

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO  
AND THE RIO GRANDE VALLEY AMATEUR RADIO CLUB**

This Memorandum of Understanding is made on this the \_\_\_\_ day of July 2021 by and between the COUNTY OF HIDALGO, Texas (hereinafter referred to as “COUNTY”) and the RIO GRANDE VALLEY AMATEUR RADIO CLUB (501C3) (hereinafter referred to as the “RGVARC”) as follows.

**WHEREAS**, the COUNTY, and the RGVARC desire to create this Memorandum of Understanding (“MOU”) for the performance of emergency management functions and/or services required or authorized by the Department of Homeland Security, or the laws of the State of Texas, under the terms and conditions prescribed in this MOU; and,

**WHEREAS**, the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and,

**WHEREAS**, both the COUNTY and the RGVARC named herein are desirous of entering into this MOU; and,

**NOW, THEREFORE**, the COUNTY and the RGVARC, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The RGVARC will use its best efforts as a volunteer organization to provide the following services for disaster victims when requested by an authorized representative of the COUNTY:

- Allow the COUNTY to use the RGVARC club call ND5N;
- Maintain in good standing, a valid amateur radio license and designated trustee.
- Provide licensed radio amateurs to activate and operate in the COUNTY as requested by the Hidalgo County Emergency Coordinator.
- Provide such other related services and assistance as is compatible with the Emergency Services function of radio amateurs.

2. The COUNTY will use its best efforts to:

- Provide a space in a COUNTY facility for RGVARC to place an amateur radio repeater;
- Allow the RGVARC owned repeater at an agreed upon COUNTY designated or owned facility to be connected to an existing COUNTY owned VHF duplexer, antenna and feed line where possible;
- Allow access for official representatives or RGVARC to the facility housing the repeater for installation, maintenance or removal as needed at an agreed location;

- Provide such other facilities, equipment, and/or other resources which, at the sole and complete discretion of the COUNTY, are compatible with this agreement and useful to the Emergency Operations of the COUNTY.

3. For purposes of this MOU, “disaster” shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestations, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Government Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action. “Amateur radio” shall refer to communications as authorized in Part 97.407 of the Federal Communications Commission (FCC) rules. “RACES” refers to Radio Amateur Civil Emergency Service. “ARES” refers to Amateur Radio Emergency Service. Texas Division of Emergency Management endorses amateur radio support for emergency operations through RACES, ARES, local amateur radio organizations and individual radio amateurs.

4. COUNTY will offer when possible any surplus radio equipment and or related items for example: used antennas, used coax cable, duplexers, or other surpluses of communication related items. RGVARC is a 501C3 organization and allowed donations primarily if it would improve communications during emergent events.

5. **Duration of MOU:** The term of this MOU is five (5) years from the date of signing and shall be renewed automatically for the same term unless notice of cancellation or withdraw is provided. Subsequent terms may be longer with the concurrence of all parties.

6. **Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU without cause or penalty, except as stipulated above, by transmitting a signed written statement to the other party. This MOU shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdraw from the withdrawing party.

7. **Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

For County of Hidalgo:

Richard Cortez  
County Judge  
County of Hidalgo  
505 S. McColl Rd  
Edinburg, TX 78539

For Rio Grande Valley  
Amateur Radio Club:

The Rio Grande Valley Amateur Radio Club  
Attn: Eduardo Olivarez  
President  
511 East 15<sup>th</sup> Street

Mission, TX 78572

8. **Capacity to Enter into Agreement:** The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity which they sign.

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

**Hidalgo County:**  
Richard Cortez  
County Judge  
County of Hidalgo  
505 S. McColl Rd.  
Edinburg, Texas 78539

**The Rio Grande Valley Amateur Radio Club**  
Eduardo Olivarez  
President  
511 East 15<sup>th</sup> Street  
Mission, Texas 78572

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor Garza, Asst. District Attorney