

**ARK-TEX COUNCIL OF GOVERNMENTS AND CITY OF \_\_\_\_\_**

**INTERLOCAL AGREEMENT FOR  
CITY 9-1-1 ADDRESSING**

This Interlocal Cooperation Agreement (“Agreement”) is between the Ark-Tex Council of Governments, a regional planning commission (“RPC”) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code and the City of \_\_\_\_\_, a

Texas municipality that is located in Red River County (“The City of \_\_\_\_\_”).

The

RPC and The City of \_\_\_\_\_ may be referred to individually as “Party” and collectively as “Parties”.

**Whereas**, the RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 5, and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.;

**Whereas**, in the Strategic Plan, the RPC agreed to perform several duties including contacting local governments located within the ATCOG region in order to obtain geographic information services (GIS) data and address related data to support 9-1-1 coverage in Red River County; and

**Whereas**, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so The City of \_\_\_\_\_ is authorized to exchange address related data on a routine basis or solicit the service of the RPC for updating the city portion of county-wide and region-wide 911 addressing database.

**Now Therefore**, the Parties, in consideration of the obligations described in this Agreement, do agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is for the RPC to assist with assignment upon city approval and obtain address related data from The City of \_\_\_\_\_ so the RPC can maintain the county-wide 9-1-1 addressing database to support 91-1 emergency service delivery throughout the City of \_\_\_\_\_ and Red River County.

**Section 2. Agreement Term**

The term of this Agreement begins on \_\_\_\_\_, 2026 and ends on \_\_\_\_\_, 2028, unless terminated in accordance with the provisions of this

Agreement. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement by providing written notice to the other party at least thirty (30) days prior to the preceding Term. The initial term or each extension term may be referred to "Term" under this Agreement.

### **Section 3. City of \_\_\_\_\_ Cost**

If utilizing GIS resources outside of the Ark-Tex Council of Governments the City of \_\_\_\_\_ is responsible for any costs incurred to perform its obligations under this Agreement. The RPC will not be responsible for this cost.

If utilizing ATCOG 9-1-1 GIS services there will be no cost for the 9-1-1 database address assignments and a quarterly exchange of data provisioned to the 9-1-1 database and mapping.

### **Section 4. Designation of Contract Manager**

4.1 The 9-1-1 Program Director is the current contract manager for Ark-Tex Council of Governments' 9-1-1 Program.

Correspondence should be sent to the following:

Attention: Ark-Tex Council of Governments

9-1-1 Addressing

4808 Elizabeth Street or electronically to [rallen@atcog.org](mailto:rallen@atcog.org).

The RPC's Contract Manager shall represent the interests of the RPC in resolving any and all issues that may arise under this Agreement and serve as the RPC's designated point of contact for the administration of this agreement.

4.2 The City of \_\_\_\_\_'s Contract Manager is \_\_\_\_\_, \_\_\_\_\_, City of \_\_\_\_\_.

Correspondence should be sent to the following:

\_\_\_\_\_, City Secretary or electronically to \_\_\_\_\_.

This individual shall represent the City of \_\_\_\_\_ as the Contract Manager for this Agreement and be the City's designated point of contact for the administration of this agreement.

4.3 Should the identity of the 9-1-1 Program Director or The City of \_\_\_\_\_ Contract Manager change, each party will identify a qualified and competent replacement and promptly notify the other party of the change. No formal amendment is otherwise required for this section.

## Section 5. RPC Duties

5.1 RPC agrees to update and maintain the Geo Master Street Addressing Guide (GeoMSAG) with the RPC data base provider for all identified addresses in Red River County.

5.2 RPC agrees to review and approve street names and street layout as it relates to addressing submitted through preliminary subdivision review in The City of \_\_\_\_\_ that the City of \_\_\_\_\_ submits to the 9-1-1 Addressing Coordinator.

5.3 RPC agrees to review and approve street names and street layout submitted for new site plans in The City of \_\_\_\_\_ that the City of \_\_\_\_\_ submits to the 9-1-1 Addressing Coordinator. This includes new site plans for street-like network of private driveways when the developer is naming the private driveways such as mixed-use developments, mobile home parks, and condominiums but excludes new site plans for developer named private driveways in apartment complexes.

5.4 RPC agrees to review and approve names submitted for street names changes in The City of \_\_\_\_\_ that the City of \_\_\_\_\_ provides the 9-1-1 Addressing Coordinator.

5.5 RPC agrees to provide GeoMSAG (Addressing) records specific to The City of \_\_\_\_\_ upon written request by the City of \_\_\_\_\_ Contract Manager.

5.6 RPC agrees to provide utility verification for addresses in The City of \_\_\_\_\_ upon written request.

5.7 The RPC agrees to provide all preliminary subdivisions that contain streets in review to the City Contract Manager. Under this Agreement, the 9-1-1 Addressing Coordinator will review and confirm, if acceptable, all street names that are in compliance with the ATCOG Addressing Guidelines for The City of \_\_\_\_\_ prior to The City of \_\_\_\_\_'s approval within 10 business days of receipt; if not received within 10 days street names are considered approved.

5.8 The RPC agrees to provide all preliminary subdivisions that contain streets in review to the 9-1-1 Addressing Coordinator. Under this Agreement, the 9-1-1 Addressing Coordinator will review and confirm, if acceptable, all street names that are in compliance with the ATCOG Addressing Guidelines for The City of \_\_\_\_\_'s prior to The City of \_\_\_\_\_'s approval within 10 business days of receipt; if not received within 10 days street names are considered approved.

5.9 RPC agrees to provide the City of \_\_\_\_\_ Contract Manager with documentation of address(s) assigned for each newly addressed property in The City of \_\_\_\_\_ within two weeks of the address assignment. For consistency it is recommended that the address(s) should comply with the ATCOG Addressing Guidelines.

