

**MEMORANDUM OF AGREEMENT**  
**Between the City of North Richland Hills and**  
**The Department of Public Safety of the State**  
**of Texas for Reimbursement of Overtime**  
**Salary Costs Associated with the**  
**North Texas Anti-Gang Center Task Force**

**I. PURPOSE**

This Memorandum of Agreement, hereinafter referred to as "MOA," is made between the City of North Richland Hills, hereinafter referred to as "NRH," and the Department of Public Safety of the State of Texas, hereinafter referred to as "DPS" for the purpose of reimbursement of overtime salary costs directly related to work performed by the DPS officer(s) in providing resources to assist the North Texas Anti-Gang Center Task Force, hereinafter referred to as "TAG."

**II. CONDITIONS AND PROCEDURES**

- A. DPS will be responsible for making payments of overtime to its officer(s) during the period of assignment to TAG. Subject to availability of funds and to the extent they are included in TAGs approved fiscal year budget, NRH will reimburse DPS for overtime payments made by DPS to its officer(s) assigned to TAG investigations/ assignments, up to a maximum sum equivalent to 25 percent of the salary of a GS-12, Step 1-RUS Employee or any maximum amount less than this as approved by the TAG Board of Directors. Overtime costs will not include benefits such as paid annual leave, compensatory leave, sick leave, holiday leave or retirement. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the TAG Administrator.
- B. DPS will submit all requests for reimbursable payments, together with the appropriate documentation as to time and activity reports, to the TAG Administrator by the 10<sup>th</sup> day of each subsequent month that the agency is seeking reimbursement. DPS will submit the request for reimbursement via email to [TAGAdmin@texomahidta.org](mailto:TAGAdmin@texomahidta.org) or mail to the following address: North Texas TAG, Attn: Scott McRory 8404 Esters Blvd. Suite 100, Irving, Texas 75063.
- C. Circumstances of this MOA deem DPS to be a single source provider of the services for their employees covered under this agreement.

**III. DURATION**

The term of this MOA will be effective from the date of execution and will remain in effect until August 31, 2020. However, NRH and DPS agree that performance began on September 1, 2019, and that a subsequent effective date does not prevent DPS from drawing down grant funds under this MOA. This MOA may be modified or terminated by either one of the parties by mutual consent. Billing for all outstanding obligations must be received by NRH within 60 days of the date of termination of this agreement. NRH will be responsible only for obligations incurred by DPS during the term of this MOA.

IN WITNESS WHEREOF, the following authorized representatives execute this agreement:

**City of North Richland Hills**

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

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

**Attest:**

\_\_\_\_\_  
Alicia Richardson, City Secretary

Approved as to Form:

\_\_\_\_\_  
Maleshia McGinnis, City Attorney

**Department of Public Safety**

DocuSigned by:  
*Randall Prince*  
BY: \_\_\_\_\_  
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Randall B. Prince, Deputy Director,  
Law Enforcement Operations

Date: 05/22/2020  
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OGC Reviewed