



# City of McAllen

## RGV TAG

**TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS  
MEMORANDUM OF UNDERSTANDING (MOU) AND POLICY  
BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-  
GANG (TAG) CENTER RIO GRANDE VALLEY**

March 28, 2023

Addendum To  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-**  
**GANG (TAG) CENTER RIO GRANDE VALLEY**

**Purpose.**

1. This Addendum amends, modifies, and revises the Memorandum of Understanding Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley;
2. This Addendum sets forth the policies, terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to TRANSFER and RECEIPT of equipment purchased with State and/or Federal grant funds; and
3. Policies herein, including transfer and receipt of equipment, duration, certification, sub-recipient responsibilities, and receiving agency/jurisdiction responsibilities shall apply to transfer and receipt of equipment.

**Transfer and Receipt of Equipment.**

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to transfer and receipt of equipment purchased with State and/or Federal grant funds agree that:

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between the City of McAllen, Sub-Recipient, and the \_\_\_\_\_, Receiving Jurisdiction/Agency, in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

**Duration.**

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

**Certification.**

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

**Transfer and Receipt of Equipment Policy:**

Sub-Recipient: The City of McAllen.

Receiving Jurisdiction/Agency (Partner/Participating Agency): \_\_\_\_\_

Certification Requirements: The receiving entity shall certify that it meets the following requirements.

- Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.
- Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.
- Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered Funding Announcement: FY23 TAG Page 3 | 4 eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
- Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law

Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

- Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
- Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>: and
- All law enforcement agencies receiving an award under this grant must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedure. Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds

#### Transfer of Equipment Procedure.

- The Receiving Jurisdiction/Agency shall submit a request for transfer of equipment purchased with State and/or Federal grant funds that is intended for assignment to that participating agency.
- Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of the transfer and receiving partner/participating agency.
- The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
- The City of McAllen further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
- The Receiving Jurisdiction/Agency shall certify that it is duly authorized and empowered by the Receiving Jurisdiction/Agency's governing body to enter into this agreement.

#### Required partner/participating agency participation under MOU.

- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG Supervisor's Work Group.
- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG as Participating Agency Personnel.
- The partner/participating agency personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley shall perform not less than 50% of his/her duties at the Texas Anti-Gang (TAG) Center Rio Grande Valley.
- The partner/participating agency shall use equipment transferred pursuant to this MOU for the use and benefit of all TX RGV TAG participating agencies.

Failure to abide by Transfer and Receipt of Equipment MOU.

- Failure to abide by Transfer and Receipt of equipment policy and responsibilities pursuant to this MOU may result in a request by the Sub-recipient to return transferred equipment to the Sub-recipient.

**Equipment being transferred:**

*(Note: When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)*

Item Description: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_  
Serial Number/VIN: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Acquisition Date: \_\_\_\_\_  
Unit Cost/Fair Market Value: \_\_\_\_\_  
% of Cost Federally Funded: 100% \_\_\_\_\_  
Grant Year/Program: TX FY '23 \_\_\_\_\_  
FAIN: \_\_\_\_\_  
eGrants Grant Number: 3060508 \_\_\_\_\_

**Sub-recipient Responsibilities:**

The Sub-recipient agrees to: Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt.

**Receiving Jurisdiction/Partner Agency Responsibilities:**

The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient, City of McAllen, is notified when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section .32 (e) Disposition;
  - This notification shall be in the form of email or regular mail to the City of McAllen through and including ALL the following persons:
    - Victor Rodriguez, City of McAllen Police Department.
      - [vrodriguez@mcallennpd.net](mailto:vrodriguez@mcallennpd.net)
      - 1601 N. Bicentennial Blvd. McAllen, Texas 78501.
    - Yvette M. Balderas, City of McAllen Grants Administration.
      - [ybalderas@mcallen.net](mailto:ybalderas@mcallen.net)
      - 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
    - Sergio Villasana, City of McAllen Finance Department.