## Section 6. City of \_\_\_\_\_ Duties

6.1 The City of \_\_\_\_\_ agrees to only approve subdivision plats after the RPC has validated and approved new road names. The City of \_\_\_\_\_ will provide a copy of all newly recorded subdivision plats to the 9-1-1 Addressing Coordinator within two weeks from the date of plat recordation with Red River County.

6.4 The City of \_\_\_\_\_ agrees to coordinate with the 9-1-1 Addressing Coordinator on all proposed The City of \_\_\_\_\_ street name changes and provide documentation of the final proposed street name changes within two weeks of the street name effective date. For consistency it is recommended that street names must follow the *ATCOG County Street Name Standards*.

6.5 The City of \_\_\_\_\_ agrees to coordinate with the 9-1-1 Addressing Coordinator on all proposed The City of \_\_\_\_\_ address changes and provide documentation of the final approved address changes within two weeks of the address effective date. For consistency it is recommended that address changes comply with the *ATCOG Addressing Guidelines* or the *Ark-Tex Council of Governments Addressing Standards*.

6.6 The City of \_\_\_\_\_ agrees to provide its electronic copies of ordinances and resolutions pertaining to subdivision and street vacations to the 9-1-1 Addressing Coordinator within thirty (30) days of approval.

6.7 The City of \_\_\_\_\_ agrees to provide notification of proposed annexations and disannexations within Red River County to the 9-1-1 Addressing Coordinator no later than thirty (30) days prior to the effective date of the annexation or disannexations, as applicable.

The City of \_\_\_\_\_ may also provide the annexation boundaries in a GIS format. The City of \_\_\_\_\_ will provide prompt notification to the 9-1-1 Addressing Coordinator upon approval of all annexations and disannexations.

6.6 The City of \_\_\_\_\_ agrees to provide the 9-1-1 Addressing Coordinator with all signed ordinances and maps regarding boundary changes as described in the Local Government Code Chapter 41.

## Section 7. Confidential and Proprietary Information

All material submitted to the RPC becomes public property and is subject to the Texas Public Information Act on receipt. If the City of \_\_\_\_\_ does not desire

proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The RPC will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If the City of \_\_\_\_\_ fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

#### **Section 8. RPC Right to Audit**

The City of \_\_\_\_\_ agrees representatives of the Office of the RPC Auditor or other authorized representatives of the RPC shall have access to, and the right to audit, examine or reproduce, any and all documents of The City of \_\_\_\_\_ related to The City of \_\_\_\_\_'s performance under this Agreement upon RPC's advance written notice to The City of \_\_\_\_\_ and scheduling between the Parties. In no event will the RPC have the right to inspect records The City of \_\_\_\_\_ deems are confidential or proprietary. Audits shall be at the RPC's expense.

#### **Section 9. Right to Audit**

RPC agrees representatives of The City of \_\_\_\_\_ Auditor's Office, or other authorized representatives of the City of \_\_\_\_\_, shall have access to, and the right to audit, examine or reproduce, any and all documents of the RPC's performance under this Agreement upon the City of \_\_\_\_\_ advance written notice to RPC and scheduling between the Parties. In no event will The City of \_\_\_\_\_ have the right to inspect records the RPC deems are confidential or proprietary. Audits shall be at The City of \_\_\_\_\_ expense.

#### **Section 10. Independent Contractor**

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. RPC and The City of \_\_\_\_\_ are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the RPC or the City of \_\_\_\_\_.

#### **Section 11. Default**

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

## **Section 12. Right to Assurance**

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

## **Section 13. Termination for Cause**

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

## **Section 14. Termination without Cause**

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

## **Section 15. Dispute Resolution**

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the RPC and the The City of \_\_\_\_\_ agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Red River County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The RPC and the The City of \_\_\_\_\_ will share the costs of mediation equally.

#### **Section 16. Survival of Obligations**

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

#### **Section 17. Texas Public Information Act**

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

#### **Section 18. Current Revenues**

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

#### **Section 19. Assignment**

A Party to this Agreement may not assign or transfer its interests under this Agreement.

**Section 20. Entirety of the Agreement**

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

**Section 21. Jurisdiction and Venue**

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Red River County, Texas.

**Section 22. Severability**

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

**Section 23. Notices**

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U. S. Postal Service Certified or Registered Mail Return Receipt Requested. Notices delivered by any other means (fax or courier) shall be deemed delivered upon receipt of a successful fax or courier confirmation report by the addressee. Routine communication may be made by first class mail, facsimile, or other commercially accepted means. Notices to the RPC and The City of \_\_\_\_\_ shall be addressed as follows:

**RPC**  
Rea Allen  
9-1-1 Program Director  
Ark-Tex Council of Governments  
4808 Elizabeth Street  
Texarkana, TX 75505  
(903)832-8636

**City of \_\_\_\_\_**  
\_\_\_\_\_  
Mayor  
City of \_\_\_\_\_  
\_\_\_\_\_, TX

**Section 24. Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the RPC nor The City of \_\_\_\_\_ waives,

modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

#### **Section 25. Execution of this Agreement**

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

#### **Section 26. Force Majeure**

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**Section 27. Agreement and Signatures**

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals.

The Agreement is effective on the last date signed by the Parties.

**ARK-TEX COUNCIL OF GOVERNMENTS**                      **CITY**                      **OF**  
\_\_\_\_\_

By \_\_\_\_\_  
Mary Beth Rudel  
Executive Director

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibits \_\_\_\_\_  
ATCOG- Ark-Tex Council of Governments Addressing Guidelines

SAMPLE