



## RADIO SERVICE AGREEMENT

This Radio Service Agreement (“Contract”) is made and entered into by and between the **RIO GRANDE VALLEY COMMUNICATIONS GROUP**, a Texas non-profit corporation, (hereinafter sometimes referred to as the “RGVCG”) and Hidalgo County Sheriff’s Office, a (Law Enforcement) situated in Hidalgo County, Texas, (hereinafter sometimes referred to as HCSO).

The initial addresses of the parties, which one party may change by giving written notice of its change of address to the other party, are as follows:

RGVCG  
Randy Ashley  
Communications Manager  
PO Box 220  
McAllen, Texas 78501

HCSO  
Mario Lopez  
Chief Deputy  
711 El Cibolo  
Edinburg, Texas 78541

All notices required or permitted to be given pursuant to this Contract shall be in writing and be deemed delivered when deposited in the United States mail, postage prepaid, Certified Mail Return Receipt Requested, addressed to the proper party.

### WITNESSETH:

WHEREAS, the RGVCG owns and maintains a multi-site 700/800-megahertz trunked radio system and is duly licensed by the Federal Communications Commission (hereinafter referred to as “FCC”) for the operation of same; and

WHEREAS, HCSO desires to utilize the RGVCG’s 700/800-megahertz radio system for public safety business functions, and

WHEREAS, RGVCG is able to accommodate additional radio units on its trunked 700/800-megahertz radio system and is willing to cooperate with HCSO to affect usage of the system for said purposes; and

WHEREAS, the radio system recurring costs include annual radio maintenance fees, T-1 communication lines, and infrastructure up-grades as required; and

WHEREAS, the RGVCG and HCSO are authorized to enter into an agreement for the provision of such services.

NOW, THEREFORE, the RGVCG and HCSO hereby agree to the terms and conditions of this Contract. This Agreement consists of the following sections:

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All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, RGVCG and HCSO have made and executed this Contract in multiple copies, each of which is an original.

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONER'S COURT ON** May 03, 2022 .

**Agenda Item No.** 85581 **Executive Office:** *ms*

**VENDOR:**

Rio Grande Valley Communications Group

*Jeffrey A. Johnston*  
Jeffrey A. Johnston (Jun 24, 2022 08:32 CDT)  
Jeff Johnston, Chairman Date

**APPROVED AS TO FORM:**

*Evaristo Garcia*  
Evaristo Garcia (May 9, 2022 08:08 CDT)  
Evaristo Garcia, RGVCG Attorney

Attest:

*Randy Ashley*  
Randy Ashley (Jun 27, 2022 11:08 CDT)  
Randy Ashley, Board Secretary

**COUNTY:**

COUNTY OF HIDALGO

*J. E. "Eddie" Guerra*  
J. E. "Eddie" Guerra (Jul 5, 2022 14:09 CDT)  
J. E. "Eddie" Guerra, Sheriff Date



**APPROVED AS TO FORM:**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

*Robert Vina III*  
Robert Vina III (Jun 27, 2022 15:43 CDT)  
Robert Viña III, Assistant District Attorney

Attest:

*Arturo Guajardo Jr*  
Arturo Guajardo, Jr., County Clerk

## I. DEFINITIONS

As used in this contract, the following terms shall have the meanings set out below: “Contract” means the agreement between the RGVCG and HCSO.

“Contract Term” is defined in Article IV.

“RGVCG” is defined in the preamble to this contract and includes its successors and assigns.

“Communications Manager” means the Director of the RGVCG or the designee.

“Regional Radio System” (RRS) means the RGVCG’s trunked 700/800-megahertz radio system.

“Radio Unit” or “Unit” means a mobile, stationary, or portable radio communications device, which communicates at certain air wave frequencies.

## II. DUTIES OF RGVGC

### A. In General

During the Contract Term, RGVCG shall provide radio air time on and support for the Regional Radio System (RRS) for as many as **2500** radio units, and/or IP Consoles. The numbers of units for either primary or back-up dispatch on the regional radio system may be increased by mutual written agreement of the RGVCG and HCSO.

Within 30 days of Countersignature, the RGVCG shall program the radio unit(s) according to the initial configuration agreeable to the RGVCG Communications Manager and HCSO. RGVCG may program each radio unit, for a service charge, with the capability to access the regional radio system within 30 days after submittal of such unit to the RGVCG Radio Support Section for programming.