- [svillasana@mcallen.net](mailto:svillasana@mcallen.net)
- 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the subject matter and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU and addendum may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU and addendum shall not have any effect on the balance thereof.

It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and addendum and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU and addendums. Rather, the terms of this MOU and addendums shall be interpreted to its fair meaning and not strictly in favor or against either party.

**Certified & Agreed by:**

City of McAllen  
Name of Sub-Recipient

1601 N. Bicentennial Blvd.  
Street/Mailing Address, City, County, Zip

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Certified & Agreed by:**

\_\_\_\_\_  
Name of Receiving Jurisdiction/Agency

\_\_\_\_\_  
Street/Mailing Address, City, County, Zip

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Date of Transfer:** \_\_\_\_\_

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title



# City of McAllen

## RGV TAG

**TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS  
BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-  
GANG (TAG) CENTER RIO GRANDE VALLEY**

March 28, 2023

APPENDED ATTACHMENT

TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS  
BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-  
GANG (TAG) CENTER RIO GRANDE VALLEY

Equipment being transferred:

Item Description: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_  
Serial Number/VIN: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Acquisition Date: \_\_\_\_\_  
Unit Cost/Fair Market Value: \_\_\_\_\_  
% of Cost Federally Funded: 100%  
Grant Year/Program: TXFY '23  
FAIN: \_\_\_\_\_  
eGrants Grant Number: 3060508

Item Description: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_  
Serial Number/VIN: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Acquisition Date: \_\_\_\_\_  
Unit Cost/Fair Market Value: \_\_\_\_\_  
% of Cost Federally Funded: 100%  
Grant Year/Program: TXFY '23  
FAIN: \_\_\_\_\_  
eGrants Grant Number: 3060508

Item Description: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_  
Serial Number/VIN: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Acquisition Date: \_\_\_\_\_  
Unit Cost/Fair Market Value: \_\_\_\_\_  
% of Cost Federally Funded: 100%  
Grant Year/Program: TX FY '23  
FAIN: \_\_\_\_\_  
eGrants Grant Number: 3060508

Item Description: \_\_\_\_\_  
Inventory Number: \_\_\_\_\_  
Serial Number/VIN: \_\_\_\_\_  
Model Number: \_\_\_\_\_  
Acquisition Date: \_\_\_\_\_  
Unit Cost/Fair Market Value: \_\_\_\_\_  
% of Cost Federally Funded: 100%  
Grant Year/Program: TX FY '23  
FAIN: \_\_\_\_\_  
eGrants Grant Number: 3060508

**Certified & Agreed by:**

City of McAllen  
Name of Sub-Recipient

1601 N. Bicentennial Blvd.  
Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

**Certified & Agreed by:**

Name of Receiving Jurisdiction/Agency

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

**Date of Transfer:**

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title

Item Description: L6Q  
Inventory Number:  
KIT Number: 60100-601899  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0797  
SIM PHONE #: 9565959470

Inventory Number:  
KIT Number: 60100-601900  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0809  
SIM PHONE #: 9565959471

Inventory Number:  
KIT Number: 60100-601905  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0811  
SIM PHONE #: 9565959472

Inventory Number:  
KIT Number: 60100-601914  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0836  
SIM PHONE #: 9565959473

Inventory Number:  
KIT Number: 60100-601916  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0845  
SIM PHONE #: 9565959474

Inventory Number:  
KIT Number: 60100-601917  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0851  
SIM PHONE #: 9565959475

Inventory Number:  
KIT Number: 60100-601920  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0871  
SIM PHONE #: 9565959476

Item Description: L6Q  
Inventory Number:  
KIT Number: 60100-601923  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0884  
SIM PHONE #: 9565959477

Inventory Number:  
KIT Number: 60100-601925  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0886  
SIM PHONE #: 9565959478

