

INTERLOCAL AGREEMENT
BETWEEN
CROWLEY INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH
FISCAL YEAR 2022

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, (“City”) acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, and **CROWLEY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as (“District”), acting by and through Dr. Michael McFarland, Superintendent, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in City during Fiscal Year 2022 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; and

WHEREAS, the City Council of Fort Worth and the Crowley 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; and

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 Sports & Tutoring 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 for the Sports & Tutoring After School Program
2. Exhibit A – Scope of Work: Project Plan
3. Exhibit B – Budget Narrative
4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Project Plan Status Report
6. Exhibit E – Quarterly Outcomes Report

7. Exhibit F – Request for Budget Modification Form
8. Exhibit G – Corrective Action Plan Template
9. Exhibit H – Previous Year’s Corrective Action Plan (*if applicable*)

Exhibits “A” through “H”, 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 F 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 City, and its officers, agents, employees, and representatives.

The term “District” shall include District, 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” – Scope of Work: Project Plan. District shall be responsible for the day-to-day administration of the Sports & Tutoring After School Program. District agrees to expend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”. Program activities shall be reported in accordance with Exhibit “D”- Project Plan Status Report and quarterly measures shall be reported in accordance with Exhibit “E”- Quarterly Outcomes Report.

1.2 District will be responsible for the enforcement of these responsibilities on any After-School Service Providers Contracts that 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 \$143,750.00 (“Program Funds”).

2.2 Payment of the Program Funds from City to District shall be made on a cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR), as described in Exhibit “C” along with copies of all receipts and other

supporting documentation. District shall deliver to City a written detailed Project Plan Status Report and Quarterly Outcomes Report as described in Section 4.2 below with each RFR to support expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District. The RFR and Project Plan Status Report shall be submitted to City no later than the 15th day following the end of the month. If this obligation of District falls due on a weekend or Federal holiday, then that obligation shall be due on the next business day following such weekend day or Federal holiday. Submittal of a monthly RFR Project Plan Status Report and Quarterly Outcomes Report is required even if services are not provided.

Each monthly RFR should be sequentially numbered and include expense documentation that is legible, detailed, clear and concise. The submitted RFR shall include monthly and quarterly reports as applicable. Submissions must be scanned and submitted to the Grants and Program Management Section of the Fort Worth Police Department. Submissions should be titled "CISD - Month" and sent either via email to PSM@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: Contract Compliance Specialist, 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 a monthly Project Plan Status Report from the Contractor. Additionally, a Quarterly Outcomes Report is required as described in section 4.2 and must be approved prior to reimbursements. Reimbursements shall be made within 30 days of receipt of said documents. Incomplete or incorrect submissions shall be returned to the Contractor for resubmission, restarting the 30-day reimbursement schedule.

2.3 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, District must submit the Request for Budget Modification Form (Exhibit "F") to City, with the monthly 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.

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 "F") 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.

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 "F") 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.

2.4 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.

2.5 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.

2.6 The District will be responsible for imposing the same program funding requirements as listed in Section 5 of this Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs and will report any budget modifications that an After-School Program Service Provider makes to the City.

2.7 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 2.3, 2.4. and 2.5.

2.8 Request for Budget Modification Form (Exhibit "F") shall be submitted via either email to PSM@fortworthtexas.gov or via mail addressed to the **Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex at 505 W. Felix St., Fort Worth, Texas, 76115.**

3. Term

This Agreement shall commence upon October 1, 2021 ("Effective Date"), and shall end on September 30, 2022 ("End Date"). All of District's expenditures under this Agreement must be completed no later than September 30, 2022. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been received by the District.

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 District agrees to provide a monthly Project Plan Status and Quarterly Outcomes Report to document the performance of the work described in Exhibit "D" and Exhibit "E," respectively. The Project Plan Status and Quarterly Outcomes Report shall document the program activity names, numbers of participants attending, details of the activities, and a description of the goals achieved in support of the CCPD goals. Quarterly Outcomes Report shall be reported on a quarterly basis and included in the January, April, July, and October RFR and Project Plan Status Report submittals. Additionally, the Quarterly Outcomes Report must include descriptions of any realized successes, and zip code data for unduplicated participants. The monthly Project Plan Status and Quarterly Outcomes Report shall be submitted to City no later than the 15th day after the end of each month. If this obligation of District falls due on a weekend or Federal holiday, then that

obligation shall be due on the next business day following such weekend day or Federal holiday.

