

Memorandum of Understanding Between Deep East Texas Council of Governments & Sabine County

I. Memorandum of Understanding:

The purpose of this Memorandum of Understanding (MOU) is to establish a local partnership between Deep East Texas Council of Governments (DETCOG) and Sabine County (the County) to provide the Genasys Mass Notification System to the County and other participating local governments in the DETCOG Region.

II. Statement of Services to be performed:

A. DETCOG agrees to :

- 1. Enter into an agreement with Genasys to provide an Emergency Mass Notification System to participating entities in the DETCOG region.
- Pay the annual contract cost to Genasys which is \$49,990.00 for the initial year beginning October 1, 2022, and subsequent annual renewals until such time as this MOU is terminated.
- 3. Enter into an Interlocal Agreement with each participating county to facilitate use of information from the Emergency 911 database for the County to build a database for the Genasys system. It is understood that use of the Emergency 911 database is subject to approval from the Commission on State Emergency Communications.

B. The County agrees to:

 Reimburse DETCOG for its share of the cost of the Genasys system at an annually agreed amount agreed upon by the County and DETCOG.

III. Indemnification:

DETCOG will be held harmless against all claims of misuse of 911 Information or the Genasys Emergency Mass Notification System.

IV. Term of MOU:

A. This MOU shall remain in effect from the date of the signature unless terminated under provisions stated below.

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Deep East Texas Council of Governments 1405 Kurth Drive, Lufkin, Texas 75904 Office: 936-634-2247

Executive Director Lonnie Hunt Program Planner Program Director Candy Hartman Mike Claude

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- B. Either party may terminate this MOU without cause, upon a 30-day advance written notice to the other party. Upon termination, DETCOG shall determine if the County is due a pro-rata share of the annual reimbursement described in Section II-B.
- C. This MOU may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- D. This MOU contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no effect.

V. Parties to the MOU and Points of Contact:

Lonnie Hunt (Authorized Official) DETCOG Executive Director 1405 Kurth Drive Lufkin, Texas 75904 <u>Ihunt@detcog.gov</u>

Faye "Candy" Marcott or Mike Claude (Points of Contact) DETCOG Public Safety Programs 1405 Kurth Drive Lufkin, Texas 75904 <u>chartman@detcog.gov</u> / <u>mclaude@detcog.gov</u>

Honorable Daryl Melton (Authorized Official and Point of Contact) County Judge, Sabine County PO Box 716 Hemphill, Texas 75948 Email: <u>daryl.melton@co.sabine.tx.us</u>

11 Hon. Daryl Melton Date County Judge, Sabine County

Hon. Lonnie Hunt Date Executive Director, Deep Texas Council of Governments

Jamie Clark, County Clerk

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