall submit expenses, with attached original receipts, to the NAVARRO COUNTY Auditor, Corsicana, Texas.
8. **Taxes:** The Deputy Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
9. **Annual Performance Appraisal:** The Deputy Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
10. **Termination:** 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice, with the advice and consent of the Director and approval of the Executive Board. 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.
11. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.
13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties hereto.

14. **Governing Law:** This Agreement shall be construed and interpreted pursuant to the laws of the State of Texas. Any dispute arising out of this Agreement shall be submitted to the jurisdiction of any state or federal court in Dallas County, Texas.
15. **Authority:** Any person signing this Agreement on behalf of any party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such party.
16. **Prior Agreements:** Upon execution of this Memorandum of Agreement, all previous agreements, signed or otherwise, will be rendered null and void.

Dated this 25 day of Sept, 2023



Keith Brown
Director
Texoma HIDTA



Hickory Springs Consulting, LLC
John Wells, Deputy Director
Texoma HIDTA



Judge H.M. Davenport
NAVARRO COUNTY, Texas



Exhibit A

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.

Hickory Springs Consulting, LLC.
Business Name

9/19/2023
Date

John C. wells
Printed Name

J. wells
Signature