

**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 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, 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.

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

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: \_\_\_\_\_  
Mark Hindman, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maleshia McGinnis, City Attorney

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 08/10/2021