

INTERLOCAL COOPERATION AGREEMENT
[NEW COMMUNICATIONS CENTER – DESIGN AND CONSTRUCTION]

This **INTERLOCAL COOPERATION AGREEMENT** (“**Agreement**”) is entered into as of the Effective Date by and among **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** (“**NTECC**”), a Texas non-profit local government corporation, the **TOWN OF ADDISON**, (“**Addison**”), the **CITY OF CARROLLTON** (“**Carrollton**”), the **CITY OF COPPELL** (“**Coppell**”) and the **CITY OF FARMERS BRANCH** (“**Farmers Branch**”), all of whom are Texas home rule municipalities (the Cities and NTECC hereafter referred to collectively as the “**Parties**” or individually as a “**Party**”).

RECITALS

WHEREAS, the Cities are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, NTECC is a Texas local government corporation organized by the Cities pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code to assist the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating a regional public safety communications center (the “**Center**”) on behalf and for the benefit of the Cities; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “**Act**”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the Parties are parties to the Operations Agreement; and

WHEREAS, pursuant to the authority granted by that certain *Interlocal Agreement Regarding Consolidated Dispatch Center Lease* among the Parties effective on or about May 2, 2014, NTECC entered into a lease agreement with CyrusOne, LLC (the “**Lease**”) to house NTECC’s operation; and

WHEREAS, the initial term of the Lease ends April 30, 2029; and

WHEREAS, NTECC has determined the premises leased pursuant to the Lease are not adequate to accommodate NTECC operations as such continue to expand in order to properly provide the NTECC Services for the Cities; and

WHEREAS, having considered NTECC’s needs for larger facilities, the current and future rent being paid by NTECC pursuant to the Lease, and the cost associated with expanding the Communications Center by leasing additional space from CyrusOne, LLC, the Parties have determined it is in their best interest to develop the Project; and

WHEREAS, Section 1.08 of the NTECC Bylaws provides that NTECC, through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of NTECC to assist the Cities in the performance of their governmental functions (each an “**Approved Project**”); provided, however, each City has the right to elect not to participate in any Approved Project and such City shall not be responsible for funding such Approved Project through any required contribution agreement; and

WHEREAS, the Parties previously entered into that certain *Interlocal Cooperation Agreement [New Communications Center -Property Purchase]* effective on or about October 28, 2024, providing for the purchase of land for the location and development of the Project (the “**Project Property ILA**”); and

WHEREAS, in accordance with the Project Property ILA, the Cities closed on the purchase of the Property on December 6, 2024, and conveyed the Property to NTECC by deed dated December 9, 2024; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of (i) acknowledging and agreeing that the Project is an Approved Project pursuant to the NTECC Bylaws and (ii) setting forth the terms and conditions by which the Parties agree to develop and provide funding for the Project.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“**Business Day**” means any day other than a Saturday, Sunday, a Federally recognized holiday, the day after Thanksgiving, and Christmas Eve.

“**Cities**” means, collectively, Addison, Carrollton, Coppell, and Farmers Branch.

“**City**” means Addison, Carrollton, Coppell, or Farmers Branch, respectively, when referred to individually.

“**Effective Date**” means the date this Agreement has been approved by the governing bodies of all of the Parties and signed by the authorized representatives of every Party.

“**Facilities**” shall have the meaning set forth in the Operations Agreement.

“**Governing Documents**” means, collectively, (i) the *Certificate of Formation of North Texas Emergency Communications Center, Inc.*, as amended; (ii) the NTECC Bylaws, and (iii) the Operations Agreement.

