

FOR TEXAS ANTI-GANG CENTER ADMINISTRATOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Independent Contractor Agreement for Texas Anti-Gang (TAG) Center Administrator ("Agreement") is hereby made by and between the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory, to be effective as of the 1st day of September, 2019 ("Effective Date"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- 1.1 **Term.** The Initial Term of this Agreement shall begin on September 1, 2019 and expire on August 31, 2020 ("Initial Term"). Thereafter, as long as grant funds are available and have been appropriated, this Agreement shall automatically renew for successive one-year terms, each being a "Renewal Term," unless this Agreement is terminated earlier by either party as provided herein. The Initial Term and any Renewal Term are collectively referred to as the "Term."
- 1.2 **Scope of Services.** The City hereby retains the TAG Center Administrator on a contract basis to perform the duties and services as prescribed in this Agreement, Department policies, City policies, and the attached Job Qualification Document which is by this reference incorporated herein for all purposes.
- 1.3 **Compensation.** As compensation for the services rendered by the TAG Center Administrator under this Agreement, the City shall pay the TAG Center Administrator \$146,328, equivalent to 2019 Dallas-Fort Worth Locality Pay GS Grade 14-1 plus 30% fringe, for the Initial Term. Thereafter, the City shall pay the TAG Center Administrator monthly payments of \$12,269, which includes \$75 per month cell phone allowance. The total compensation shall be \$147,228 annually. Equal installments of \$12,269 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.
- 1.4 **Performance Review.** The TAG Administrator's performance under this Agreement shall be subject to an annual review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Administrator shall report to the Chief of Police or designee regarding his or her provision

of services under this Agreement. The City shall not control the means and methods of the provision of the TAG Administrator's services except to the extent necessary to cause the TAG Administrator to come into compliance with the requirements of the terms of this Agreement and any specific provisions mandated by any applicable funding source(s).

- 1.5 **Termination.** This Agreement may be terminated by the City for any reason without notice to the TAG Administrator. The TAG Administrator may terminate this Agreement for any reason with 30 days written notice to the City. In the event of termination, the City shall pay the TAG Administrator all sums due under this Agreement through the effective date of termination. Nothing herein shall be interpreted to alter the independent contractor status of the TAG Administrator or to deem the TAG Administrator an employee of the city.
- 1.6 **INDEMNIFICATION. THE TAG ADMINISTRATOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING, IN WHOLE OR IN PART, FROM THE ACTIVITIES OF THE TAG ADMINISTRATOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARISE, IN PART, OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY ANY OFFICIALS, OFFICERS, OR EMPLOYEES OF THE CITY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

II. MISCELLANEOUS PROVISIONS

- 2.1 **No Waiver of Defenses.** Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any affirmative defense of the City to any claim, including any defense based upon governmental or sovereign immunity of the City, statutory damage limits, or any immunity applicable to its officers, agents, servants or employees.
- 2.2 **Independent Contractor/Insurance.** The TAG Administrator agrees and understands that he or she is acting as an independent contractor, and that the City is not directing the manner of the work to be undertaken by the TAG Administrator. The TAG Administrator further agrees and understands that the City shall have no obligation to provide any insurance coverage for the TAG Administrator's activities, but may choose to do so. In the event that the City's insurance provides any coverage for TAG Administrator's activities, the TAG Administrator acknowledges that such coverage is for the benefit of the City, its agents, officials and employees only, and that the TAG Administrator shall not be an insured there under.
- 2.3 **TAG Administrator's Warranties/Representations.** The TAG Administrator hereby warrants and represents that any and all information provided to the City regarding the TAG Administrator's background and experience is true and correct. The TAG Administrator acknowledges that the City's execution of this Agreement is made in reliance upon such information and that if any of such information is determined by the City to be inaccurate or untrue; this Agreement shall be subject to immediate termination by the City.

- 2.4 **Criminal Background Check.** The TAG Administrator agrees to submit to a criminal background check which may be performed at least once during each term of this Agreement. The TAG Administrator further agrees that if such background check reveals a felony or crime of moral turpitude, this Agreement will be subject to immediate termination.
- 2.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof and displaces any prior or contemporary written or oral agreements.
- 2.6 **Assignment.** This Agreement or any obligation contained herein may not be assigned by any party without the written consent of the other party.
- 2.7 **Severability.** If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall survive and shall be interpreted as if such illegal or unenforceable term or provision were not contained in this Agreement.
- 2.8 **Amendment.** This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties.
- 2.9 **Governing Law and Venue.** This Agreement shall be construed under and governed by, and in accordance with the substantive laws of the State of Texas, exclusive of its choice-of-law provisions. All obligations of the parties hereto, created by this Agreement are fully performable in Tarrant County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas. The parties waive any and all claims for attorney fees and there shall be no right to attorney fees from any action arising under this contract.
- 2.10 **Notice.** All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the following address:

If to the City:

City of North Richland Hills
Attn: City Manager
4301 City Point Drive
North Richland Hills, Texas 76180

If to the TAG Administrator:

Kevin Scott McRory
Texas Anti-Gang Center North Texas
8404 Esters Blvd., Suite 100
Irving, Texas 75063

Either party may change their address for notice purposes by providing notice as required by this paragraph.

- 2.11 **Background Check and Drug and Alcohol Use.** TAG Administrator represents that TAG Administrator has no convictions for any felony or Class A or Class B misdemeanor, and, to the TAG Administrator's knowledge, is not being investigated for any such offense.

TAG Administrator agrees to immediately provide notice to the City if TAG Administrator is arrested, indicted, or otherwise accused of any such criminal conduct or in the event a warrant of arrest has been procured in the name of the TAG Administrator. TAG

Administrator also acknowledges and agrees that the City has a paramount interest in maintaining the integrity of the TAG program, and control of all secured premises, and to that end, the City has established certain rules of conduct for all officers, employees, and contractors, which include a strict prohibition against use of alcohol or illegal drugs, the misuse of legal drugs, and the possession of firearms on City or designated premises and otherwise when the TAG Administrator is providing services to or on behalf of the City, and TAG Administrator acknowledges and agrees that the City may conduct a criminal background check on TAG Administrator periodically at the City's discretion. TAG Administrator agrees to submit to a drug screen as part of this contract.

2.12 **Rules of Construction.** This Contract shall not be construed against the drafting party, but all other rules of contract construction shall apply.

2.13 **Compliance with Grant Requirements.** This Contract shall in all aspects, comply with the Office of the Governor Public Safety Office, Criminal Justice Division & Homeland Security Grants Division Grantee Standard Conditions and Responsibilities.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Mark Hindman, City Manager
The City of North Richland Hills

Date: _____

APPROVED AS TO FORM:

By: _____
Maleshia McGinnis, City Attorney
The City of North Richland Hills

Date: _____

TEXAS ANTI-GANG ADMINISTRATOR:



KEVIN SCOTT MCHORY

Printed Name

Date: 07/23/2019