

INTERLOCAL AGREEMENT BETWEEN
KELLER INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF FORT WORTH
FISCAL YEAR 2025-2027

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through William Johnson, its duly authorized Assistant City Manager, and **KELLER INDEPENDENT SCHOOL DISTRICT** (“District”) acting by and through Dr. Tracy Johnson, Superintendent, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in city of Fort Worth during Fiscal Year **2025-2027** to meet one or more of the Crime Control and Prevention District (“CCPD”) goals, which are (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs, (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods, and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs;

WHEREAS, the City Council of Fort Worth and the **Keller Independent School District** Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance;

WHEREAS, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

WHEREAS, District proposes to continue the **Keller After School** (“Program”) in conjunction with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT DOCUMENTS

The Agreement documents shall include the following:

1. This Interlocal Agreement
2. Exhibit A – Scope of Work: Project Plan and ZoomGrants Program Narrative
3. Exhibit B – Budget Narrative Worksheet and Subgrant Budget Narrative
4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Program Performance Report
6. Exhibit E – Request for Budget Modification Form

7. Exhibit F – Corrective Action Plan
8. Exhibit G – Previous Year’s Corrective Action Plan (*if applicable*)

The exhibits, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A through G and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement control.

DEFINITIONS

The term “City” shall include the City of Fort Worth, and its officers, agents, employees, and representatives.

The term “District” shall include Keller Independent School District, KISD and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

The term “Party” shall refer to either City or District.

The term “Parties” shall refer to both City and District.

AGREEMENT

1. Responsibilities of District

1.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A. District shall be responsible for the day-to-day administration of the Program. District agrees to expend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”. Program activities and quarter measures shall be reported in accordance with Exhibit “D”- Program Performance Report.

1.2 District will be responsible for the enforcement of these responsibilities on any After-School Service Providers Contracts that the District enters into associated with the funds provided through this Agreement. The City will be provided copies of all executed agreements between the District and any After-School Program Service Providers within five days of their execution.

2. Program Funds

2.1 In no event shall the total distribution from City made to the District during the Term of this Agreement exceed the total sum of \$149,500.00 (“Program Funds”).

2.2 **Payment** Payment of the Program Funds from City to District shall be made on a quarterly and cost- reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR) (Exhibit C). The Exhibit C shall be submitted along with copies of all receipts and other supporting documentation for expenses related to this Agreement. Exhibit C reports shall be submitted to City as outlined in the report schedule in Section 2.4. Each RFR

should be sequentially numbered and labeled using the following format:

RFR_AGENCY NAME_MONTH_YEAR

RFR submissions will include expense documentation that is legible, detailed, clear and concise. The submitted RFR shall include the Exhibit D Performance Report, and be signed by the District or duly authorized officer of the District. Submissions must be scanned and submitted to the CCPD Partners Unit of the Fort Worth Police Department. Submissions should be sent electronically to PSM@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: CCPD Partners Unit, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115**. Reimbursements will not be made until after receipt of an acceptable and approved RFR and Exhibit D Program Performance Report.

2.3 Reimbursements shall be made within 30 days of receipt of an acceptable and approved RFR and Exhibit D Program Performance Report. With the exception of final reimbursements requests as outlined in Section 2.4, incomplete or incorrect submissions shall be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

2.4 **Reporting Schedule**

District agrees to submit all Exhibit C and Exhibit D reports on a quarterly basis. Reports shall be included in October, January, April, and July report submissions. District agrees to provide Exhibit C – Request for Reimbursement and Exhibit D – Program Performance Report per the following schedule:

Report Submission for Activity and Expenses occurring in the following months	Report is Due on the 15th for months below
October – December	January
January – March	April
April – June	July
July – September	October

District agrees Exhibit C and Exhibit D reports shall be submitted to City no later than the 15th day after the end of each month. If this deadline occurs on a weekend or federal holiday, then reports shall be submitted to the City on the next City business day. Should the District not be able to meet these requirements in the given month, the District shall provide written notification prior to the deadline that details the justification and expected date of submission. If no notification is received by the 15th of a report submission month, the City will document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, the City will send a Non-Compliance Letter notifying the District's duly authorized representative of a possible suspension of program funding. Submittal of an Exhibit C and Exhibit D is required even if expenses and activity does not occur.