“**Maximum Project Cost**” means the maximum not-to-exceed amount of Project Costs the Cities collectively agree to pay in relation to the Project, which on the Effective Date is \$20,000,000, but which amount may be increased by written agreement of the Parties. The Parties understand, acknowledge, and agree the amount of Maximum Project Cost (i) includes a contingency amount, (ii) does not include costs related to purchase of the Property pursuant to the Project Property ILA, and (iii) does not include the purchase of radio communications equipment, dispatch consoles, and related hardware, software, and/or firmware to be installed in the Center. For further clarification, the Parties agree each City’s Project Share of the Maximum Project Cost is as follows:

Addison	\$3,361,400
Carrollton	\$9,756,380
Coppell	\$2,390,480
Farmers Branch	\$4,491,740

“New Communications Center” or **“Center”** means, collectively, (i) the building to be constructed and owned by NTECC on the Property for the purpose of housing NTECC’s offices and operations center and used for providing the NTECC Services to the Cities and others as provided in the Operations Agreement, and (ii) such additional parking, landscaping, and other improvements constructed on the Property in association with the use of the Property by NTECC.

“NTECC Bylaws” means the Amended and Restated Bylaws of the North Texas Emergency Communications Center, Inc. approved by the NTECC Board of Directors on April 12, 2018.

“NTECC Services” means, collectively, the Public Safety Communications Services and Radio System Services as defined in the Operations Agreement.

“Operations Agreement” means, collectively, that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* effective December 19, 2014, as amended by that certain *First Amendment to Consolidated Public Safety Communications and Dispatch Operations Agreement* effective January 22, 2019, and supplemented by that certain Addendum to *Consolidated Public Safety Communications and Dispatch Operations Agreement (Radio System Transfer)* setting for the terms and conditions pursuant to which NTECC shall own, manage, operate, and maintain the Facilities for the benefit of the Cities, provide the NTECC Services to the Cities and others, and the Cities’ obligations to pay for same.

“Project” means (i) the design and construction of the New Communications Center on the Property, and (ii) the purchase and installation of all furniture, fixtures, and equipment to be acquired to furnish and equip the New Communications Center.

“Project Costs” means all costs incurred by NTECC in relation to development of the Project, including, but not limited to, all costs associated with (i) design and construction of the New Communications Center, (ii) purchase and installation of all furniture, fixtures, and equipment for the Project, (iii) cost of relocation of NTECC’s furniture, fixtures, and equipment from the existing lease space (to the extent not being replaced by new furniture, fixtures, and equipment) to the New Communications Center, (iv) the costs associated with obtaining any required development approvals (e.g. subdivision plat and/or amendments to zoning regulations) from Carrollton, and (v) other reasonable and necessary costs incurred by NTECC in order to make the New Communications Center operational for the purposes of providing the NTECC Services.

“Project Fund” means the account entry shown on NTECC’s books of account in which NTECC will show the amount of funds received from the Cities in accordance with Section 3.04 and the amounts paid for Project Costs by NTECC from such funds.

“Project Share” means each Cities’ percentage share of the Project Costs to be paid pursuant to this Agreement, which percentages are as follows and shall remain unchanged throughout the Term of this Agreement unless adjusted pursuant to the withdrawal of a City pursuant to Section 2.02:

Addison	16.8070%
Carrollton	48.7819%
Coppell	11.9524%
Farmers Branch	22.4587%

“Property” means the land purchased by the Cities and conveyed to NTECC pursuant to the Project Property ILA, said land being described as Lot 2R-1, Block 1, Replat of Trinity Medical Center

Lots 2R-1 & 2R-2, Block 1, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Instrument No. 2024-398, Plat Records, Denton County, Texas.

II. TERM

2.01 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date and terminate on the final payment by the Cities to NTECC of their respective Project Shares of the Project Costs.

2.02 Agreed Termination. This Agreement may be terminated by written agreement of all of the Parties at any time. If the Parties mutually agree to terminate this Agreement:

(a) NTECC shall make commercially reasonable efforts to terminate all agreements, purchase orders, and other obligations to make payments to any third parties entered in relation to the Project;

(b) The Cities will pay to NTECC the percentage of all Project Costs incurred by NTECC to the date of termination, including obligations that could not be terminated based on the Project Share percentages, and any additional costs related to closing out the Project; and

(c) NTECC will reconvey the Property to the Cities in accordance with the Project Property ILA.

