

TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS

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COUNTY OF TARRANT

This Independent Contractor Agreement for Texas Anti-Gang (TAG) Center Analyst ("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 Jessica Mast ("TAG Analyst" or "TAG Center Analyst"), to be effective as of the 1st of February, 2023 ("Effective Date"). For convenience, the City and the TAG Center Analyst 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 February 1, 2023 and expire on August 31, 2023 ("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 Analyst 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 Analyst under this Agreement, the City shall pay the TAG Analyst monthly payments of \$7,017.75, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-3 to include 30% fringe, and a \$75 per month cell phone allowance, subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget. The total compensation for the 7-month pro-rated term, February 1, 2023 – August 31, 2023, shall be the sum of \$49,649.25. For each 12-month renewal thereafter, the total compensation shall be equivalent to the GS pay grade approved in the applicable fiscal year grant budget. Equal installments of \$7,092.75 are to be received once monthly on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst 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 Analyst 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 Analyst's services rendered under this Agreement except as provided in this Agreement.

- 1.4 **Performance Review.** The TAG Analyst's performance under this Agreement shall be subject to review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Analyst 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 Analyst's services except to the extent necessary to cause the TAG Analyst 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 Analyst. The TAG Analyst 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 Analyst 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 Analyst or to deem the TAG Analyst an employee of the city.
- 1.6 **INDEMNIFICATION.** THE TAG ANALYST 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 ANALYST 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 Analyst 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 Analyst. The TAG Analyst further agrees and understands that the City shall have no obligation to provide any insurance coverage for the TAG Analyst's activities, but may choose to do so. In the event that the City's insurance provides any coverage for TAG Analyst's activities, the TAG Analyst acknowledges that such coverage is for the benefit of the City, its agents, officials and employees only, and that the TAG Analyst shall not be an insured there under.
- 2.3 **TAG Analyst's Warranties/Representations.** The TAG Analyst hereby warrants and represents that any and all information provided to the City regarding the TAG Analyst's background and experience is true and correct. The TAG Analyst 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 Analyst agrees to submit to a criminal background check which may be performed at least once during each term of this Agreement. The TAG Analyst 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 Dr.
North Richland Hills, Texas 76180

If to the TAG Analyst:

Jessica Mast
North Texas Anti-Gang Center
6303 Commerce Dr. 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 Analyst represents that TAG Analyst has no convictions for any felony or Class A or Class B misdemeanor, and, to the TAG Analyst's knowledge, is not being investigated for any such offense.

TAG Analyst agrees to immediately provide notice to the City if TAG Analyst 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 Analyst. TAG Analyst 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 Analyst is providing services to or on behalf of the City, and TAG Analyst acknowledges and agrees that the City may conduct a criminal background check on TAG Analyst periodically at the City's discretion. TAG Analyst 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.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Mark Hindman, City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Maleshia McGinnis, City Attorney

Date: _____

ATTEST:

By: _____
**Alicia Richardson, City Secretary and
Chief Governance Officer**

Date: _____

TEXAS ANTI-GANG ANALYST:

Signature _____

Print Name _____

Date: _____