

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**THIRD 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 **THIRD (3rd) 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 **10th** day of **November, 2025**.

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, and on July 23, 2024 (Second Amendment), to increase the annual fees by \$1.00;

WHEREAS, on October 20, 2025, in accordance with Section III. E. of the **Agreement**, **RGVCG** provided notice to **HCSO** of its intention to increase the annual fees by an additional **\$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 2025/2026 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, **\$16.00 for fiscal year 2025-2026** 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:

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 November 10, 2025.

Agenda Item No. 101374

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:

Michelle Lopez , ADA

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Agenda Item Meeting Note

SUPPLEMENTAL SIGNATURES:
(If Applicable)