

In order to maintain the confidential nature of the 9-1-1 data base information and the rights and privacy of citizens with unlisted and unpublished numbers, Sabine County will be responsible for and agrees to create account log-ins for the alerting system. The log-in will allow The City of Hemphill the use of commercially available information for emergency messages. The Sabine County Emergency Management Coordinator will determine who shall have access and under what conditions to this emergency messaging capability.

Due to the confidential nature of the 9-1-1 data base information and privacy of citizens with unlisted and unpublished numbers, Sabine County retains the right to withdraw their assistance if the City of Hemphill does not maintain the confidentiality of the information or for misuse of the emergency alerting system.

GENERAL PROVISIONS

Severability Clause. The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Authority to Contract. Each power has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Indemnification. City of Hemphill agrees, to the extent allowed by applicable law, to at all times indemnify, hold harmless and defend Sabine County against any and all claims, causes of action, liabilities or losses, directly or indirectly arising as a result of City of Hemphill use of any Emergency Notification System services pursuant to the terms of this Agreement. City of Hemphill shall at all times comply with all applicable Federal, State, and Local ordinances, rules, regulations, requirements, and laws. If, as a result of the City of Hemphill use of the Emergency Notification System services under this Agreement, any such law or any term or provision of this Agreement is violated, then the City of Hemphill shall indemnify and hold harmless, to the extent permitted by Texas law, Sabine County from and against any penalties, fines, costs, corrective action, and damages and expenses of any other nature whatsoever imposed upon or incurred by Sabine County as a result of the City of Hemphill activities, conduct, or omissions under this Agreement.

Joint Venture and Agency. The relationship between the parties to this agreement does not create a partnership or joint venture. This agreement does not appoint any party as agent for the other party. Each party shall act as independent contractors and will have control of their work and the manner in which it was performed.

Termination. This Agreement may be terminated by either party without cause by tender of a thirty (30) day written notice.

Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the U.S. Mail, registered or certified, return receipt requested.

If to City of Hemphill: Mayor Robert Hamilton
PO Box 788
Hemphill, TX 75948
Email: cityhall@cityofhemphill.com

If to County: Hon. Daryl Melton
PO Box 716
Hemphill, TX 75948
Email: daryl.melton@co.sabine.tx.us

Limitation of Liability. By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act, as amended. Each party agrees to accept full responsibility for the acts, negligence and/or omissions of its employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement.


Dispute Resolution. The Parties acknowledge and agree that, in the event of a dispute, each may avail itself of alternate dispute resolutions as authorized by sec. 791.015 of the Gov't Code.

Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

Amendment. If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the last date

Signed Below:


Robert Hamilton, Mayor
City of Hemphill

Date 7/18/2023


Kelli Beall, City Secretary
City of Hemphill



Daryl Melton

Daryl Melton, County Judge
Sabine County

Date 7-24-2023

Jamie Clark

Jamie Clark, County Clerk
Sabine County