III. DEVELOPMENT OF THE PROJECT

3.01 Ratification of Prior NTECC Acts. The Cities understand, acknowledge, and agree that NTECC, following consultation with and review by representatives of all Cities, has performed the following acts in furtherance of the Project:

(a) Contracted with Parkhill, Smith & Cooper, Inc. to provide professional architectural, engineering, and surveying services relating to the design and construction of the New Communications Center;

(b) Contracted with Gallagher Construction Company, LLP to provide professional project management services relating to the Project;

(c) Contracted with Terracon Consultants, Inc. to conduct a Phase I Environmental Site Assess of the Property; and

(d) Contracted with Thos. S. Byrne Inc. d/b/a Byrne Construction Services pursuant to a Construction Manager-at-Risk agreement to construct the Project.

The Cities hereby ratify and affirm the actions of NTECC in entering into and incurring costs pursuant to above-described contracts prior to the Effective Date and agree that such costs constitute Project Costs to be paid by the Cities to NTECC pursuant to this Agreement. The Parties further acknowledge and agree that the Project Costs incurred and paid by NTECC prior to the Effective Date for which the Cities have previously reimbursed to NTECC shall be credited against each Cities’ Project Share of the Maximum Project Cost.

3.02 Approved Project. The Cities acknowledge and agree the Project is an Approved Project pursuant to Section 1.08 of the NTECC Bylaws.

3.03 Execution of Project Agreements by NTECC; Reliance on the Cities Performance.

Pursuant to this Agreement, NTECC agrees to proceed with the negotiation and execution of such agreements and other documents necessary for the development of the Project (the “**Project Contracts**”). The Cities shall not be a party to, nor shall NTECC represent to any third party that the Cities are a party to, any of the Project Contracts. The Cities understand and acknowledge that NTECC would not have signed any of the Project Contracts but for the agreements to pay their respective portions of the Project Shares pursuant to this Agreement. The Parties understand, acknowledge, and agree that the Project Contracts do not include the Property Purchase Agreement.

3.04 Project Share Payments to NTECC.

(a) The Cities understand and acknowledge that contractors, vendors, and service providers will be looking to NTECC to pay all Project Costs and will be sending invoices to NTECC for payment. Subject to Section 3.04(b), the Cities agree to provide funding to NTECC in accordance with the schedule below. NTECC will hold the funds in the Project Fund until such time as NTECC spends such funds to pay Project Costs:

Not later than ten (10) days after the Effective Date	10% of the City’s Project Share of the Maximum Project Cost less the amounts credited against such Maximum Project Share pursuant to Section 3.01(c)
Not later than ten (10) days after receipt of written notice that NTECC has issued a notice to proceed (“ NTP ”) to its contractor for construction of the Center	25% of the City’s Project Share of the Maximum Project Cost
One hundred twenty days (120) after NTP	15% of the City’s Project Share of the Maximum Project Cost
Two hundred forty (240) days after NTP	15% of the City’s Project Share of the Maximum Project Cost
Three hundred sixty (360) days after NTP	15% of the City’s Project Share of the Maximum Project Cost
Four hundred eighty (480) days after NTP	15% of the City’s Project Share of the Maximum Project Cost
Not later than ten (10) days after receipt of written notice that NTECC’s contractor has reached substantial completion of the building	5% of the City’s Project Share of the Maximum Project Cost

(b) Not later than five (5) days after receiving a written notice from NTECC that the sum of invoices for Project Costs due and payable as of the date of such notice exceeds the balance of funds contained in the Project Fund, the Cities will pay to NTECC their respective Project Share of an amount equal to 110% of the difference in the amount of invoices currently due less the balance of funds in the Project Fund. A payment made by the Cities pursuant to this Section 3.04(b) shall be credited against the next payment due pursuant to Section 3.04(a).

