MEMORANDUM OF AGREEMENT Between the City of North Richland Hills and the City of Arlington 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 entered into by the City of North Richland Hills, hereinafter referred to as "NRH," and the City of Arlington, hereinafter referred to as "Arlington," for the purpose of reimbursement of overtime salary costs directly related to work performed by the Arlington 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. Arlington 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 Arlington for overtime payments made by Arlington 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. Arlington 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 or by no later than thirty (30) days after the overtime was earned. Arlington will submit the request for reimbursement via email to <u>TAGAdmin@texomahidta.org</u> 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 Arlington 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 Arlington agree that performance began on September 1, 2019, and that a subsequent effective date does not prevent Arlington 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 Arlington during the term of this MOA.

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

City of North Richland Hills

City of Arlington

Printed Name and Title Kevin Kolbye, Assistant Chief

Date: <u>August 13, 2020</u>

BY _____ Mark Hindman, City Manager

Date: _____

Attest:

Alicia Richardson, City Secretary

Approved as to Form:

Maleshia McGinnis, City Attorney