COUNTY OF WISE
INTERLOCAL AGREEMENT
FOR EMERGENCY SERIVCE NOTIFICATION

STATE OF TEXAS §

COUNTY OF WISE §

This Interlocal Agreement (**Agreement**) is entered into between the North Central Texas Council of Governments (**NCTCOG**), and the County of Wise, Texas, political subdivisions of the State of Texas, and herein referred to as (**the County**).

W I T N E S S E T H:

WHEREAS, the County has expressed interest in providing an emergency alerting system to the citizens of their respective county, and;

WHEREAS, Reverse 911 ® provides a service to assist municipalities and other organizations in large scale telephone communications, and;

WHEREAS, it would be to the mutual benefit of the County to establish the Wise County Emergency Notification Service, and;

WHEREAS, upon request by the County, the North Central Texas Council of Governments, through its 9-1-1 Program, has agreed to act as the liaison and serve as the single point of contact between Reverse 911 ®, the 9-1-1 Data Base provider, and the County, and;

WHEREAS, **NCTCOG** and the County believe that it is in their mutual interest to enter into this **Agreement,** and;

WHEREAS, NCTCOG and the County agree to abide by all pertinent federal, state and local laws and regulations;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.

The purpose of this **Agreement** is to establish the responsibilities of **NCTCOG,** the County and all other participating entities **(Participants)** in regard to the implementation and use of the Wise County Emergency Notification Service.

ARTICLE II.

The term of this **Agreement** shall be for a period subsequent to the current 9-1-1 database contract, and after the date of execution hereof subject to other termination rights of the parties as established in this document. Either party may terminate this **Agreement** upon thirty (30) days written notice to the other party.

ARTICLE III.

The cost for operation of the Wise County Emergency Service Notification, to include charges by between Reverse 911 ® and the 9-1-1 Data Base providers, shall be the sole responsibility the County. Charges for activation of the system will be the sole responsibility of the County and or **Participants** initiating the alerting event. **NCTCOG** will not be liable for any costs incurred by the County or **Participants** associated with the Wise County Emergency Notification Service.

ARTICLE IV.

The County and all other **Participants** shall provide **NCTCOG** with the name or names and contact information of the person or persons responsible for the Wise County Emergency Notification Service.

ARTICLE V.

Participation in the Wise County Emergency Notification Service shall be open to Wise County, the cities within the County, provided the County has adopted a Resolution of Participation and has agreed to be responsible for charges incurred as a result of the use of the Wise County Emergency Notification Service, and any other public entity agreed upon and approved by the County.

ARTICLE VI.

Release of the data contained in the 9-1-1 data base is to be used for the purpose of warning or alerting citizens regarding information in an emergency situation where property or human life is in jeopardy and is to be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.061 (a). It is not to be sold or provided in any way to any agency/business etc, but is to be used for the sole purpose of protecting life and property.

ARTICLE VII.

This **Agreement** may only be amended by the mutual agreement of the parties hereto in writing and any amendments shall be attached to and incorporated into this **Agreement**.

ARTICLE VIII.

In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX.

This **Agreement** supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

EXECUTED by the County this 27 day of March, 2007.

Wise County, Texas

By: Billy McElhaney
Judge Billy McElhaney
County Judge

North Central Texas Council of Governments

By: Mike Eastland
Mike Eastland
Executive Director