(c) Not later than the 15th day of each December, March, June, and September during the Term of this Agreement, NTECC agrees to provide the Cities a written report summarizing the funds received into and expended from the Project Fund for Project Costs, with a final report being provided not later than sixty (60) days after NTECC has made all final payments of Project Costs.

(d) Not later than thirty (30) days after NTECC has paid all Project Costs, NTECC shall refund to the Cities any balance remaining in the Project Fund in an amount in accordance with their respective Project Share.

(e) Any interest or other revenue accruing on funds deposited by NTECC into the Project Fund shall be retained in the Project Fund and used solely for paying Project Costs. NTECC agrees to separately account for any such interest or other revenue that accrues, which amounts shall be credited against the Cities' payment of the final installment pursuant to Section 3.04(a) based on their respective Project Shares.

(f) All Project Funds held by NTECC shall be invested in accordance with NTECC's approved investment policy and the Public Funds Investment Act.

(g) All Project Funds held by NTECC shall be collateralized in accordance with the Public Funds Collateral Act.

3.05 Ownership of Project. The Parties agree that NTECC shall be the sole owner of all right, title and interest of the New Communications Center subject to the fee simple determinable condition described in the Project Property ILA and the Governing Documents. NTECC shall be solely responsible for the operation, repair, and maintenance of the New Communications Center, the costs for which shall be paid in accordance with the Operations Agreement. This Section 3.05 shall survive termination of this Agreement.

IV. MISCELLANEOUS

4.01 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective Party at the following address:

If intended for Town of Addison:

Town of Addison
Attn: City Manager
P.O. Box 9010
Addison, Texas 75001

With copy(ies) to:

Whitt L. Wyatt
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road, Ste 700-200
Flower Mound, Texas 75028

If intended for City of Carrollton:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for City of Farmers Branch:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy(ies) to:

Whitt L. Wyatt
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road, Ste 700-200
Flower Mound, Texas 75028

If intended for NTECC:

NTECC
Attn: Terry Goswick, Jr., Executive Director
1649 W. Frankford Rd., Suite 150
Carrollton, Texas 75007

With copy(ies) to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

4.02 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.03 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

4.04 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

4.05 Entire Agreement; Conflicts. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement. Notwithstanding the foregoing to the contrary, nothing in this Agreement is intended to amend the Governing Documents. Unless expressly stated herein, in the event of an irreconcilable conflict between this Agreement or any provision in the Governing Documents, the provision in the Governing Documents shall control unless the Parties otherwise agree in writing.

4.06 Recitals. The recitals to this Agreement are incorporated herein.

4.07 Amendment. This Agreement may be amended by the written agreement of all Parties.

4.08 Place of Performance. Performance and all matters related thereto shall be in Dallas County, Texas.

4.09 Authority to Enter Agreement. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective Party.

4.10 Severability. If 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.11 Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.12 Assignment. No Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Parties.

4.13 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

4.14 Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 4.14 shall survive termination.

4.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement, shall survive termination.

4.16 Source of Payment. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement. Each City hereby warrants and represents that, as of the Effective Date, it has identified and appropriated funds to pay its Project Share of Project Costs.

4.17 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Parties' respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the affected Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

(Signatures on Following Pages)

Addison Signature Page

SIGNED AND AGREED this _____ day of _____ 2025.

TOWN OF ADDISON

By: _____
David Gaines, City Manager

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____ 2025.

CITY OF CARROLLTON

By: _____
Erin Rinehart, City Manager

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

Coppell Signature Page

SIGNED AND AGREED this _____ day of _____ 2025.

CITY OF COPPELL

By: _____
Michael Land, City Manager

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____ 2025.

CITY OF FARMERS BRANCH

By: _____
Benjamin W. Williamson, City Manager

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

NTECC Signature Page

SIGNED AND AGREED this ____ day of _____ 2025.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

By: _____
Terry Goswick, Executive Director

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel