

**FOURTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**DUPLICATE
ORIGINAL**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2026, the City shall pay the TAG Center Administrator **\$201,461.00** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **\$16,788.42**, plus **\$75.00** per month cell phone allowance. Equal installments of **\$16,863.42** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of February 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: 
Paulette Hartman, City Manager

Date: 2/9/24

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name Kevin Scott McRory

APPROVED AS TO FORM:

Date: 12/23/2025

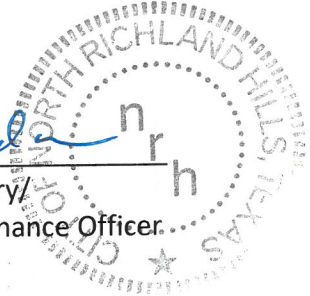
By: 
Bradley A. Anderle, City Attorney

Date: 2/9/2026

ATTEST:

By: 
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/10/2026



NRH Council Action Y/N

Date Approved 2-9-2026

Agenda No. B.5

Ord / Res No. _____

THIRTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2025, the City shall pay the TAG Center Administrator **\$199,461.60** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of **\$16,621.80**, plus **\$75.00** per month cell phone allowance. Equal installments of **\$16,696.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of August 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: 
Paulette Hartman, City Manager

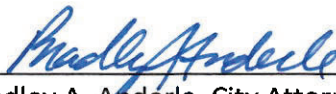
Date: 8/27/25

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name Kevin Scott McRory

Date: 08/01/2025

APPROVED AS TO FORM:

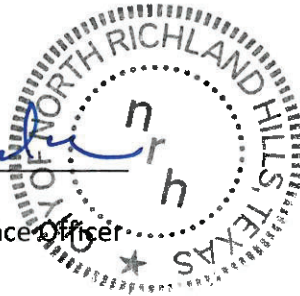
By: 
Bradley A. Anderle, City Attorney

Date: 8/25/25

ATTEST:

By: 
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/28/2025



NRH Council Action (Y) 11

Date Approved 8.25.2025

Agenda No. B.3

Ord / Res No. _____

**TWELFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Administrator;

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

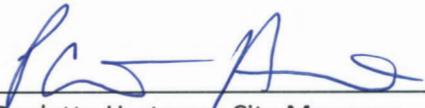
Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2025, the City shall pay the TAG Center Administrator **\$193,596.00** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **\$16,133.00**, plus **\$75.00** per month cell phone allowance. Equal installments of **\$16,208.00** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of January 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: 
Paulette Hartman, City Manager

Date: 1/29/25

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

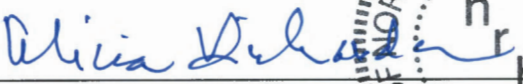
APPROVED AS TO FORM:

Date: 12/30/2024

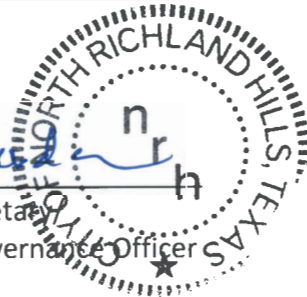
By: 
Bradley Anderle, City Attorney

Date: 1/27/25

ATTEST:

By: 
Alicia Richardson, City Secretary
Chief Governance Officer

Date: 1/29/2025



NRH Council Action Y/N
Date Approved 1.27.2025
Agenda No. B.2
Ord / Res No. _____

**ELEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Administrator;

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

Section 1. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2024, the City shall pay the TAG Center Administrator **\$189,837.70** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of **\$15,819.80**, plus **\$75.00** per month cell phone allowance. Equal installments of **\$15,894.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of August 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: 
Paulette Hartman, City Manager

Date: 8/16/24

By: 
Texas Anti-Gang Center Administrator

Print Name KEVIN SCOTT MCRORY

Date: 07/18/2024

APPROVED AS TO FORM:

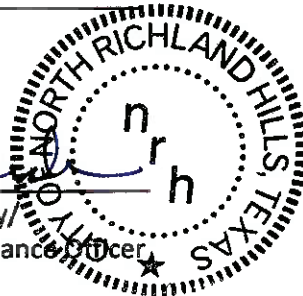
By: 
Cara Leahy White
Interim City Attorney

Date: _____

ATTEST:

By: 
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/20/2024



NRH Council Action (Y)/N

Date Approved 8.12.2024

Agenda No. B.4

Ord / Res No. _____

**TENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**DUPLICATE
ORIGINAL**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2024, the City shall pay the TAG Center Administrator **\$189,837.70** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **\$15,819.80**, plus \$75.00 per month cell phone allowance. Equal installments of **\$15,894.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of January 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Date: 1/23/2024

Print Name K. Scott McRory

APPROVED AS TO FORM:

Date: 12/29/2023

By: Maleshia B. McGinnis
Maleshia B. McGinnis, City Attorney

Date: 1/23/24

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/24/2024

NRH Council Action Y/N

Date Approved: 1/22/2024

Agenda No. B.4

Ord / Res No. _____

**NINTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**DUPLICATE
ORIGINAL**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2023, the City shall pay the TAG Center Administrator \$180,541.40 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for 4 months. The City shall pay the TAG Center Administrator monthly payments of \$15,045.12, plus \$75.00 per month cell phone allowance. Equal installments of \$15,120.12 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of August 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 8/30/2023

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 08/09/2023

APPROVED AS TO FORM:

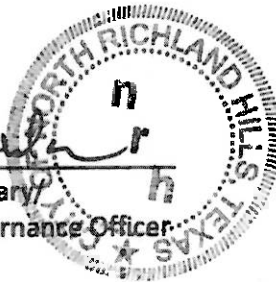
By: Maleshia B. McGinnis
Maleshia B. McGinnis, City Attorney

Date: 8/29/23

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/30/2023



NRH Council Action Y/N

Date Approved 8/28/23

Agenda No. B.5

Ord / Res No. _____



**EIGHTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2022 – December 31, 2022, to include 30% fringe and the 2023 Dallas-Fort Locality Pay GS 14-3, January 1, 2023 – August 31, 2023, to include 30% fringe, for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2023, the City shall pay the TAG Center Administrator \$171,607.12 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, pro-rated for eight months. The City shall pay the TAG Center Administrator monthly payments of \$14,300.59, plus \$75.00 per month cell phone allowance. Equal installments of \$14,375.59 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.



IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of January, 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Date: 01-12-2023

Print Name K. Scott McRory

APPROVED AS TO FORM:

Date: 12/16/2022

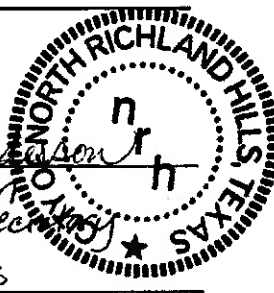
By: Maleshia McGinnis
Maleshia McGinnis, City Attorney

Date: 1/11/23

ATTEST:

By: Traci Henderson
Traci Henderson
Assistant City Secretary

Date: 1-12-2023



NRH Council Action (Y)/M

Date Approved 01/09/2023

Agenda No. B.7

Ord / Res No. _____

**SEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2022 – August 31, 2023, to include 30% fringe for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2022, the City shall pay the TAG Center Administrator \$167,257.83 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe. The City shall pay the TAG Center Administrator monthly payments of \$13,938.15, plus \$75.00 per month cell phone allowance. Equal installments of \$14,013.15 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of August 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: August 24, 2022

APPROVED AS TO FORM:

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 07/25/2022

By: Mareshia McGinnis
Mareshia McGinnis, City Attorney

Date: August 24, 2022

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: August 24, 2022

City Council Action YH

Date Approved: 8-22-2022

Agenda No. B.5

Ord / Res No. ---

DUPLICATE
ORIGINAL

**SIXTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2022, the City shall pay the TAG Center Administrator \$167,257.83 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of \$13,938.15, plus \$75.00 per month cell phone allowance. Equal installments of \$14,013.15 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 10th day of January 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

By: KSR
Texas Anti-Gang Center Administrator

Date: January 12, 2022

Print Name K. Scott McRory

APPROVED AS TO FORM:

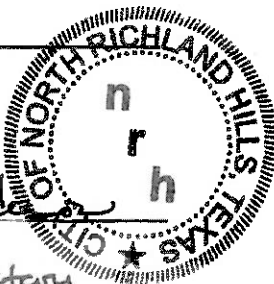
Date: 01/04/2022

By: Maleshia McGinnis
Maleshia McGinnis, City Attorney

Date: 1/11/22

ATTEST:

By: Traci Henderson
Traci Henderson
Assistant City Secretary



Date: January 12, 2022

2022 City Council Agenda 01
Date Approved 1-10-2022
Agenda No. B4
Ord / Res No. —

**FIFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Administrator;

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

Section 1. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2021, the City shall pay the TAG Center Administrator \$162,745.70 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of \$13,562.14, plus \$75.00 per month cell phone allowance. Equal installments of \$13,637.14 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of September, 2021, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Date: September 16, 2021

Print Name K. Scott McRory

APPROVED AS TO FORM:

Date: 08/10/2021

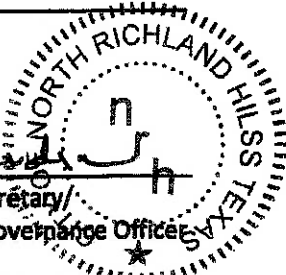
By: M. McGinnis
Maleshia McGinnis, City Attorney