4.3 District agrees that the monthly Request for Reimbursement and Project Plan Status and Quarterly Outcomes Report will be submitted to City no later than the 15th day after the end of each month. If this obligation of District falls due on a weekend or Federal holiday, then that obligation shall be due on the next business day following such weekend day or Federal holiday. Should District not be able to meet these requirements in a given month, the District shall provide written notification prior to the deadline that details the expected date of submission. If no notification is received before the 15th day, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding.

4.4 District agrees to complete a Corrective Action Plan ("CAP") in the event of three (3) consecutive months or six (6) non-consecutive months with incomplete or incorrect submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report. District agrees to complete a Corrective Action Plan for recurring late submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report, or for failing 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 District 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 "G".

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

4.6 After-School Service Provider Program Performance. The District will be responsible for imposing the same program performance 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.

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 Sports & Tutoring After School Program. District shall maintain, replace, or repair any item of equipment used in support of the Sports & Tutoring After School 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 Sports & Tutoring After School 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 Sports & Tutoring After School 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 Grants and Program Management Section at the address set forth in paragraph 2.2 above. 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: providing final Project Plan Status Report and Quarterly Outcomes Report, making final payments, and disposing of Sports & Tutoring After School 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 on 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.

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 Sports & Tutoring After School Program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Sports & Tutoring After School 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.

This 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 Exhibits "A" through "F" 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: Jesus Chapa, Assistant City Manager

City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

Copies To: Contract Compliance Specialist
Financial Management Division
Bob Bolen Public Safety Complex
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
Attn: Police Contracts
200 Texas Street
Fort Worth, TX 76102

DISTRICT: Crowley Independent School District
Dr. Michael McFarland, Superintendent
512 Peach St,
Crowley, TX 76036

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 in compliance 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. 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 is 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.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this _____ day of _____, 20__.

APPROVED AND AGREED FOR CITY OF FORT WORTH

Jesus J. Chapa
Deputy City Manager

Date: _____

APPROVAL RECOMMENDED

Neil Noakes
Chief of Police

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH

Assistant City Attorney

Date: _____

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.

Contract Compliance Manager

Date: _____

APPROVED AND AGREED FOR CROWLEY ISD

Dr. Michael McFarland
Superintendent

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR CROWLEY ISD

Attorney for Crowley ISD

Date: _____

ATTEST

City Secretary

Date: _____

M&C No. 21-0612
1295 CERTIFICATION: N/A

EXHIBIT A: SCOPE OF WORK – PROJECT PLAN

Proposer Name: Crowley ISD
Project Title: Crowley ISD Sports and Tutoring

CCPD Goal (s)	<u>Reduce crime through prevention projects.</u>		
	<u>Increase safety through youth crime prevention projects.</u>		
Outcome Objective 1.1	50% of all student participants will <u>improve behavior</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>		
Outcome Objective 1.2	50% of all student participants will show <u>increased academic performance</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>		
Contractor Activity	Measurable Activity Goal	People Involved/Responsible	Timeline
Students will attend the after-school program, offered Monday-Thursday from 3:00pm-5:30pm.	<ol style="list-style-type: none"> 1. 400 unduplicated students enrolled in the After-School Program. 2. 175 average daily attendance in the After-School Program. 3. Quarterly Survey responses to quarterly survey to assess results: <ul style="list-style-type: none"> 20% of parents 100% of Principals <p>Student participation tracked through daily attendance sign in/out records.</p>	Principals Administrative staff Site Coordinators Program Specialists	October 1, 2021 through May 31, 2022 for School Year Programming (Any remaining funding to be used in August-September 2022) Monday – Thursday, 3:00 – 5:30 PM Program surveys to occur in early December, mid-March, and late May.
Students will participate in Social Emotional Learning (SEL) lessons. Will be offered at least 4 times per week, Monday-Thursday.	<ol style="list-style-type: none"> 4. 100 unduplicated students in Social Emotional Learning Lessons. 5. 70 average daily attendance in Social Emotional Learning lessons. 	Site Coordinators Program Specialists	October 1, 2021 through May 31, 2022. (Any remaining funding to be used in August-September 2022).