2.5 **No Revisions on Final Reports** The last day for the City to receive RFRs and

supporting expense documentation from the District for this agreement is **October 15, 2027**. No corrections or additional documentation will be allowed after this date. Any discrepancies on the final RFR or expense documentation will be adjusted from the final reimbursement amount.

2.6 Budget Modifications District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, the District must submit the Request for Budget Modification Form (Exhibit “E”) to City, with the RFR, during the month the modification took place. The request must include justification for modification to the budget, and the new modified budget cannot exceed the total amount of Program Funds.

2.7 Budget Modification Approvals Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit “E”) must be submitted, and request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

2.8 Modifications to Budget Zero-Line Items Any modifications to zero line-items in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit “E”) must be completed and approved by City before money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

2.9 Direct and Indirect Modifications Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versa. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 2.6, 2.7, 2.8, 2.9.

2.10 Last Day to Approve Modifications The last day the City will approve a Budget Modification from the District for this agreement is **August 1, 2027**.

2.11 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit “B” of this Agreement or an approved budget modification form.

2.12 Budget Modifications shall be submitted to PSM@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: CCPD Partners Unit, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115**.

2.13 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or

equipment that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District's policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

2.14 **Sub-Grantee Funds** District is responsible for imposing the same program funding requirements as outlined in this section of the Agreement on any subgrantee agency carrying out services under Exhibit A Project Plan. District will review and report any budget modifications that its subgrantee makes to the City.

3. **Term**

3.1 This Agreement shall commence upon **October 1, 2024**("Effective Date"), and shall end on **December 31, 2027** ("End Date").

With the exception of an extension, as outlined in Section 3.2, all of District's expenditures and program services under this Agreement must be completed during the project term period **October 1, 2024 – September 30, 2027**. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been provided by the District to the City. All final reports for this agreement must be received by **October 15, 2027**.

3.2 **Request for Extension** The City in its sole and exclusive discretion may extend the End Date of this Agreement in order for the District to conclude all work and fulfill objectives set forth in Exhibit A. The District agrees that this is not an increase of funds. To request an extension, District must provide written justification for the request no later than **July 15, 2027**. The City reserves the right to decline any Extension request that is not in the best interest of the City.

3.3 **Liquidation Period** District agrees that no additional costs can be incurred after **September 30, 2027**. District has until **November 30, 2027** to liquidate accrued expenditures that occurred during the project term period **October 1, 2024 – September 30, 2027**. To receive reimbursement, District agrees to report liquidated expenses using the Exhibit C form and provide backup documentation by **November 30, 2027**.

4. **Program Performance**

4.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit "A."

4.2 [Omitted]

4.3 **Program Performance Report** District agrees to provide a Program Performance Report (Exhibit D) to document the performance of work as described in the Project Plan and Scope of Work. The Exhibit D shall document details of the quarterly progress toward outcome objectives achieved in support of the CCPD goals and zip code data for unduplicated participants. The program reports shall be submitted to City as identified in the report schedule in Section 2.4.

4.4 **Corrective Action Plan** District agrees to complete a **Corrective Action Plan**

(“CAP”) in the event of two (2) consecutive quarter submissions, or (6) consecutive errors in a given quarter for incomplete or incorrect submissions of Exhibit C or Exhibit D reports. A Corrective Action Plan may also be implemented in response to monitoring findings, recurring late submissions of Exhibit C and Exhibit D reports, failure to take corrective actions, and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the Contractor will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit “F”.