### B. Stolen Units

Upon notification that one or more of HCSO’s radio units have been lost or stolen, the RGVGC shall take all reasonable actions to prevent the stolen or lost radio unit from gaining access to the regional radio system.

### C. Optional Services

The RGVCG may provide radio repair and installation/removal services at HCSO’s written request in accordance with the current radio systems management price list (updated annually in September).

### III. DUTIES OF HCSO

#### A. Procurement of Radio Units

It is understood that HCSO must procure its own radio units, which must be compatible with the regional radio system.

#### B. Stolen Units

HCSO shall notify the RGVCG when one or more unit(s) have been stolen or lost within 24 hours of HCSO's discovery that the unit(s) have been lost or stolen.

#### C. Payment of Airtime

HCSO shall pay the RGVCG for the access to the regional radio system provided herein at a rate of **\$12.00** 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.

#### D. Payment for Programming

HCSO shall have the option to pay the RGVCG for the programming and activation of HCSO's radios for use on the regional radio system at a rate of \$40.00 per radio, upon initial access to the regional radio system. The entire amount owed for the programming of radio units shall be paid to the RGVCG within sixty (60) days of the invoice date for such services.

The programming of radio units on the regional radio system can only be completed by RGVCG Radio Support Division or an approved vendor as authorized by the RGVCG. In the event HCSO exercises the option to utilize an approved vendor, an activation fee of \$20.00 per radio shall still apply.

E. Fee Adjustment

It is expressly understood and agreed that the RGVCG may increase the annual fees provided for herein by giving HCSO written notice of its intention to increase said fees at least ninety (90) days prior to the effective date of the proposed increase. Fee adjustments can only be made at the beginning of an annual contract term unless the initial contract is entered upon after the fee adjustment is approved.

F. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the RGVCG. If HCSO commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to HCSO that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the annual assessment can only be cured by paying that Annual Assessment. If HCSO does not cure that breach within thirty (30) days of receiving the written notice of breach, HCSO is in default and the Governing Board shall deliver a written notice of default to HCSO that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of HCSO to cure timely, and
4. HCSO's interest in the RRS is terminated on the effective date stated in the notice if the termination is approved by the Governing Board unless the default is cured by HCSO paying that Annual Assessment during the first quarter of the next budget cycle after that in which the breach occurred

If HCSO fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the RGVCG has given HCSO written notice of such failure, then HCSO is in default under this Agreement. In the event of HCSO's default, the RGVCG has the right to terminate the Agreement, deny HCSO any service provided by the RGVCG under this Contract, and retain all moneys paid to the RGVCG pursuant to the terms and conditions of this Contract as liquidated damages. Each and every right and remedy of the RGVCG and HCSO are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the RGVCG fail to perform as provided under the terms of this Contract, HCSO's sole remedy is termination of this Contract, and the RGVCG agrees to make a refund to HCSO of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Contract.

#### **IV. TERM AND TERMINATION**

The initial Contract Term will be prorated to December 31, 2022. The first full Contract Term shall be one (1) year from the date January 1, 2022. This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. Notwithstanding the preceding provisions, the Contract Term will end:

- Immediately if all or substantially all of the authorizations held by the RGVCG or HCSO are revoked by the FCC or its successor agency, or
- Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.
- Within thirty (30) days of termination of this Contract, HCSO shall allow the RGVCG access to HCSO's radio units for the purpose of removing its programming that allows access to the RGVCG Regional Radio System.

## **V. MISCELLANEOUS**

### **A. Release**

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, HCSO, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE RIO GRANDE VALLEY COMMUNICATIONS GROUP, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF RGVCG FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS CONTRACT.

Additionally, it is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be acts of God or adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the regional radio system. Likewise, there are other causes beyond reasonable control of the RGVCG, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

### **B. Independent Contractor**

The RGVCG agrees to perform the services as an independent contractor and not as a subcontractor, agent or employee of HCSO.