	Student participation tracked by daily attendance sign in/out records.		Social Emotional Learning lessons conducted at least four times a week. Monday – Thursday, 3:00 – 5:30PM
Elementary students will participate in Physical Fitness/Recreation activities. Will be offered at least 4 times per week, Monday-Thursday.	6. 100 unduplicated students in Physical Fitness/Recreation Activities 7. 70 Average Daily attendance in Physical Fitness/Recreation Activities	Site Coordinators Program Specialists	October 1, 2021 through May 31, 2022. (Any remaining funding to be used in August-September 2022). Physical Fitness/Recreation activities conducted four times a week. Monday – Thursday, 3:00 – 5:30PM
Students will participate in academic enrichment in math, science, reading, and arts. (Offered at least 4 times per week, Monday-Thursday).	8. 100 unduplicated students in Academic Enrichment activities. 9. 70 average daily attendance in Academic Enrichment activities. Student participation tracked by daily attendance sign in/out records.	Site Coordinators Program Specialists	October 1, 2021 through May 31, 2022. (Any remaining funding to be used in August-September 2022). This activity to be conducted four times a week at participating schools. Monday – Thursday, 3:00 – 5:30PM
Students will participate in teacher-led tutoring for math and literacy. (Offered to school-selected students at least 2 times per week.)	10. 150 unduplicated students in Teacher-led Tutoring. 11. 75 average daily attendance in Teacher-Led Tutoring. Student participation tracked by daily attendance sign in/out records.	Crowley ISD Classroom Teachers	November 1, 2021 through May 31, 2022. (Any remaining funding to be used in August-September 2021). This activity is offered at least twice a week for targeted students. Monday – Thursday, 3:00 – 5:30PM
Students will participate in homework help and academic assistance.	12. 350 Unduplicated Students in Homework Help/Academic Assistance	Crowley ISD Classroom Teachers Site Coordinators Program Specialists	October 1, 2021 through May 31, 2022.

<p>(Offered to all students at least 2 times per week.)</p>	<p>13. 175 average daily attendance in Homework Help/Academic Assistance</p> <p>Student participation tracked by daily attendance sign in/out records.</p>		<p>(Any remaining funding to be used in August-September 2022).</p> <p>This activity to be conducted at least twice a week for all participants.</p> <p>Monday – Thursday, 3:00 – 5:30PM</p>
<p><u>Special Emphasis:</u> Officers will host presentations at each school site. Officers will interact with parents during school dismissal.</p> <p>PD will be asked to provide community safety information and job opportunities for parent boards.</p> <p>Students will also engage in service learning opportunity by creating care packages for officers.</p>	<p>14. Each site will schedule a police officer engagement event at least twice during the school year – 10 events total.</p> <p>15. Each program site will feature community resources from the police department at least once per quarter during the school year – 3 total.</p> <p>16. At least 60 students will participate in the creation of “care packages” and/or appreciation letters for the FW police department.</p>	<p>Administrative staff Site Coordinators Program Specialists</p>	<p>October 1, 2021 through May 31, 2022 (with any remaining funding to be used in September 2022).</p>

Crime Control and Prevention District
Partners with a Shared Mission
EXHIBIT B - BUDGET NARRATIVE
Crowley ISD

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
Total Revenue				\$0.00
A. SALARY				
				\$0.00
TOTAL SALARY				\$0.00
B. FRINGE				
				\$0.00
TOTAL FRINGE				\$0.00
C. TRAVEL				
				\$0.00
TOTAL TRAVEL				\$0.00
D. EQUIPMENT				
				\$0.00
TOTAL EQUIPMENT				\$0.00
E. SUPPLIES				
				\$0.00
TOTAL SUPPLIES				\$0.00
F. CONSULTING/CONTRACTING				
				\$0.00
TOTAL CONSULTING/CONTRACTING				\$0.00
G. SUB-GRANTS				
The Crowley ISD Sports & Tutoring program will be managed by Clayton Youth Enrichment. Clayton was chosen as the districtwide contract afterschool provider in a five-year competitive application in 2016, based on an application, interview, and reference-check process conducted by Crowley ISD's Grant department personnel and approved by the district Board of Trustees. Clayton performance, progress and outcomes will be monitored by the district's Director of Grants, as well as each applicable school Principal. These costs relate to Outcome Objectives 1.1 & 1.2.	1.00	CONTRACT	\$143,750.00	\$143,750.00
TOTAL SUB-GRANTS				\$143,750.00
H. OCCUPANCY				
				\$0.00
TOTAL OCCUPANCY				\$0.00
INDIRECT				
				\$0.00
Total Expense				\$143,750.00
Total Requested				\$143,750.00