4.5 **Monitoring Visits** District agrees that the City may conduct a monitoring visit to assess the risk of City funds and District performance at any time during the duration of this Agreement. The City will notify the District of an upcoming monitoring visit and provide instructions of what to prepare. The District agrees to respond to any monitoring findings identified by the City through a Corrective Action Plan.

4.6 **Non-Responsiveness** District agrees to provide corrective action to all findings or revisions identified by the City during the duration of this Agreement. If, by the last day of the same month a corrective action is identified by the City, and a response is not provided by the District, the City will document further corrective action and send a Non-Compliance letter notifying the District’s duly authorized representative of compliance issues, requested resolution, or a possible suspension of program funding.

4.7 The final Exhibit D Program Performance reports will be due **October 15, 2027**.

4.8 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

4.9 **Sub Grantee Program Performance** District is responsible for imposing the same program performance requirements as outlined in this section of the Agreement on any subgrantee agency carrying out services under the Exhibit A Project Plan.

5. Default and Termination

5.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. In the event that funds from the CCPD are not received in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

5.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 5.3.

5.3 Termination will be effected by delivering to District written notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District’s receipt of notice of termination, District shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for completion of the work not terminated.

5.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District's remedy shall be reinstatement of this Agreement. District expressly waives any and all rights to monetary damages, including but not limited to actual, consequential, and punitive damages, court costs, and attorney's fees.

5.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

6. Equipment and Maintenance

All equipment purchased with Program Funds must meet all eligibility requirements of the City. District shall maintain all equipment used in the administration and execution of the Program. District shall maintain, replace, or repair any item of equipment used in support of the the Program, or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement or repair of any equipment used in support of the Program and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of the Program. Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the CCPD Partners Unit at the address set forth in Section 2.2. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

7. Administrative Requirements

7.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit at any time any and all such records relating to operations of District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon demand by City, shall make such records readily available for investigation,

examination, and audit. In the event of such audit by City, a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third-party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If funding recipient is already obtaining a general audit of its financial matters by independent third-party, that audit may be used to satisfy this requirement so long as it specifically includes separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

7.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future agreement(s) with District.

7.3 If, as a result of any audit, it is determined that District misused, misapplied or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty, or other charge levied against City because of such misuse, misapplication or misappropriation.

7.4 District's obligation to City shall not end until all closeout requirements are completed. The closeout requirements shall include, but are not limited to the following: providing final Exhibit C and Exhibit D reports making final payments, and disposing of the Program assets as appropriate, if deemed required by the City in its sole discretion.

7.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement, and work to be performed by District under this Agreement and City shall have access at all reasonable hours to offices and records of District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring.

7.6 Throughout the term of this Agreement and for up to three months after its expiration, the City may periodically request, and the District will be required to provide, information for the purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding. Requested information will consist solely of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

If the District maintains the information the City is requesting, the District shall provide the requested information to the City within 30 days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District shall begin collecting such information as of that date, shall provide an initial response regarding that information within sixty days, and shall thereafter update that information upon request.

If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

7.7 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Section 7 shall survive the expiration or termination of this Agreement.

8. Independent Contractor

8.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of *respondent superior* shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of District, and any program participants hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

8.2 City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed, or in any way damaged.

9. Liability and Indemnification

To the extent allowed by law, each of the parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 12, or for claims which the Texas Tort

Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

This section shall survive the expiration or termination of this Agreement.

10. Non-Assignment

No assignment or delegation of duties under this Agreement by District shall be effective without City's prior written approval.

11. Prohibition Against Interest

11.1 No member, officer, or employee of the City, or its designees or agents; no member of the governing body of the locality in which the Program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all District and subcontracts hereunder.

11.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by City of Fort Worth.

12. Nondiscrimination

12.1 In accordance with the federal, state, and local laws and ordinances, District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory or ordinance exception.

12.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

12.3 IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY DISTRICT, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, DISTRICT AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM, TO THE EXTENT ALLOWED BY LAW.

