

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN RIO GRANDE VALLEY COMMUNICATIONS GROUP AND THE COUNTY OF HIDALGO RADIO SERVICE AGREEMENT
C-22-0233-05-03**

This **SECOND (2nd) AMENDMENT** to the **Memorandum of Understanding** for “**Radio Services**” for **Hidalgo County** in connection to original contract **C-22-0402-09-20**, dated September 20, 2022, by and between **HIDALGO COUNTY, TEXAS** (“**County**”) and **Rio Grande Valley Communications Group** (“**Company**”) is entered into between the parties effective this **___ day of ___, 2024**.

WHEREAS, on or about May 03, 2022, **RGVCG**, a Texas non-profit corporation, and the **County**, by and through the **HCSO**, entered into an **Agreement** for the purpose of **RGVCG** providing radio air time and support for the Regional Radio System (“**RRS**”) for as many as 2500 radio units, and/or IP Consoles to law enforcement departments.

WHEREAS, under Section III. E. of the **Agreement**, **RGVCG** may increase the annual fees provided for by giving **HCSO** written notice of its intention to increase said fees.

WHEREAS, under Section V. M. of the **Agreement**, any change or modification must be in writing and executed by both **Parties**;

WHEREAS, on June 27, 2022, in accordance with Section III. E. of the **Agreement**, **RGVCG** provided notice to **HCSO** of its intention to increase the annual fees by **\$1.00**;

WHEREAS, the **Agreement** was amended on August 9, 2022 (First Amendment), to increase the annual fees by \$1.00;

WHEREAS, on June 13, 2024, in accordance with Section III. E. of the **Agreement**, **RGVCG** provided notice to **HCSO** of its intention to increase the annual fees by **\$1.00**;

WHEREAS, it has become necessary to modify Section III. C. of the **Agreement** to clarify rate amounts and reflect the **Parties’** wishes to increases to the annual fees for the 2024/2025 fiscal year;

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Agreement:

1. Section “III.” **DUTIES OF HCSO**, Sub-Section “C.” **Payment of Airtime**, is amended, and/or modified, as follows:

“**HCSO** shall pay the **RGVCG** for the access to the regional radio system provided herein at a rate of **\$12.00 for fiscal year 2021-2022, \$13.00 for fiscal year 2022-2023, \$14.00 for fiscal year 2023-2024 and \$15.00 for fiscal year 2024-2025** per unit, per month for full-time radio air time and support. **HCSO** shall prepay these yearly charges in full at the beginning of the Contract Term and each renewal thereof, based upon the number of radio units then in service. Should **HCSO** change the number of radio units in service during the Contract the following provisions shall apply:

1. In the event the number of **HCSO** radio units in service increases during a Contract Term, the charge for each additional radio unit shall be prorated based upon the remaining fractional part of the current Contract Term. The entire amount owed for the additional radio units, for the time remaining in the then current Contract Term, shall be prepaid to the **RGVCG**.

2. In the event the number of **HCSO** radio units in service decreases during the Contract Term, the **RGVCG** shall either allow a credit or make a refund to **HCSO** for a prorated portion of the prepaid fee based on the remaining fractional part of the current Contract Term. The credit/refund allowed will be accomplished within sixty (60) days of the date **HCSO** gives the **RGVCG** written notice of its decrease in the number of radio units it has in service.

3. Prorated portions of the Contract Term shall be calculated on a monthly basis with fractions rounded to the nearest whole month.”

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms, and provisions of the Contract as amended.

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON (MONTH) XX, 2024.

Agenda Item No. XXXX

Executive Office: _____

VENDOR:
Rio Grande Valley Communications Group

COUNTY:
COUNTY OF HIDALGO

Jeffrey A. Johnston, Chairman

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

, ADA

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Agenda Item Meeting Note

SUPPLEMENTAL SIGNATURES:
(If Applicable)