Crime Control and Prevention District				
Sub Grantee for Crowley ISD: Clayton Youth Enrichment (Partners with a Shared Mission)				
DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
N/A				\$0.00
Total Revenue				\$0.00
A. SALARY				
Program Manager - One (1) Program Manager funded at approx. \$22.00 per hour for approx. 35.00 hours per week over 40 weeks during the year. This role oversees the Crowley ISD region and will hire and train staff, culminate attendance data and outcomes, and work with school principals to ensure connection to school-day. This position relates to Outcome Objectives 1.1 & 1.2.	1400.00	Hours	\$22.00	\$30,800.00
Site Coordinator - Five (5) Site Coordinators funded at approx. \$15.00 per hour for approx. 6-30 hours per week over 37 weeks during the year. These positions supervise the on-site staff, purchase supplies for their programs, organize lesson plan materials, and also work directly with youth. This position relates to Outcome Objectives 1.1 & 1.2.	2652.00	Hours	\$15.00	\$39,780.00
Program Specialist - Five (5) part-time program activity specialists funded at approx. \$11.00 per hour for approx. 6-20 hours per week over 37 weeks during the year. These positions will directly operate youth activities including homework assistance, academic enrichment, physical recreation and social emotional learning. Additional staff hours are being used this year to lead enrichment activities instead of contract vendors. This position relates to Outcome Objectives 1.1 & 1.2.	1912.00	Hours	\$11.00	\$21,032.00
B. FRINGE				
Program Manager - Covers the payroll taxes and health insurance for the full-time position described above. This position relates to Outcome Objectives 1.1 & 1.2.	25.00%	Percent	\$ 30,800.00	\$7,704.00
Site Coordinator - Covers the payroll taxes and health insurance for the full-time positions described above. This position relates to Outcome Objectives 1.1 & 1.2.	32.00%	Percent	\$ 39,780.00	\$12,734.00
Program Specialist - Covers the payroll taxes for the part-time (non-benefited) positions described above. This position relates to Outcome Objectives 1.1 & 1.2.	10.00%	Percent	\$ 21,032.00	\$2,108.00
C. TRAVEL				
Mileage - mileage for staff to attend required trainings and purchase supplies. Calculated at approx. \$15.75 per site per month for shopping and travel between site locations. Mileage is important for the program and administrative staff to fulfill Outcome Objectives 1.1 & 1.2.	1086.00	Miles	\$ 0.58	\$630.00
D. EQUIPMENT				
N/A				\$0.00
E. SUPPLIES				
Consumable Supplies - Used for consumable supplies and program materials across five (5) school sites. Each site will spend approx. \$180 per month between October 2021 through May 2022. These supplies include instructional materials for tutoring (such as pencils, flash cards, dry erase markers/boards and composition notebooks), sports equipment for physical recreation (such as soccer balls and goals, frisbees, basketballs, beanbags, jump ropes, hula hoops, poly spot markers, cones and SPARK physical activity curriculum binders) visual arts supplies for academic enrichment and character development (such as paper, scissors, coloring utensils, paints and modeling clay) and other curriculum materials needed for academic enrichment. The estimated cost per student is \$18.00 for the program year. These positions relate to Outcome Objectives 1.1 & 1.2.	5.00	School Sites	\$ 1,440.00	\$7,200.00
F. CONSULTING/CONTRACTING				
Teachers - Used to contract 6 credentialed Crowley ISD teachers paid at \$23.00 per hour for approx. 2 - 3 hours per week over 24 weeks, selected by the campus Principal. The monitoring of Crowley ISD staff is shared between the Clayton program manager and the Crowley ISD school principals at the five targeted campuses, with MOUs handled by the Clayton office. These positions relate to Outcome Objectives 1.1 & 1.2.	378.00	Hours	\$ 23.00	\$8,694.00
G. SUB-GRANTS				
N/A				
H. OCCUPANCY				
N/A				\$0.00
INDIRECT				
Administrative Costs - covers the partial payroll of area supervisors, human resources personnel, and accounting specialists, as well as program-related liability insurance costs. These positions relate to Outcome Objectives 1.1 & 1.2.	10%	Percent	\$130,682.00	\$13,068.00
Total Expense				\$143,750.00
Total Requested				\$143,750.00

