

**RENEWAL OF CITY SECRETARY CONTRACT NUMBER 26437
INTERLOCAL AGREEMENT
WITH
KELLER INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT

This RENEWAL AGREEMENT is made and entered into this the _____ day of _____, 2004, by and between the CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas, located within Tarrant and Denton Counties, Texas (Hereinafter referred to as the "CITY") and the BOARD OF TRUSTEES of the KELLER INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas and a legally constituted Keller Independent School District located within Tarrant County, Texas. (Hereinafter referred to as the "KISD").

WHEREAS, on October 10, 2000, the City of Fort Worth, by and through its Assistant City Manager, entered in to an Interlocal Agreement pursuant to the Texas Government Code, Chapter 791, with Board of Trustees of the Keller Independent School District, the same being City Secretary Contract Number 26437; and

WHEREAS, said Agreement provided that the City of Fort Worth and the Board of Trustees of the Keller Independent School District would work in conjunction to create an After School Program for elementary and middle school children between the hours of 3:00 p.m. and 6:00 p.m.; and

WHEREAS, the primary Agreement term was from September 1, 2000 through May 31, 2001; and

WHEREAS, the primary Agreement was renewed for the school years 2001 through 2002 and 2002-2003 and 2003-2004;

WHEREAS, Section 4, entitled "Term" provides that the Agreement may be renewed by both parties on an annual basis through the approval of an addendum setting a new term of the agreement; and

WHEREAS, the City and the Board of Trustees of the Keller Independent School District desire to renew and extend said Agreement, as amended, for the third renewal term of one (1) year;

NOW, THEREFORE, City and the Board of Trustees of the Keller Independent School District agree to renew, and extend the Agreement for the third renewal term as follows:

1. Section 3, "Funding: is amended to increase the funding amount and to delete the rollover paragraph and shall read in its entirety as follow:

FUNDING. It is agreed between the parties that during 2004 – 2005 school year, the City of Fort Worth shall provide up to One Hundred Twenty Five Thousand Dollars (\$125,000.00) for the support of the After-School Program to KISD. Funding will be based on the proposal presented by the KISD. The CITY agrees to make payment on a schedule agreed to by both parties. Each payment will be made to the KISD and delivered by first class mail, at the following address:

Superintendent of Schools
Keller Independent School District
350 Keller Parkway
Keller, Texas, 76248

It is further agreed between the parties that KISD may provide matching funds for this project.

The CITY and KISD may, acting through the recommendation of the Program Committee, establish a sliding fee-scale for participation in the program so long as no child at a participating school gets turned away and volunteer time by a parent, guardian, or designee can be counted toward the fee. It is agreed that any fees collected shall be expended towards the After-School Program primarily at the site where the fees are collected.

2. Section 4, "Term", is hereby amended to read as follows:

The third renewal term of this Agreement shall be for a period beginning on October 1, 2004 and ending September 30, 2005, and shall cover the entire 2004-2005 school year.

3. All other terms and provisions of the original Agreement between the City and the Board of Trustees of the Keller Independent School District, including the

remaining provisions of Section 3, "Funding" and Section 4, "Term", shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, this _____ day of _____, 2004.

ATTEST:

CITY OF FORT WORTH

City Secretary

By: _____
Libby Watson
Assistant City Manager

**KELLER INDEPENDENT
SCHOOL DISTRICT**

By: _____
Superintendent
Keller Independent School District

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Assistant City Attorney

Attorney for Keller Independent
School District