C. Force Majeure

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws

This Contract and all of the rights and obligations of the parties hereto and any claims arising from the Contract shall be construed, interpreted, and governed by the laws of the State of Texas without regard to its conflict of laws principles. Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

F. Enforcement

The RGVCG Chairman or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

G. Assignment

HCSO shall not assign or transfer any interest in this Contract without the prior written consent of RGVCG. Any assignee of HCSO pursuant to the preceding sentence must agree in writing to assume the assignor’s obligations hereunder, in whole or in part (as applicable), in order for such assignment to become effective. This Contract shall be binding on the parties’ successors and permitted assigns.

H. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the RGVCG and HCSO only.

I. Payment for Services

Invoices to HCSO Accounts Payable are to be sent to the following:

HCSO  
Myra Montoya  
711 El Cibolo  
Edinburg, Texas 78541  
or electronically to: [myra.montoya@hidalgoso.org](mailto:myra.montoya@hidalgoso.org)

J. No Waiver

This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither party waives any privileges, rights, defenses, or immunities available to it, including, but not limited to HCSO's right to sovereign immunity, if any, by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

K. Severability

If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

L. Survival

The expiration or termination of this Contract shall not affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination, and such rights and obligations shall survive and remain enforceable.

M. Amendments

Neither this Contract nor any of its terms may be changed, modified, or waived except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, modification, or waiver is sought.

Confinement of Inmates" for Hidalgo County Sheriff's Office.

- ✓ C. Requesting approval of price increase in the amount of \$1.81 per inmate, from \$60.18 per day to a proposed daily rate of \$61.99 due to the standard cost of living rate (CPI), an increase of 3% beginning on the extension date, June 17, 2022.

**APPROVED**

- ✓ 3. AI-85581 Requesting approval of the Memorandum of Understanding between Hidalgo County and Rio Grande Valley Communications Group (RGVCG) for law enforcement departments for radio system services for public safety, with authorization for Sheriff J. E. "Eddie" Guerra to sign and execute the MOU.

- da ✓ 4. AI-85552 A. Requesting action to rescind AI-85110 approved by CC on 03/22/2022 for authority to advertise K9s, Veterinary Services (RFQ 22-0162-MGF) for the Sheriff's Office.  
 B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Services;  
 C. Requesting acceptance and approval to award and enter into a veterinary service agreement (C-22-0162-05-03) with Dr. Justin Cerelli – Four Paws Animal Hospital "K9 Veterinary Services" commencing on May 17, 2022, for a 3-year term, expiring May 16, 2025.

- ✓ 5. AI-85536 Requesting authority to ratify Purchase Order No. 847342 dated 04/20/2022 for the annual renewal of an application to access email via mobile phone services with Exchange ActiveSync - Progress Software Corporation in the amount of \$998.00 effective 04/27/2022.

- ✓ 6. AI-85623 Pursuant to action taken on 02-08-2022 with AI-84489 for the purchase of camera/video equipment, requesting authority for County Judge or designee to sign the Master Service Agreement with Motorola.

**H. Auditor's Office**

- ok ✓ 1. AI-85702 Acceptance and approval of Letter of Engagement between Hidalgo County [Auditor's Office] and Lance, Soll, & Lunghard LLP (LSL) and Guillermo Reyna CPA "on an as needed basis" for Professional Public Accounting Services Support, with authority for Hidalgo County Judge to sign any and all applicable documents subject to legal review

**I. District Attorney**

- ✓ 1. AI-85590 Requesting approval of Interlocal Cooperation Agreement [ICA] for Autopsy Services Between Hidalgo County and Willacy County for automatic renewal of contract with new rates, terms and conditions.

**J. Co. Wide**

- da ✓ 1. AI-85704 A. Requesting action to nominate at least three (3) Professional Engineering Firms from HC approved "Pool" of Engineering Services for the purpose of evaluating in connection with Feasibility & Needs Assessment Study for an Animal Control Facility or Retrofitting an Existing Facility:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

per pct 2 reach out to individuals meet w/ chiefs

- da ✓ B. Requesting action to appoint/designate an Evaluation Committee to grade/score the nominated firms:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

- ✓ 2. AI-85572 Requesting approval to award the best qualified vendor meeting all specifications for "Pest Control Services" (RFB 22-0150-04-13-YZV) with Robert Sanchez d/b/a Kill-A-Bug Pest Control.