Exhibit D
Crime Control and Prevention District
 Monthly Project Plan Status Report

Date:

Agency Name: Crowley ISD

Program/Project Title: Crowley ISD Sports and Tutoring

Month of Report:

Contact Name: Crystel Polk

Email: crystel.polk@crowley.k12.tx.us

CCPD Goal (s)	<u>Reduce crime through prevention projects.</u>			
	<u>Increase safety through youth crime prevention projects.</u>			
Outcome Objective 1.1	50% of all student participants will <u>improve behavior</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>			
Outcome Objective 1.2	50% of all student participants will show <u>increased academic performance</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>			
Agency Activity	Activity progress during reporting period <i>Provide brief, bulleted explanations.</i>	Unduplicated Month Total	Cumulative (Year-to-Date) Total	Activity Goal
1. Unduplicated Students enrolled in After School Program	▪			400
2. Average daily attendance in the After School Program.	▪			175
3. Quarterly Survey Responses for Parents and Principals	▪			Parents – 20% Principals – 100%
4. Unduplicated Students in Social Emotional Learning Lessons	▪			100
5. Average Daily Attendance in Social Emotional Learning	▪			70
6. Unduplicated Students in Physical Fitness/Recreation Activities	▪			100
7. Average Daily Attendance in Physical Fitness/Recreation Activities	▪			70

8. Unduplicated Students in Academic Enrichment Activities	▪			100
9. Average Daily Attendance in Academic Enrichment Activities	▪			70
10 Unduplicated students in Teacher-Led Tutoring	▪			150
11. Average Daily Attendance in Teacher-Led Tutoring	▪			75
12. Unduplicated Students in Homework Help/Academic Assistance	▪			350
13. Average Daily Attendance in Homework Help/Academic Assistance	▪			175
14. Police Officer Engagement Events	▪			10
15. PD Community Resource Meetings – each site will have at least 3 meetings	▪			-
16. Students that participate in Care Package/Appreciation Letters activity	▪			60

Certification: I have reviewed the above financial and program requirements. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.

Name: _____ Date: _____

Title: _____

Exhibit E
Crime Control and Prevention District
Partners with a Shared Mission
Quarterly Outcomes Report

Date:

Agency Name: Crowley ISD

Program/Project Title: Crowley ISD Sports and Tutoring

Fiscal Period:

Reporting Period:

Contact Name: Crystel Polk

Email: crystel.polk@crowley.k12.tx.us

- 1. Report outcome measure data and respond to the questions below to provide more detailed commentary on the implementation of the project. Complete the following questions in a brief 2-3 page narrative format.**

Outcome Measure #	Outcome Description	This Quarter	Cumulative	Goal
1.1	50% of all student participants will <u>improve behavior</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>			50%
1.2	50% of all student participants will show <u>increased academic performance</u> as a result of afterschool activities, as <u>demonstrated by quarterly surveys to principals and parents.</u>			50%

- 2. Describe major accomplishments achieved in implementing the project. Highlight specific aspects of the project contributing to its success.**
- 3. Describe any challenges (i.e. frustrations, barriers, disappointments) in implementing the project and how they were addressed or resolved.**
- 4. What has the project revealed about the organization's capacity to address the identified CCPD goals outlined in the contract?**

Certification: I have reviewed the above financial and program requirements. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.

Name:

Date:

Title:

**Exhibit G:
Crime Control and Prevention District
CORRECTIVE ACTION PLAN**

In order to complete this form, please pull out the finalized Monitoring Results. Please detail the intended actions and timeline in which corrective action will be completed. It is advisable that all corrections to procedure be formalized by a policy document approved by the governing board. Additional Instructions are below.

ITEM ID	MONITORING FINDING	CORRECTIVE ACTION	RESPONSIBLE PERSON	TARGET COMPLETION DATE
SECTION - 7 FIN - 1 PERS - 2 ADM - 3	List the CCPD Improvement Comment here	Detail the corrective action to be taken.	Designate a person to ensure completion	Designate a target date to complete the action

Authorized Representative Signature

Date

Name of Authorized Representative – *Please Print*