

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered into to be effective on October 1, 2023 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

RECITALS

WHEREAS, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services;

WHEREAS, “governmental functions and services” include functions related to “public health and welfare” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, the City and the County are mutually interested in providing emergency notifications to residents of the City and the County regarding natural disasters, infrastructure damage, and other emergency matters which may affect the public health and welfare of citizens of the City and the County; and

WHEREAS, the County has entered into an agreement with Asher Group to provide emergency notifications through the Hyper-Reach system and the City wishes to also use the Hyper-Reach system through the County’s agreement and to provide reimbursement to the County for the same.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

1. **Hyper-Reach Subscription.** The County will obtain and maintain a subscription through Asher Group for Hyper-Reach emergency notification system services for three (3) years beginning on October 1, 2023 and ending on September 30, 2026 for a price of \$5,450.00 per year.
2. **Responsibility for Cost.** The County will invoice the City in the amount of \$2,725.00 upon its receipt of an invoice from Asher Group for the annual subscription cost. The City agrees to pay the County this amount within thirty (30) days of receipt of the invoice. The County will be responsible for submitting full payment of the annual subscription fee to Asher Group.
3. **Access to Subscription Services.** Throughout the term of this Agreement, the County agrees to provide Hyper-Reach user accounts for the City Manager, Chief of Police, and other City officials as directed by the City Manager. The County Judge will determine the number of user accounts for

Stephens County. Each user account shall have direct access to the Hyper-Reach system and shall be enabled to issue emergency notifications without approval by the County.

4. Information. The County and the City may disseminate such emergency communications as each entity deems appropriate. The County and the City are each responsible for any information provided by each entity.

5. General.

(a) *Term.* The term of this Agreement shall be three years, beginning on October 1, 2023 and ending on September 30, 2026.

(b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should either party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other party at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.

(c) *Breach.* If any party fails to comply with any provision of this Agreement, the other party shall send written notice of that fact to the breaching party. The Agreement will terminate if the breach is not cured by the breaching party within thirty (30) days after the date notice is received. A party's waiver of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

(d) *Venue.* Both parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.

(e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

(f) *No Waiver of Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to either party, or any past or present City Commissioner, County Commissioner, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

(g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.

(h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 24th day of October 2023.

Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the _____ day of October 2023.

Michael Roach, County Judge

ATTEST:

Jackie Ensey, County Clerk