# 22-0233 MOU - Radio Service for Law Enforcement Departments

Final Audit Report


2022-07-11

Created:	2022-05-04
By:	Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXg9NTnULuyK5ryjBS2vjtosDGZXr44aF

## "22-0233 MOU - Radio Service for Law Enforcement Departments" History

-  Document created by Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)  
2022-05-04 - 6:29:49 PM GMT
-  Document emailed to Evaristo Garcia (egarcia1@mcallenpd.net) for signature  
2022-05-04 - 6:36:27 PM GMT
-  Email viewed by Evaristo Garcia (egarcia1@mcallenpd.net)  
2022-05-06 - 3:20:27 PM GMT
-  Email viewed by Evaristo Garcia (egarcia1@mcallenpd.net)  
2022-05-09 - 1:04:31 PM GMT
-  Document e-signed by Evaristo Garcia (egarcia1@mcallenpd.net)  
Signature Date: 2022-05-09 - 1:08:03 PM GMT - Time Source: server
-  Document emailed to jjohnston@mcallen.net for signature  
2022-05-09 - 1:08:06 PM GMT
-  Email viewed by jjohnston@mcallen.net  
2022-05-10 - 5:59:19 PM GMT
-  Email viewed by jjohnston@mcallen.net  
2022-05-13 - 1:34:28 PM GMT
-  Email viewed by jjohnston@mcallen.net  
2022-05-16 - 2:43:33 PM GMT
-  Email viewed by jjohnston@mcallen.net  
2022-06-09 - 4:26:17 AM GMT



 Email viewed by jjohnston@mcallen.net


2022-06-10 - 3:26:09 AM GMT

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2022-06-11 - 2:49:40 AM GMT

 Email viewed by jjohnston@mcallen.net

2022-06-12 - 3:46:05 AM GMT

 Email viewed by jjohnston@mcallen.net


2022-06-15 - 7:32:49 PM GMT

 New document URL requested by jjohnston@mcallen.net


2022-06-24 - 1:31:02 PM GMT

 Email viewed by jjohnston@mcallen.net


2022-06-24 - 1:31:36 PM GMT

 Document e-signed by Jeffrey A. Johnston (jjohnston@mcallen.net)

Signature Date: 2022-06-24 - 1:32:28 PM GMT - Time Source: server

 Document emailed to rashley@mcallen.net for signature


2022-06-24 - 1:32:30 PM GMT

 Email viewed by rashley@mcallen.net

2022-06-27 - 4:07:59 PM GMT

 Document e-signed by Randy Ashley (rashley@mcallen.net)

Signature Date: 2022-06-27 - 4:08:43 PM GMT - Time Source: server

 Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval


2022-06-27 - 4:08:46 PM GMT

 Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)

2022-06-27 - 6:35:09 PM GMT

 Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)

Approval Date: 2022-06-27 - 6:36:13 PM GMT - Time Source: server

 Document emailed to robert.vina@da.co.hidalgo.tx.us for signature

2022-06-27 - 6:36:16 PM GMT

 Email viewed by robert.vina@da.co.hidalgo.tx.us

2022-06-27 - 8:42:55 PM GMT

 Document e-signed by Robert Vina III (robert.vina@da.co.hidalgo.tx.us)

Signature Date: 2022-06-27 - 8:43:56 PM GMT - Time Source: server



 Document emailed to roy.mendez@hidalgoso.org for signature

2022-06-27 - 8:43:59 PM GMT

 Email viewed by roy.mendez@hidalgoso.org


2022-06-27 - 9:07:52 PM GMT

 New document URL requested by roy.mendez@hidalgoso.org


2022-07-05 - 4:29:46 PM GMT

 Email viewed by roy.mendez@hidalgoso.org

2022-07-05 - 4:30:21 PM GMT

 Document e-signed by J. E. "Eddie" Guerra (roy.mendez@hidalgoso.org)


Signature Date: 2022-07-05 - 7:09:51 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2022-07-05 - 7:09:53 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-07-11 - 2:36:24 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-07-11 - 3:02:12 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature


2022-07-11 - 3:02:16 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us

2022-07-11 - 3:12:09 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2022-07-11 - 3:13:32 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2022-07-11 - 3:13:35 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-07-11 - 3:55:35 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-07-11 - 3:55:52 PM GMT - Time Source: server

 Agreement completed.

2022-07-11 - 3:55:52 PM GMT

