

MEMORANDUM OF AGREEMENT
Between the City of North Richland Hills and the Texas Department of Public Safety
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 this 1st day of September, 2017 between the City of North Richland Hills, hereinafter referred to as "NRH," and the Texas Department of Public Safety, 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 TAG's 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 10th day of each subsequent month that the agency is seeking reimbursement. DPS will submit the request for reimbursement via email to TAGAdmin@texomahidta.org or mail to the following address: North Texas TAG, Attn: Todd Reichert 8404 Esters Blvd. Suite 100, Irving, Texas 75063.
- C. DPS agrees that an authorized official will execute and return to NRH the attached Vendor Information Form, W-9 and ACH Request to facilitate reimbursable payments. 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 shall be effective from the date in paragraph one and will remain in effect until August 31, 2018. 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

Texas Department of Public Safety

BY: _____
Mark Hindman, City Manager

BY: Thomas S. Ruocco
Tom Ruocco, Director Criminal Investigations Division

Date: _____

Date: 4-18-18

Attest:

Alicia Richardson, City Secretary

Approved as to Form:

Maleshia McGinnis, City Attorney