

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN
VALLEY TELEPHONE COOPERATIVE, INC. AND
COUNTY OF HIDALGO, TEXAS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this the ____ day of _____, 2015, by and between **VALLEY TELEPHONE COOPERATIVE, INC.**, hereinafter referred to as “VTX1”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County,” and collectively referred to as the “Parties”:

WITNESSETH:

WHEREAS, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on television in an effort to allow the public more opportunities to view said meetings;

WHEREAS, VTX1 has the capabilities and desire to assist County in providing more viewing opportunities to the public by broadcasting recordings of the Hidalgo County Commissioners Court Meetings;

NOW THEREFORE, for and in consideration of the tasks performed by VTX1 and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, VTX1 and County hereby agree to the following:

1. VTX1 agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as “Recordings”) at no cost to the County.
2. County shall provide the Recordings twenty-four (24) hours prior to broadcast time to VTX1 in an edited/broadcast-ready media format in increments of fifteen (15) minutes.
3. VTX1 shall broadcast Recordings in their entirety on Thursday at 8:00 a.m. on television.
4. In the event that the Recordings require more than three (3) hours to broadcast in their entirety, VTX1, in their sole discretion, may broadcast the Recordings on an alternate date and/or time.
5. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.

6. VTX1 and County hereby agree that the term of this MOU shall be for six (6) months; however, the period may be extended for an additional six (6) month term upon mutual agreement by both parties, unless this MOU is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the MOU for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this MOU by providing thirty (30) days written notice. In the event that VTX1 terminates this MOU, VTX1 shall continue to provide the services herein until either an agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever is earlier.
7. As a condition of this MOU, VTX1 shall hold and maintain throughout the term of this MOU all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings.
8. VTX1 agrees to indemnify and hold County harmless from any loss, costs, liabilities, or damages that are incurred by County which are attributable to the acts or omissions of VTX1 or the acts or omissions of VTX1's employees, agents, or other representatives, including violations of any law or regulation related to VTX1's duties under this MOU.
9. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
10. This MOU shall not be assignable in whole or in part by either party without prior written consent of the other party.
11. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: Ramon Garcia, County Judge
 300 W. University St.
 Edinburg, TX 78539

If to VTX1: Valley Telephone Cooperative, Inc.
 Attn: Dave Osborn, CEO
 881 East Hidalgo Avenue (Texas Highway 186)
 Raymondville, TX 78580

12. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. No waiver by any party hereto of any breach of any provision of this MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
14. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.
15. The execution and performance of this MOU by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this MOU constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

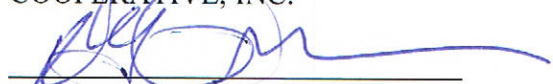
COUNTY OF HIDALGO, TEXAS

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

VALLEY TELEPHONE
COOPERATIVE, INC.



Dave Osborn, CEO

Approved by Commissioners Court on: _____

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____

Name:

Assistant District Attorney