

THE STATE OF TEXAS)
)
 COUNTY OF DENTON)

**INTERLOCAL AGREEMENT TO OBTAIN 9-1-1
 DATABASE EXTRACT FOR
 PUBLIC ALERTING**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of Denton, Texas ("Denton") and the Denco Area 9-1-1 District ("Denco"), both entities being located in whole or in part in Denton County, Texas, and hereinafter referred to collectively as the "Parties" or individually as a "Party." The Parties execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, Denco is a duly organized political subdivision of the State of Texas created pursuant to Subchapter D of Chapter 772 of the Texas Health & Safety Code engaged in providing the enhanced 9-1-1 equipment network for emergency services for the benefit of the citizens of Denton County.

WHEREAS, Denton is a municipality engaged in providing emergency service response and related services for the benefit of the citizens of Denton County within its jurisdiction; and

WHEREAS, Denton provides an emergency alerting system to the citizens of its respective municipality, and

WHEREAS, upon request by partner governmental agencies in the Denco Area 9-1-1 District, the district has agreed to act as the liaison and serve as the single point of contact for the 9-1-1 database provider and Denton, and

WHEREAS, Denco and Denton believe that it is in their mutual interest to enter into this Agreement, and

WHEREAS, both Parties are authorized to perform the services contemplated herein as a governmental function,

NOW, THEREFORE, Denco and Denton, for the mutual consideration hereinafter stated, agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of Denco and Denton in regard to the use of Denton's emergency notification system (ENS). Denco and Denton agree to abide by all pertinent federal, state and local laws and regulations;

2. **Term.** The term of this Agreement shall be for a period subsequent to Denco's 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.
3. **Cost.** The cost for operation of the ENS, to include all charges by the ENS provider and all operational costs, shall be the sole responsibility of Denton. Denco will not be liable for any costs incurred by Denton for any component or operation of the ENS. Denco shall acquire the customer record data maintained in the 9-1-1 database. The cost of acquisition of the 9-1-1 data shall be the sole responsibility of Denco.
4. **Data.** Release of the data contained in the 9-1-1 database is to be used for the purpose of warning or alerting citizens of 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, but is to be used for the sole purpose of protecting life and property. In the event that this agreement is terminated by either party, Denton will immediately destroy all data provided by Denco under this agreement.
5. **Notices.** Notices. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at the Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

City of Denton

Attn: Chief Technology Officer
601 E. Hickory Suite A
Denton, TX 76205

Denco Area 9-1-1 District

Attn: Executive Director
1075 Princeton Street
Lewisville, Texas 75067

P.O. Box 293058
Lewisville, Texas 75067

6. Amendment. 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.
7. Entire Agreement. 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.

CITY OF DENTON

BY:

City of Denton, City Manager

DATE: _____

DENCO AREA 9-1-1 DISTRICT:

BY:



Mark Payne, Executive Director

DATE: 10-11-16