

STATE OF TEXAS

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COUNTY OF HIDALGO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT  
FOR THE USE OF THE CITY OF EDINBURG'S RADIO TRUNKING SYSTEM**

THIS Memorandum of Understanding ("MOU") is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT AND THE CITY OF EDINBURG, TEXAS**, as follows:

**WITNESSETH:**

**WHEREAS**, the City of Edinburg ("Edinburg") owns and operates a M/A-COM radio EDACS system (the "Radio System") with sufficient capacity to allow the Hidalgo County Juvenile Probation Department (the "Juvenile Center") up to thirty one (31) radios belonging to the Juvenile Center to be added as subscriber units on said Radio System;

**WHEREAS**, Juvenile Center desires to contract with Edinburg for the use of the Radio System in order to maximize the use of resources available for emergency management;

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above, the parties do hereby agree as follows:

1. Edinburg agrees to assign two (2) talk groups (exclusive voice channels) of the Radio System to the Juvenile Center for use in the normal conduct of emergency management operations on Thirty-one (31) radios. This access is granted subject to the conditions stated herein and can be changed, limited or withdrawn by Edinburg upon One Hundred and Eighty (180) days notice.
2. The Juvenile Center shall purchase thirty-one (31) M/A COM radios compatible with the EDACS protocol and shall deliver such radios to Edinburg to be programmed and then returned to the Juvenile Center.
3. Edinburg agrees to set up, program and maintain the Radio System template and all relevant fleet data for subscriber access control. The template will include the Juvenile Center, the Juvenile Center's regional and BOC talkgroups (as described herein), and the NIPSPAC conventional 800 MHz frequencies.
4. As Edinburg's Radio System is upgraded and more channels are added to the system, more talkgroups may be added to the Juvenile Center as needed. However, Edinburg reserves the right to limit the number of talkgroups to prevent the Radio System from being overloaded. In addition to these talkgroups,

Edinburg will make available certain other talkgroups designated as "regional" and "EOC" for mutual aid interoperability for emergency operations.

5. Edinburg agrees to make all reasonable efforts to ensure the integrity and serviceability of the Radio System but does not guarantee 100 percent coverage. The Juvenile Center must determine and remain aware of the limitations of the system and agrees to develop an individual backup communications plan.
6. The Juvenile Center shall designate a person to be its point of contact. This person will be furnished with any necessary information regarding the Juvenile Center radio fleet and shall communicate regularly with Edinburg's Communication Technology Manager and the Communications Bureau Lieutenant. In the event that the Juvenile Center loses an EDACS radio, the Juvenile Center contact person shall inform the appropriate staff at Edinburg immediately.
7. The Juvenile Center staff will receive brief training and orientation from Edinburg on the basic features of the Trunking system and Edinburg's Mutual Aid Dispatch procedure. Should the Juvenile Center opt to use the Emergency Button feature, all users will be trained in Edinburg's backup procedure and the Juvenile Center will furnish Edinburg's Communication Bureau with contact information for emergency response.
8. The Juvenile Center agrees that it shall not allow any other entity to program any radios covered by this MOU while this Agreement is in effect.
9. The parties agree that the Juvenile Center will not be required to pay Edinburg an initial programming fee. However, in the event the Radio System template needs to be changed there will be a twenty-five dollar (\$25.00) programming fee per radio for subsequent programming. The Juvenile Center agrees to pay a monthly Subscriber Fee of ten dollars (\$10.00) payable to Edinburg for each radio with access to the Radio System.
10. **Term and Termination.** Access to the Radio System by the Juvenile Center will begin when both parties have signed this MOU. The term of this MOU shall continue until terminated by either party with one hundred eighty (180) days notice. Upon termination, the Juvenile Center will make its radios available to Edinburg's Communication Technician to have the added features removed. Edinburg will then return the radios to the Juvenile Center with all the Juvenile Center's conventional features intact.
11. **Entire Agreement.** This MOU contains the entire agreement between the parties and no amendment or modification of this MOU shall be valid unless in writing signed by each party.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first

written above.

**CITY OF EDINBURG, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**HIDALGO COUNTY, TEXAS**

\_\_\_\_\_  
J.D. Salinas, III, County Judge

**HIDALGO COUNTY JUVENILE  
PROBATION DEPARTMENT**

\_\_\_\_\_  
Israel "Buddy" Silva, Jr., Director

**ATTEST:**

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Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

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By: Stephen L. Crain