

## Emergency Notification System Interlocal Agreement

THE STATE OF TEXAS

) (

COUNTY OF POLK

) (

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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 Deep East Texas Council of Governments (DETCOG) and Polk County to participate in the Regional Emergency Notification Project utilizing Genasys Inc., a mass notification system for the benefit of the public.

**WHEREAS**, Polk County is establishing an emergency alerting system;

**WHEREAS**, Polk County has contracted with Genasys Inc. 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 Polk County by providing critical information in a timely manner;

**WHEREAS**, Polk County has agreed to act as the single point of contact for access to the 9-1-1 Data Base for emergency alerting purposes; and

**WHEREAS**, the Deep East Texas Council of Governments 9-1-1 Emergency Network agrees to the following agreement regarding the use of the 9-1-1 Data Base for the above stated purpose.

**NOW, THEREFORE**, in consideration of the promises described herein, DETCOG and Polk County agree to the following terms of use of the Genasys Inc. Emergency Alerting System and the 9-1-1 Data Base.

Polk County shall have unlimited use of the 9-1-1 Data Base at no cost to Polk County during the one (1) year contract with Genasys Inc. and any subsequent renewals. Unlimited, non-emergency messages may be sent by Polk County using the non-9-1-1 data. Polk County agrees to use the 9-1-1 database only for the purpose of emergency notification purposes. Polk County understands that the data contained in the 9-1-1 Database is 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 is to 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.

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, Polk County will be responsible for and agrees to create two types of account log-ins for the alerting system. One log-in type will allow Polk County to use commercially available information for non-emergency messages. The Polk County Emergency Management Coordinator will determine who shall have access and under what conditions to this non-emergency messaging capability. The second log-in type with greatly restricted access will be created by Polk County for the purpose of disseminating emergency alert messages as defined above and utilizing the 9-1-1 database information. The Emergency Management Coordinator for Polk County and/or his/her designee will determine which users will be allowed access to the restricted emergency alert messaging log-in type.

Due to the confidential nature of the 9-1-1 data base information and privacy of citizens with unlisted and unpublished numbers, DETCOG retains the right to withdraw their assistance if Polk County does not maintain the confidentiality of the information or for misuse of the emergency alerting system. DETCOG acknowledges and agrees that information in the 9-1-1 database may be available to Genasys Inc.. It is understood by the parties that no information or data of any kind originating from Genasys Inc. will be shared by Polk County with DETCOG.

The DETCOG 9-1-1 Network will not be liable for any costs associated with the emergency alerting system including costs associated with the extract of data from the 9-1-1 data base.

#### 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.** Polk County agrees, to the extent allowed by applicable law, to at all times indemnify, hold harmless and defend the DETCOG against any and all claims, causes of action, liabilities or losses, directly or indirectly arising as a result of Polk County's use of any Emergency Notification System services pursuant to the terms of this Agreement. Polk County shall at all times comply with all applicable Federal, State, and Local ordinances, rules, regulations, requirements, and laws. If, as a result of Polk County's use of the Emergency Notification System services under this Agreement, any such law or any term or provision of this Agreement is violated, then Polk County shall indemnify and hold harmless, to the extent permitted by Texas law, the DETCOG from and against any penalties, fines, costs, corrective action, and damages and expenses of any other nature whatsoever imposed upon or incurred by the DETCOG as a result of Polk County's 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  
DETCOG: Hon. Lonnie Hunt, Executive Director  
1405 Kurth Drive  
Lufkin, Texas 75904  
Email: lhunt@detcog.gov

If to County: Hon. Sydney Murphy  
101 Church Street  
Livingston, Texas 77351  
Email: sydney.murphy@co.polk.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.

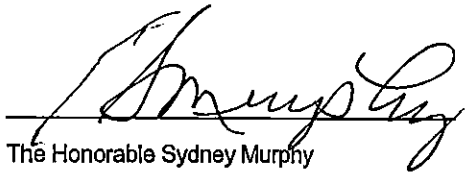
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the last date

Lonnie Hunt

Lonnie Hunt, Executive Director  
Deep East Texas Council of Governments

8.25.2022

Date



The Honorable Sydney Murphy  
County Judge, Polk County

September 13, 2022

Date