

MEMORANDUM OF UNDERSTANDING
County of Hidalgo and Rio Grande Valley Communications Group

This Memorandum of Understanding (“MOU”) is made and entered into by and between the County of Hidalgo, Texas (hereinafter “County”) and Rio Grande Valley Communications Group, a Texas non-profit corporation (hereinafter “RGVCG”), and collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, County owns and operates the Hidalgo County Courthouse on a parcel of real property and improvements including buildings and structures (“Courthouse”) in Edinburg, Texas; and,

WHEREAS, RGVCG is a Texas non-profit corporation voluntarily established by the following public agencies: Hidalgo County, Cameron County, Willacy County, McAllen, Edinburg, Pharr and Brownsville for the purpose of providing a forum for discussion, study, development, implementation, operation and maintenance of a consolidated regional public safety services communications system for the mutual benefit of its membership consisting of public agencies which includes a county, home rule or general law city, independent school district, public junior college district, emergency services district, a public state university, special district, authority or other entity defined as a political subdivision under the laws of the State of Texas; and,

WHEREAS, RGVCG desires to obtain ingress and egress together with non-exclusive use of an access and utility easement at the Courthouse; and,

WHEREAS, a cooperative relationship between the Parties will enhance public safety radio communications for public agencies and the County is committed to supporting regional public safety communications; and,

WHEREAS, the Parties desire to enter into this MOU to set a framework for allowing RGVCG to install, operate, and maintain regional communications equipment at the Courthouse in support and delivery of regional public safety communications;

NOW, THEREFORE, IT IS THEREFORE AGREED THAT:

1. **USE:** County grants to RGVCG ingress and egress to the Courthouse together with the non-exclusive use of an access and utility easement to the Courthouse for the installation, operation, maintenance, repair and use of certain equipment ("Permitted Equipment") to be operated at certain frequencies ("Permitted Frequencies"), The Permitted Equipment and Permitted Frequencies are more particularly described on attached Exhibit A. Further, County grants permission to RGVCG’s authorized employees, agents, and contractors to enter the Courthouse’s associated buildings, towers, easements and rights-of-way in order to locate, install, inspect, test, operate, maintain, and remove any equipment provided for in this MOU.
2. **INITIAL TERM:** This MOU will become effective upon receipt of the last required signature and will remain in force until _____, except that either Party may terminate this MOU after one hundred and eighty (180) days written notice to the other Party

of its intent to terminate. A Party may propose changes to this MOU during its term with such changes in the form of an amendment and will become effective upon signature by all Parties.

3. **RENEWAL TERMS:** This MOU shall automatically renew annually for four (4) terms of one (1) year each (each a "Renewal Term", collectively "Renewal Terms"), unless one Party gives the other Party notice, in writing, of their intent not to renew, no later than ninety (90) days prior to the end of the then-current one (1) year term.

4. **INTERFERENCE:** RGVCG's Permitted Equipment shall not cause measurable interference to County or any other lease (or RGVCG activity) of County. Notwithstanding anything to the contrary, should RGVCG fail to comply. In the event that RGVCG's Permitted Equipment causes such interference, and after County has notified RGVCG of such interference, RGVCG will take all steps necessary to correct and eliminate the interference. If the interference continues for a period more than forty-eight (48) hours following notification, County shall have the right to cause RGVCG to cease operating the offending equipment, or to reduce the power sufficiently to minimize the interference until the condition can be remedied. County agrees and acknowledges that County and any third party will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to RGVCG's Permitted Equipment.

5. **EQUIPMENT INSTALLATIONS, RECONFIGURATION, AND REMOVAL:**

a) **INSTALLATION:** RGVCG's Permitted Equipment, whether installed overhead, above ground, or underground, shall remain the personal property of the RGVCG, and shall not be considered a fixture of the County or the Courthouse. RGVCG's installation, and any associated costs shall be at RGVCG's sole cost and expense.

b) **RECONFIGURATION:** RGVCG agrees and acknowledges that the Permitted Equipment and Permitted Frequencies are a true and accurate depiction of the equipment that RGVCG will operate at the Courthouse. Should RGVCG desire to add, reduce, modify or in any other way change the Permitted Equipment and/or Permitted Frequencies, RGVCG agrees to submit the request to County for County's approval.

c) **REMOVAL:** RGVCG shall, at its sole cost and expense, upon the expiration or termination of this MOU, remove RGVCG's equipment from the Courthouse. RGVCG is responsible for any damage caused in the removal of the Permitted Equipment.

