

STATE OF TEXAS           §  
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COUNT OF HIDALGO      §

**MEMORANDUM OF AGREEMENT BETWEEN  
HIDALGO HCSO SHERIFF’S OFFICE AND JUSTICE ALERT TECHNOLOGY, LLC.**

This Memorandum of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between **HIDALGO COUNTY** by and through the Hidalgo HCSO Sheriff’s Office, hereinafter referred to as “HCSO”, with administrative offices located at 711 E. El Cibolo Rd., Edinburg, TX 78541, and the **JUSTICE ALERT TECHNOLOGY, LLC.**, herein referred to as “JAT”, located at 205 E. Expressway 83, Pharr, Texas 78577. Collectively referred to as the “Parties”.

**I. PURPOSE**

The purpose of this Agreement is to clearly identify roles and responsibilities of each of the Parties, as they relate to an initiative to assist victims of domestic violence. It is the intent of the Parties coordinates directly for benefit of domestic violence victims in need, by alerting the HCSO of a violation, imminent violation, and/or unlawful threat against a participating victim of domestic violence.

JAT has developed a computer program/software application, “App”, designed to run on a mobile device such as a phone, tablet, or other devices. The Victim Initiated Notification (VIN) App provides participating domestic violence victims with a platform by which they may send an immediate alert to a collaborating law enforcement entity of a violation, imminent violation, and or unlawful threat against the victim so that the law enforcement entity can respond immediately and/or enforce any Texas Penal Code violations(s), court order violation(s), or other applicable laws of the State of Texas.

Through this Agreement the Parties shall cooperate and develop the following:

The participation of HCSO in this initiative shall consist of the following:

1. Provide law enforcement assistance/response immediately upon receipt of an alert through the App, as initiated by the participating domestic violence victim’s use of the VIN within the jurisdiction of the HCSO.
2. Thereafter, the HCSO shall submit for review and follow-up each VIN to the HCSO Domestic Violence Unit for further investigation as applicable.

3. Facilitate the administration of VIN alerts outside of the HCSO jurisdiction, through the use of the HCSO telecommunications system to the law enforcement entity within the applicable jurisdiction.
4. Provide JAT with retrospective and prospective aggregate data for analysis and review on VIN alert assistance and response within the HCSO jurisdiction.

The participation of JAT in this initiative shall consist of the following:

1. JAT shall assist and train HCSO telecommunication personnel on processes and protocols for the use of the VIN alert App. Assist the HCSO in facilitating cooperation with other County of Hidalgo law enforcement jurisdictions.
2. Provide the HCSO information, including but not limited to contact, defendant criminal case information, pending court orders etc., for participating domestic violence victims of the VIN alert App program.
3. Manage and support the VIN App systems, for participating domestic violence victims and the HCSO telecommunications system, to ensure the App maintains operational proficiency for an "ALERT" to be sent through the Victim Initiated Notification (VIN) App when it is initiated, and for every instance that the victim may feel threatened or in fear of their safety.

## **II. TERM OR AGREEMENT**

The term of this Agreement will begin on the \_\_\_\_\_, 2021 and end on \_\_\_\_\_, 2022.

## **III. COMPENSATION**

HCSO will receive no reimbursement from JAT for any services provided. JAT will receive no reimbursement from HCSO for any services provided.

## **IV. CONFIDENTIALITY**

This collaborative work requires the mutual sharing of certain information made confidential by the HCSO and JAT, including but not limited to, reports, records, and information relating to criminal cases or suspected cases of domestic violence, victim personal information. This information is disclosed by HCSO and/or JAT only to assist JAT participating victims of domestic

violence; in compliance with any privacy, or statutory duties under applicable state and federal law.

HCSO requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement, therefore, HCSO and JAT; agree that:

1. The any and all confidential information shall be utilized or disclosed only for the purpose for which it was received.
2. The information shall be labeled as confidential as appropriate.
3. The confidential information shall be kept securely.
4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to this confidentiality agreement.
5. The confidential information shall not be disclosed to any other party or individual (other than the Parties as made part of this agreement) for any purposes whatsoever.
6. Any request for information, whether by public information request, subpoena, or inter-governmental law enforcement entity request, shall require immediate notice by each Party to the other Party of receipt thereof.

In addition, JAT shall not disclose, provide access to, or use any confidential information unless expressly authorized to do so by this confidential agreement. JAT agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this confidential Agreement.

## **V. NOTICES**

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

**TO JAT:**

Attn:   
205 E. Expressway 83  
Pharr, Texas 78577

**TO HCSO:**

Attn: Sheriff Eddie Guerra  
711 E. El Cibolo Rd.  
Edinburg, TX 78541

## **VI. TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

## **VII. LAW GOVERNING VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

## **VIII. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures under the law.

## **IX. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise, be assumed, or waived between the Parties as a result of the terms of this Agreement. This agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor JAT waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than the collaboration under this agreement between HCSO and JAT. It is expressly agreed that this Agreement and the performance by the Parties hereunder does not create any agency relationship or master-servant relationship that HCSO has no supervision of the performance of the services provided by JAT, and that JAT is an independent contractor under this Agreement.

Insurance. JAT will have in place sufficient insurance to cover the general activities in which JAT shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to County upon request.

**Indemnification. JAT shall protect, defend and hold the COUNTY, the HCSO and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation an defense thereof (including, but not limited to attorney’s fees, court costs and expert fees), of any nature whatsoever arising out of the use of any COUNTY and/or HCSO premises.**

### **XI. NONDISCRIMINATION**

JAT, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

### **XI. ADDITIONAL DOCUMETNS**

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

[SIGNATURE PAGE TO FOLLOW]

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

**JUSTICE ALERT TECHNOLOGY, LLC.**

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[NAME, TITLE]

**HIDALGO COUNTY TEXAS**

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Richard F. Cortez, Hidalgo County Judge

**ATTEST:**

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Arturo Guajardo, JR. Hidalgo County Clerk

**APPROVED AS TO FORM:**  
Office of Criminal District Attorney  
Ricardo Rodriguez

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By: Victor M. Garza  
Assistant District Attorney