Emergency Notification System Interlocal Agreement

THE STATE OF TEXAS)(
);(
COUNTY OF SABINE)(

This Agreement is entered into in accordance with the provisions of the INTERLOCAL COOPERATION ACT (CHAPTER 791 OF THE TEXAS GOVERNMENT CODE) and entered into between the City of Hemphill and Sabine County to participate in the regional Emergency Notification project utilizing Genasys, mass notification system for the benefit of the public.

WHEREAS, Sabine County is establishing an emergency alerting system;

WHEREAS, Sabine County has contracted with Genasys to provide cost effective Emergency Notification Services on behalf of participating local jurisdictions;

WHEREAS, the purpose of this system is to alert large numbers of citizens within a specific geographic area of important information for public safety purposes;

WHEREAS, in the event of a large-scale emergency or incident, the alerting system would benefit the citizens of Sabine County by providing critical information in a timely fashion;

WHEREAS, Sabine County has agreed to act as the single point of contact for access to Genasys system for emergency alerting purposes; and

WHEREAS, the City of Hemphill agrees to the following agreement regarding the use of the Genasys mass notification system for the above stated purpose.

NOW, THEREFORE, in consideration of the promises described herein, City of Hemphill and Sabine County agree to the following terms of use of the Genasys Emergency Alerting System.

City of Hemphill shall have unlimited use of the Genasys Emergency Alerting System at no cost to the city during the one (1) year contract with Genasys and any subsequent renewals. Unlimited, emergency messages may be sent by the City of Hemphill using the Genasys system. The City of Hemphill understands that the Genasys system shall to be used for the purpose of warning or alerting citizens to an emergency situation as defined by the Federal Communications Commission (FCC) as a 'situation posing an extraordinary threat to the safety of life and property" and that this data shall be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.062(a) to the extent permitted by law. In general, factors to be considered in determining whether an emergency situation is warranted are:

- 1. Severity-will aid in reducing loss of life or reducing substantial loss of property
- 2. Timing-requires immediate public knowledge to avoid adverse impacts
- 3. Other means of disseminating information are inadequate to ensure rapid delivery.

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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.

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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:	<u>Mavor Robert Hamilton</u> <u>PO Box 788</u> Hemphill, TX 75948
	Email: cityhall@cityofhemphill.com
If to County:	Hon. Daryl Melton PO Box 716
	Hemphill, TX 75948
	Email: <u>daryl.melton@co.sabine.tx.us</u>

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.

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

Signed Below: PAN

Robert Hamilton, Mayor City of Hemphill

Kelli Beall, City Secretary City of Hemphill

Date 7/18/2023

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Date 7-24-2023

Daryl Melton, County Judge Sabine County

Jamie Clark, County Clerk

Sabine County Cl



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