

Emergency Communication Platform Use Agreement

Brown County Alert (HQE Systems / SiRcom SMART Alert)

This Emergency Communication Platform Use Agreement ("Agreement") is entered into by and between Brown County, Texas ("County"), acting through its authorized Emergency Management authority, and the City of Early, Texas ("User"), effective as of the date of the last signature.

1. Purpose

Brown County operates the Brown County Alert System, powered by the HQE Systems SiRcom SMART Alert platform ("Platform"), for the dissemination of emergency and public safety notifications.

This Agreement establishes the terms under which the City of Early may access and use the Platform for emergency communications and non-emergency messaging as determined by this agreement.

2. Authorized Platform

The User acknowledges that all services provided under this Agreement will be conducted through:

- Brown County Alert System
- Powered by HQE Systems / SiRcom SMART Alert

Use of the Platform is subject to Brown County policies, vendor capabilities, and system limitations.

3. Definitions

- **Emergency Message:** A communication involving an immediate or imminent threat to life, health, safety, or property, including severe weather, evacuations, hazardous materials incidents, public safety threats, water or sewer emergencies, or disaster response activities.
- **Non-Emergency Message:** Any communication that is informational, administrative, or routine in nature, including community announcements, event notifications, or general updates not requiring immediate protective action.
- **Authorized Users:** Individuals designated by the City of Early and approved by Brown County Emergency Management to operate the Platform.

4. Authorized Use

The City of Early agrees to:

1. Use the Platform primarily for Emergency Messages consistent with public safety purposes.
2. Ensure all communications are accurate, timely, and appropriate.
3. Restrict access to Authorized Users only.
4. Maintain current records of authorized personnel with system access.

June 24, 2026

(Exhibit #4)

All use must comply with applicable Texas law, including Texas Government Code Chapter 418 (Texas Disaster Act of 1975).

5. Non-Emergency Messaging and Cost Recovery

5.1 Approval Requirement

Messages by the City of Early do not require prior approval from Brown County.

5.2 Fee Structure

To recover costs associated with system usage, the City of Early agrees to the following fee schedule for Non-Emergency Messages:

- Subscription: \$2,124.00 per year for up to 25,000 total messages with the other 125,000 vendor-contracted messages being reserved for Brown County. There will be no charge for overages unless the overage results in the necessity of additional credits being purchased. Whichever entity causes the need for additional credits, will cover the cost of the credit purchase per the vendor contract schedule.

5.3 Billing

- Invoices will be issued annually in January
- Payment is due within 30 days of invoice date
- Failure to pay may result in suspension of Non-Emergency messaging privileges

5.4 Cost Adjustments

Brown County reserves the right to adjust fees with written notice based on vendor pricing or operational cost changes. Notice will be provided within 30 days of notice of vendor pricing changes and fees will adjust based on the vendor pricing adjustment date. Operational cost changes will be made by notification in writing by the end of May each year and will take effect on October 1st of each year as applicable.

6. Priority of Use

Emergency communications shall take precedence at all times. Brown County reserves the right to:

- Delay Non-Emergency Messages
- Restrict system access during emergencies
- Override pending messages to protect public safety

7. Prohibited Uses

The City of Early shall NOT use the Platform for:

- Political messaging or campaigning (consistent with Texas Election Code)
- Commercial advertising or solicitation
- Personal or non-governmental communications
- False, misleading, or panic-inducing messages
- Unauthorized system testing

8. Training and Compliance

The City of Early agrees that:

- All Authorized Users will complete required training approved by Brown County
- Messaging will follow NIMS/ICS communication principles where applicable
- System use may be audited for compliance

9. User Access

Brown County will provide user login and access to the system to authorized and trained users of the City of Early.

10. Data Use and Privacy

The City of Early acknowledges:

- Platform data may include sensitive personal contact information
- All information must be handled in compliance with the Texas Public Information Act (Texas Government Code Chapter 552)
- Subscriber data may not be sold, shared, or misused

11. Liability and Indemnification

To the extent permitted by Texas law:

- The City of Early is responsible for all messages sent under its authority
- The City of Early agrees to indemnify and hold harmless Brown County, its officers, employees, and agents from claims related to misuse of the Platform by the City of Early, its officers, employees, and agents.
- Brown County is responsible for all messages sent under its authority
- Brown County agrees to indemnify and hold harmless City of Early, its officers, employees, and agents from claims related to misuse of the Platform by the Brown County, its officers, employees, and agents.
- Nothing in this Agreement waives any governmental immunity protections available under Texas law.

12. Suspension and Termination

Brown County may suspend or terminate access if the City of Early:

- Violates the terms of this Agreement
- Misuses the Platform
- Fails to make timely payments
- Compromises system security or public trust
- Immediate termination may occur in cases affecting public safety as determined and/or ratified by the Brown County Commissioners Court.

12.1 Suspension or Termination Notice

In the event of a violation, Brown County will notify the City of Early of the violation in writing. The City of Early will have 30 days to remedy the violation in accordance with this agreement. In the event, that the violation is not remedied in a timely manner Brown County may proceed with Termination for cause upon approval of the Brown County Commissioners Court.

This agreement may be terminated for convenience by either party with a 90 day written notice with an effective date of termination for convenience on September 30th of the year notice is provided.

13. Term of Agreement

This Agreement shall remain in effect for one (1) year from the Effective Date and may be renewed automatically, annually unless terminated in writing for cause or convenience as stated in this agreement.

This Agreement will be periodically reviewed as necessary, but not less than once in a five year period.

14. Governing Law and Venue

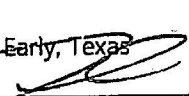
This Agreement shall be governed by the laws of the State of Texas, with venue in Brown County, Texas, unless otherwise required by law.

15. Entire Agreement

This Agreement represents the entire understanding between Brown County and the City of Early.

16. Signatures

Brown County, Texas
By: 
Name: Thomas H. Alvarson
Title: Court Judge
Date: 6-24-2026

City of Early, Texas
By: 
Name: Tony Anco
Title: City Administrator
Date: 6-22-26