

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF CHICO, TEXAS  
AND THE COUNTY OF WISE, TEXAS  
(911 Addressing Services)**

THIS AGREEMENT (the "Agreement"), made and entered into this 15 day of ~~September~~ <sup>October</sup>, 2019, by and between the CITY OF CHICO, TEXAS ("CITY"), a municipal corporation, and the WISE COUNTY, TEXAS ("COUNTY"), a political subdivision in the STATE of TEXAS (namely for Wise County 911 Addressing) .

WHEREAS, THE COUNTY has investigated and determined that it would be beneficial to provide 911 Addressing Services ("Addressing ") to the CITY; and

WHEREAS, The CITY has investigated and determined that it would be beneficial to contract with the COUNTY for the purpose of providing Addressing services for the CITY; and

WHEREAS, The CITY has investigated and determined that the COUNTY has adequate personnel and equipment to provide the necessary Addressing services; and

WHEREAS, The CITY has investigated and determined that obtaining Addressing services from the COUNTY, as set forth below, will be the most efficient use of funds for Addressing services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the COUNTY and the CITY agree as follows:

**1. Obligations of the CITY**

The CITY will provide to the COUNTY the materials included in the Statement of Work, attached hereto as Exhibit "A" and incorporated herein for all purposes.

**2. Obligations of the COUNTY**

- A. The COUNTY will provide the Addressing services outlined in Exhibit "A".
- B. The electronic data created by The COUNTY as outlined in Exhibit "A" will be the property of the CITY and the COUNTY and shall be provided to the CITY periodically upon written request and/or upon termination of this agreement.

**3. Compensation.** The CITY shall pay \$1,200.00 yearly as compensation for the services provided to the CITY in accordance with this Agreement. All funds shall be due October 1<sup>st</sup> of

the new extension year, unless terminated. All funds used in this agreement are out of current available funds.

**4. Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2020. This agreement shall automatically renew and extend on October 1 of each of the following terms unless terminated by either party with a thirty day notice sent to the addresses below.

**5. Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

WISE COUNTY  
Attn: 911 Director  
P.O. Box 899  
Decatur, Texas 76234

CHICO  
Attn: Mayor  
P.O. Box ~~367~~ 37  
Chico, TX 75078

**6. Miscellaneous.**

- A. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Wise County, Texas.
- D. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- E. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement.
- G. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, 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.

- H. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. **Pursuit of a Governmental Function.** Both the COUNTY and the CITY have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function and shall not make such party an agent or representative of the other party.
- K. **Sovereign Immunity.** The parties agree that neither the COUNTY nor the CITY has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.
- L. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

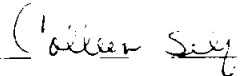
**IN WITNESS WHEREOF,** the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**WISE COUNTY, TEXAS**

By:   
 J.D. Clark  
 WISE COUNTY JUDGE

Date: 9-24-19

**CHICO**

BY: 

Printed Name: Colleen Seese

Title: Mayor

Date: 10 95 -19

## **EXHIBIT A**

### **Statement of Work 9-1-1 Addressing Services**

#### **Introduction**

This Statement of Work sets forth requirements of Wise County 9-1-1 Addressing to provide 9-1-1 Addressing Services to the City for the assignment of Addresses, including the application process, field work, archival process, and quality control maintenance of the 9-1-1 database.

#### **Work To Be Performed**

##### **Assignment of Addresses**

Wise County 9-1-1 Addressing will assign addresses for the City within the City limits. In order to provide this service Wise County 9-1-1 Addressing will be responsible for providing:

1. Address applications.
2. Archiving application documents (Physical Copy) for a period of 10 years.
3. Conducting field work to determine nearest neighbors and sequencing.
4. Assigning addresses.
5. Issuing Address Confirmation letters to applicants, and reporting changes/assignments to the United States Post Office.
6. Running quality control checks in the GIS to ensure dataset quality.
7. Reassign addresses as needed to correct existing errors or new errors identified by regular quality control checks.
8. Provide the City with address confirmations upon written request from the City.

In order for Wise County 9-1-1 Addressing to accurately assign addresses and maintain the 9-1-1 Database the City will:

1. Forward ALL applicants for a 9-1-1 address to Wise County 9-1-1 Addressing, to go through the application Process for a County approved 9-1-1 Address.
2. Cease the assignment/approval of addresses.
3. Notify Wise County 9-1-1 Addressing of any changes to the City limit boundary such as annexation.
4. Road name changes or additions within City limits will first be approved for use by Wise County 9-1-1 Addressing, to ensure that no duplicates or call routing issues are created.
5. The City will need to ensure that when property ownership changes occur the new property owner is directed to update their 9-1-1 Address with Wise County 9-1-1 Addressing to reflect the changes.
6. The City will grant full authority to Wise County 9-1-1 Addressing to update, change, assign, modify, or edit addresses within City limits at Wise County 9-1-1 Addressing's discretion.