

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

CITY OF AUSTIN

And

CITY OF MUSTANG RIDGE

RECITALS

This agreement ("Agreement") is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.

Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party. Compensation will be made to the performing party by the Capital Area Council of Governments (CAPCOG), pursuant to the Interlocal Agreement signed by the City of Austin and CAPCOG as approved by Austin City Council August 20, 2009.

Recognizing the importance of pooling resources to promote public safety and desiring to do so at this time, the City of Austin and City of Mustang Ridge (the "Parties") hereby agree to enter into this Agreement as follows:

Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to September 30, 2011. Following this initial term, the Agreement shall automatically renew each October 1st (the "Renewal Date") for a one year term. Notwithstanding any other term or condition herein, this Agreement may be terminated by any one of the Parties by giving thirty (30) days written notice to the other Party.

It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the non-appropriation of funds.

General Obligations of Each Party

1. Services Provided by City of Austin 911 Addressing.

As long as there is appropriate funding available and following the guidelines adopted by the Capital Area Council of Governments, Austin, with the assistance and cooperation of Mustang Ridge, shall perform and provide the following services:

- A. Assign an address for each addressable structure vacant or not.

- B. Approve street names and name layout submitted for new subdivisions in Mustang Ridge.
- C. Assign addresses to all newly accepted and approved subdivisions in Mustang Ridge.
- D. Update and maintain the Master Street Addressing Guide (MSAG) with the State database provider for all addresses in Mustang Ridge within Travis County.
- E. Provide copies of addressed plats to all emergency services, County Appraisal District, postal service, and Mustang Ridge upon request.
- F. Change addresses that do not meet the 911 Addressing guidelines

2. Services Provided by the City of Mustang Ridge.

Mustang Ridge with the assistance and cooperation of Austin, shall provide the following services:

- A. Include City of Austin 911 Addressing in the necessary steps of subdivision review. Austin must approve all new street names and name layout for Mustang Ridge and Mustang Ridge ETJ.
- B. Provide two copies of all newly accepted and approved subdivision plats in Mustang Ridge.
- C. Provide city ordinances and maps of subdivision and street vacations.
- D. Provide digital data of the plat in a format that is in compliance with City of Austin Development Regulations.
- E. Provide notification of all upcoming subdivisions.
- F. Provide notification of all upcoming annexations, prior to effective date.
- G. Coordinate with Austin 9-1-1 Addressing Office for any street name or address changes.
- H. Provide to Austin 911 Addressing Office copies of all signed ordinances and maps in accordance with Election Code, Chapter 42 Sub-chapter C Section 42.0615 and Local Government Code Chapter 41.
- I. Establish a Mustang Ridge office or staff person as a point of contact for Austin 9-1-1 Addressing Office.

Termination

Notice of any claims of material breach and the intent to terminate this Agreement because of that breach shall be given in writing to the other Parties, identifying the breach claimed with particularity, and stating a reasonable time permitted for cure. Such a notice of claim of breach is sufficient to constitute termination of this Agreement. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed or emailed to the person designated for service,

provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

The Parties designate the following persons for receipt of notice:

If to City of Austin: Stephanie Jensen
Travis County 9-1-1 Addressing Coordinator,
City of Austin
PO Box 1088.
Austin, Texas 78767
Phone Number: 512-974-6446

If to Mustang Ridge: Sheri Mack
City Secretary,
City of Mustang Ridge
12800 US Hwy. 183 S.
Mustang Ridge, TX 78610
Phone Number: 512-243-1775

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

Miscellaneous

Complete Agreement. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

Amendment in Writing. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED:

CITY OF AUSTIN

By: _____

Date: _____

CITY OF MUSTANG RIDGE

By: _____

Date: _____