Section 12 section shall survive the expiration or termination of this Agreement.

13. Compliance

13.1 District, its officers, members, agents, employees, program participants, and subcontractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. If City calls to the attention of District in writing to any such violation on the part of District or any of its officers, members, agents, employees, subcontractors or program participants, then District shall immediately desist from and correct such violation.

13.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City calls the attention of District in writing to any such violations on the part of District or any of its officers, members, agents, employees, program participants or subcontractors, then District shall immediately desist from and correct such violation.

14. Waiver of Immunity

The parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Agreement.

15. Insurance Requirement

15.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis OR split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident and \$100,000 Property Damage.

(d) Any other insurance the City may reasonably require to protect the interest of the City.

15.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to the satisfaction of the City's Risk Manager.

15.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

15.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

16. Miscellaneous Provisions

16.1 The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or Federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

16.2 City's failure to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely upon any such term or right on any future occasion.

16.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

16.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

16.5 This written instrument and attached exhibits constitute the entire agreement between the parties concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each party.

16.6 All notices required or permitted by this Agreement must be in writing and deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail,

return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: William Johnson, Assistant City Manager
City Manager's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, TX 76102

Copies To: CCPD Partners Unit
Financial Management Division
Bob Bolen Public Safety Complex
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
Attn: Police Contracts
100 Fort Worth Trail
Fort Worth, TX 76102

DISTRICT: Dr. Tracy Johnson
Superintendent
350 Keller Parkway
Keller, TX 76248

16.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

16.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

16.9 District is required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be compliant with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. District will be responsible for conducting criminal background screening and maintaining appropriate records, which will be subject to review by the City. TO THE EXTENT ALLOWED BY LAW, DISTRICT SHALL INDEMNIFY CITY AND HOLD HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DISTRICT, DISTRICT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.

16.10 After-School Service Provider Background Screenings. The District will be responsible for

imposing the same background screening requirements as listed in this section of Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs.

16.11 The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

16.12 The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

16.13 City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. District shall verify the identity and employment eligibility of its employees who perform work under this Agreement. District shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identify documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. District shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. **TO THE EXTENT ALLOWED BY LAW, DISTRICT SHALL INDEMNIFY CITY FROM ANY PENALTIES OR LIABILITIES DUE TO VIOLATIONS OF THIS PROVISION. CITY SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS AGREEMENT FOR VIOLATIONS OF THIS PROVISION BY DISTRICT.**

16.14 This Agreement, as well as any associated documents to this Agreement, including RFR's and Budget Modifications may be executed in one or more counterparts, each of which when so executed and delivered shall be considered an original, but such counterparts shall together constitute one and the same instrument and agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image) shall be deemed to be an original signature hereto.

16.15. No Boycott of Israel. If District has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. District acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By signing this Agreement, District certifies that District's signature provides written verification to City that District: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

16.16. Prohibition on Discrimination Against Firearm and Ammunition Industries. District acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company

with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, District certifies that District's signature provides written verification to the City that District: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

16.17. Prohibition on Boycotting Energy Companies. District acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, District certifies that District's signature provides written verification to the City that District: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Effective as of the date signed by the Assistant City Manager below.

City: By: _____ Name: William Johnson Title: Assistant City Manager Date: _____	District: KELLER INDEPENDENT SCHOOL DISTRICT By: _____ Name: Dr. Tracy Johnson Title: Superintendent Date: _____
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CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: _____ Name: Robert A. Alldredge Jr. Title: Executive Assistant Chief of Police Approved as to Form and Legality: By: _____ Name: Andrea Phillips Title: Assistant City Attorney Contract Authorization: M&C: _____ Date Approved: _____ 1295: N/A	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Elizabeth Garza Title: CCPD Partners Unit City Secretary: By: _____ Name: Jannette S. Goodall Title: City Secretary
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