Inventory Number:  
KIT Number: 60100-601926  
SOLAR PANEL SERIAL #: CK7CD12FBQAH0891  
SIM PHONE #: 9565959479

Item Description: M500 ICV/LPR  
Inventory Number:  
DVR-M5-3CAM-SSD Serial #: M500-007316  
DIS-M5-REP Serial #: M5D1-012436  
CAM-5M-FWD-MNT Serial #: M5F1-016449  
CAM-5M-PAS-MNT Serial #: M5P1-006140  
SIM PHONE #: 9566629598

Inventory Number:  
DVR-M5-3CAM-SSD Serial #: M500-007364  
DIS-M5-REP Serial #: M5D1-012445  
CAM-5M-FWD-MNT Serial #: M5F1-016473  
CAM-5M-PAS-MNT Serial #: M5P1-006359  
SIM PHONE #: 9566629601

Inventory Number:  
DVR-M5-3CAM-SSD Serial #: M500-007385  
DIS-M5-REP Serial #: M5D1-012460  
CAM-5M-FWD-MNT Serial #: M5F1-015123  
CAM-5M-PAS-MNT Serial #: M5P1-010154  
SIM PHONE #: 9566629602







Inventory Number:  
DVR-M5-3CAM-SSD Serial #: M500-007305  
DIS-M5-REP Serial #: M5D1-016166  
CAM-5M-FWD-MNT Serial #: M5F1-015080  
CAM-5M-PAS-MNT Serial #: M5P1-006059  
SIM PHONE #: 9566629603

Item Description:	<u>TRAILER - L5M</u>
Inventory Number:	
Trailer Serial Number:	<u>MISSPD 1</u>
CDM-2-55-L5M Serial #:	<u>17462500128</u>
VLP-5200F Serial #:	<u>522211240103</u>
Camera VSR-60-925-1 Serial #:	<u>60925-00958</u>
Camera VSR-60-925-2 Serial #:	<u>60925-00956</u>
SIM PHONE #:	<u>9564500531</u>

Item Description:  
Inventory Number:  
CAB-M5-INST-KIT  
WGA00750-KIT  
BRK-WRL-MIC-402  
WGP02225-201  
WGA00510-005  
VIS-300-VEH  
HDW-ETH-SPS-M5  
BRK-M5-CNSL-001  
BRK-4RE-DCM-FE4

MATERIAL

M500 INSTALL KIT CBLs, BRKTS, GPS, CABMIC KIT - 4 Total  
HiFi Microphone Kit, Bluetooth - 4 total  
Bracket, HiFi Microphone, Universal - 4 total  
BRKT HiFi Mic (used with - 100-102-200 - 4 total  
Cable Assembly, DVR to Hi-Fi MIC, 180" - 4 total  
V300, WiFi Dock, D330 Vhcl Chgr/Upld Kit - 4 total  
Smart PoE Switch (SPS), M500 - 4 total  
Install Kit, M500 DVR, Console Mount - 4 total  
BrktRE Disp/VISTA/CamVr Post 2020+Expl - 4 total

PKG	VIGILANT - LPR SYSTEM / SOFTWARE TYPE	TYPE	LINK	EST	EST Total Cost for 5 Years
1	<b>Mobile Video with LPR Package</b> 1 Camera Front / 1 Rear Seat - M500 Accessories Kit Installation Field Commissioning Training NOTES:		 IN-CAR INTERCEPTOR	4	\$ 60,720.00
2	<b>Deployable - Pole Mounted Package</b> 1 Camera - L6Q Camera # 1 - 16 mm Lens VLP Processor Unit CarDetector Mobile LPR Software Application for MDC Unit Accessories Kit Installation Field Commissioning Training NOTES:		 QUICK DEPLOY	10	132,000.00
3	<b>Trailer - Radar / Speed Package</b> 2 Camera - L5M NOTES:		 TRAILER	1	55,350.00
<b>TOTAL</b>					\$248,070.00

