



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 City of Mission/Police Department, 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): City of Mission/Police Department.

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: _STANAG 4569 Level II Roshel Senator APC_
Inventory Number: _AO1819_____
Serial Number/VIN: _1FDF66LT3PDA15981_____
Model Number: _F600_____
Acquisition Date: ___11/13/2023_____
Unit Cost/Fair Market Value: _\$355,700.00_____
% 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@mcallenpd.net
 - 1601 N. Bicentennial Blvd. McAllen, Texas 78501.
 - Yvette M. Balderas, City of McAllen Grants Administration.
 - ybalderas@mcallen.net
 - 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
 - Sergio Villasana, City of McAllen Finance Department.

- 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:

 City of Mission/Police Department
 Name of Receiving Jurisdiction/Agency

 1200 E. 8th Mission, Texas 78522
 Street/Mailing Address, City, County, Zip

Cesar Torres *Chief of Police*

 Printed Name and Title

CT

 Signature

3-8-24

 Date

Date of Transfer: _____

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title



Mayor Javier Villalobos
 Mayor Pro Tem/Commissioner Joaquin Zamora
 Commissioner Tony Aguirre, Jr.
 Commissioner J. Omar Quintanilla

Commissioner Rodolfo "Rudy" Castillo
 Commissioner Victor "Seby" Haddad
 Commissioner Pepe Cabeza de Vaca
 City Manager Roel "Roy" Rodriguez, P.E.

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, APRIL 10, 2023 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501

<https://zoom.us/j/5087553077?pwd=TjduYjR4U2I3cWU1NjlsZzlsM2hJUT09>

Members of the public that wish to listen to the meeting can log in to the virtual Zoom meeting or dial (346) 248-7799 US (Houston) Meeting ID: 508 755 3077 Passcode: 878576.

Individuals that wish to participate in the meeting or comment on an agenda item should call (956) 681-1020 by 3:30 pm. Any individual dialing in acknowledges his or her phone number may be visible to the public.

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Javier Villalobos

PLEDGE OF ALLEGIANCE - Mayor Javier Villalobos

INVOCATION - Mayor Pro Tem Joaquin Zamora

PRESENTATION - It's Time Texas Community Challenge Award-Xochitl Mora

PROCLAMATION - CDBG Week and Fair Housing Month-Yvette Balderas

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 5:00pm).

1. PUBLIC HEARING:

- A) ROUTINE ITEMS: (All Rezoning and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)**

- C) Consideration and Approval of Change Order No. 4 & Final for MYBC Parking Lot Project. **APPROVED**
- D) Consideration and Authorization of a contract amendment to sunset the contract with the McAllen Chamber of Commerce for the American Rescue Plan Act (ARPA) Small Business Program. **APPROVED**
- E) Resolution to authorize the submission of a grant application to the Office of the Attorney General of Texas, Crime Victim Services Division, for funding under the Fiscal Years 2024-2025 Victim Coordinator and Liaison Grant Program. **APPROVED**
- F) **Consideration and Approval of Transfer of Equipment Purchased with Grant Funds Memorandum of Understanding and Policy between the Constituent Agencies of the Texas Anti-Gang Center Rio Grande Valley. APPROVED**
- G) Consideration and Approval of Interlocal Cooperation for the continued operation of the Texas Transnational Intelligence Center (TTIC). **APPROVED**
- H) Award of Contract for City of McAllen Employee Basic Life, Voluntary Life and Disability Plans. **AWARDED TO LINCOLN FINANCIAL**
- I) Award of Contract for City of McAllen Employee Dental Plan. **AWARDED TO DELTA DENTAL**
- J) Award of Contract for City of McAllen Employee Vision Plan. **AWARDED TO DAVIS VISION**
- K) Discussion and Possible action to Approve Delinquent Tax Service Agreement with Linebarger Goggan Blair & Sampson, LLP. **APPROVED**
- L) Discussion and possible action to Approve Resolution regarding Linebarger Goggan Blair & Sampson, LLP Delinquent Tax Service Agreement pursuant to Tex. Gov't Code Section 2254.1036 and Notice Provided to the Public for legal services necessary to collect delinquent property taxes. **APPROVED**
- M) **CONSENT COOP PURCHASES**
 - 1. Award of Contract for the Purchase of one (1) current year model roll-off refuse truck through cooperative pricing. **AWARDED TO CHASTANG ENTERPRISES, INC.**
 - 2. Award of Contract for Library AV Upgrades through BuyBoard. **AWARDED TO AISYS CONSULTING, LLC**
- N) **Approval of Tax Refunds over \$500.00. APPROVED**
 - 1. Adryca Properties LLC (2 refunds)
 - 2. Autozone Parts Inc.
 - 3. Bam River Valley LP
 - 4. Chic Fil A Inc.
 - 5. Costco Wholesale Logistics #4087
 - 6. Kare Landholdings LLC
 - 7. LKQ Central Inc.
 - 8. McAllen GSA LLC
 - 9. McAllen TX I MG LLC
 - 10. North Villa Cantera LLC
 - 11. Gillespie, Jon H
 - 12. Mahler, Robert W & Guadalupe
 - 13. Martinez, David A Jr. & Maria J
 - 14. Huntington National Bank
 - 15. Lereta LLC
 - 16. Wonderful Citrus Packing LLC