6. **COMPLIANCE:** RGVCG shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this MOU; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the Permitted Equipment; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment or at its Permitted Frequencies; and (v) promptly pay all charges, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority.

7. WARRANTIES AND REPRESENTATIONS:

a) **FCC QUALIFIED:** RGVCG represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies, and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state.

b) **SATISFACTION WITH SITE:** RGVCG represents that it has independently examined the Courthouse and has determined that it is satisfactory to RGVCG and are suitable for RGVCG's intended use. RGVCG accepts the Courthouse in "as is" condition and acknowledges that County has no obligation to make alterations or improvements to the Courthouse, except as may be agreed to by the Parties elsewhere herein.

c) **ENVIRONMENTAL:** RGVCG represents, warrants, and covenants to County that RGVCG at no time during the term of this MOU shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

d) **COOPERATION:** The Parties agree to reasonably cooperate with the other Party with regards to any actions, filings, approvals, or permits necessary for the Parties to exercise their respective rights hereunder. RGVCG agrees to cooperate with County in its reasonable rescheduling of transmitting activities, reducing power, or interrupting RGVCG's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement, or maintenance of the Courthouse.

8. TERMINATION:

a) **PRIOR TO COMMENCEMENT:** This MOU may be terminated by RGVCG prior to the Commencement Date by written notice to County without liability if, prior to the Commencement Date, RGVCG is unable, through no fault of RGVCG by way of RGVCG's act or omission, to obtain any license, permit, or other governmental approval necessary for the installation or operation of RGVCG's Permitted Equipment.

b) **DURING TERM:** RGVCG may terminate this MOU upon ninety (90) days prior written notice to County, without liability, if through no act or omission of RGVCG (i) any license, permit, or other governmental approval necessary for the installation or operation of RGVCG's equipment at the Courthouse is cancelled or otherwise withdrawn or terminated; or (ii) RGVCG is unable to continue its use of the Permitted Equipment due to an action of the FCC. County may terminate this MOU if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the

Courthouse, including any tower or structure thereon, for the purposes contemplated by this MOU.

9. **ASSIGNMENT:** RGVCG shall not assign this MOU, in whole or in part, or sublet or permit the Courthouse, Permitted Equipment, or any part thereof without the express written approval of County, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve RGVCG of its obligations under this MOU.

10. **NOTIC:.** Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice and delivered in accordance herewith:

If to RGVCG: Rio Grande Valley Communications Group
 Attention: Jeff Johnston, Chairman
 P. O. Box 220
 McAllen, Texas 78505-0220

If to County: Hidalgo County
 Attention: County Judge
 100 North Closner
 Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

11. **MISCELLANEOUS PROVISIONS:**

a. All exhibits attached hereto are incorporated herein by reference as if fully copied and set forth at length.

b. This MOU may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

c. This MOU, including the exhibits attached hereto, contains the entire agreement of the parties with respect to its subject matter. No modification of this MOU shall be effective unless contained in a written instrument executed by both parties.

d. Each Party shall remain in exclusive control and possession of its own property and equipment, and this MOU shall not be construed to grant either Party any rights of ownership, control, or possession in the other Party's equipment or property.

e. The execution and performance of this MOU by County and RGVCG have been duly

authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this MOU and bind such party effective on the date on which the last party to this MOU executed the MOU.

**RIO GRANDE VALLEY
COMMUNICATIONS GROUP**

HIDALGO COUNTY

Jeff Johnston, Chairman

Richard Cortez, County Judge

Date: _____

Date: _____