Date: 9/15/21

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: September 16, 2021



NRH Council Action Y/N

Date Approved 9-13-2021

Agenda No. B.7

Ord / Res No. —

**FOURTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**DUPLICATE
ORIGINAL**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2, September 1, 2020 - December 31, 2020, and the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-2, January 1, - August 31, 2021, to include 30% fringe for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2021, the City shall pay the TAG Center Administrator \$157,660.10 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of \$13,138.34, plus \$75.00 per month cell phone allowance. Equal installments of \$13,213.34 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of February 2021, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Date: February 22, 2021

Print Name K. Scott McRory

APPROVED AS TO FORM:

Date: 01/27/2021

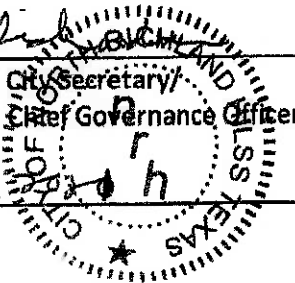
By: Maleshia McGinnis
Maleshia McGinnis, City Attorney

Date: 2/22/2021

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/22/2021



North Council Action (Y) N

Date Approved 2-8-2021

Agenda No. B.2

Ord / Res No. —

**THIRD AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT**

**DUPLICATE
ORIGINAL**

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the current 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2020, the City shall pay the TAG Center Administrator \$156,099.00 annually, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of \$13,008.25, plus \$75.00 per month cell phone allowance. Equal installments of \$13,083.25 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of December 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: 
Paul H. Hartman, Deputy City Manager

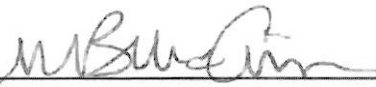
Date: 12/16/20

APPROVED AS TO FORM:

By: 
Texas Anti-Gang Center Administrator

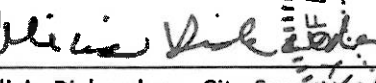
Print Name K. Scott McRory

Date: 11-12-2020

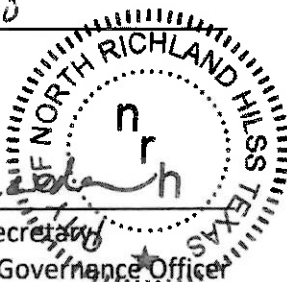
By: 
Maleshia McGinnis, City Attorney

Date: 12/15/2020

ATTEST:

By: 
Alicia Richardson, City Secretary
Chief Governance Officer

Date: 12/16/2020



NRH Council Action Y M

Date Approved 12-14-2020

Agenda No. B.8

Ord / Res No. —

AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the General Services Administration (GSA) Salary Table for DFW increased 3.24% effective January 1, 2020; and,

WHEREAS, the FY20 Texas Anti-Gang Program (TAG) Grant #2848905 budget includes a compensation increase equivalent to the current GSA rate for the TAG Center Administrator;

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

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2020, the City shall pay the TAG Center Administrator \$151,063.90, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-1 to include 30% fringe, prorated for 8 months. The City shall pay the TAG Center Administrator monthly payments of \$12,663.66, which includes \$75 per month cell phone allowance. The total compensation shall be \$151,963.90 annually. Equal installments of \$12,663.66 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of March 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: March 5, 2020

APPROVED AS TO FORM:

By: Maleshia McGinnis
Maleshia McGinnis, City Attorney

Date: 3/3/2020

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Attorney City Secretary

Date: 3/5/2020

NRH Council Action ☒ IN

Date Approved 3-2-2020

Agenda No. B.6

Ord / Res No. —

FOR TEXAS ANTI-GANG CENTER ADMINISTRATOR

THE STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

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

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

I.
GENERAL PROVISIONS

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

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

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

II. MISCELLANEOUS PROVISIONS

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

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

If to the City:

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

If to the TAG Administrator:

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

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

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

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

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

- 2.12 **Rules of Construction.** This Contract shall not be construed against the drafting party, but all other rules of contract construction shall apply.
- 2.13 **Compliance with Grant Requirements.** This Contract shall in all aspects, comply with the Office of the Governor Public Safety Office, Criminal Justice Division & Homeland Security Grants Division Grantee Standard Conditions and Responsibilities.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

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

Date: August 14, 2019

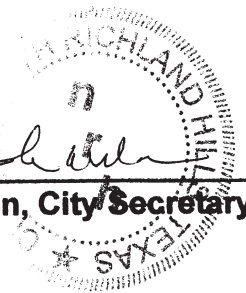
APPROVED AS TO FORM:

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

Date: 8/13/19

ATTEST:

Alicia Richardson
Alicia Richardson, City Secretary



TEXAS ANTI-GANG ADMINISTRATOR:

Kevin Scott McChorney
KEVIN SCOTT MCCHORNEY
Printed Name

Date: 07/23/2019

NRH Council Action ☒ **IN**

Date Approved 8-12-19

Agenda No. B.3

Ord / Res No.